



August 23, 2021

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

Requested Action

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, Haverhill, New Hampshire 03774, in the amount of \$267,000, on behalf of the New Hampshire Alliance of Regional Development Corporations to provide technical assistance to Businesses throughout the State of New Hampshire, upon Governor and Council approval for the period effective September 29, 2021 through June 30, 2022. **100% federal funds.**

Explanation

The County of Grafton is requesting CDBG funds on behalf of the New Hampshire Alliance of Regional Development Corporations, which Alliance represents ten Member Regional Development Corporations (RDCs), to provide technical assistance to Businesses resulting in the creation of fourteen (14) permanent, full-time equivalent jobs, 100% of which will be held by or made available to low- and moderate-income persons. In addition to the direct technical assistance, the funds will be used to establish a professional consultant fund which will enable Member RDCs to hire professional technical services consultants, including but not limited to legal and financial assistance.

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,

Katherine Easterly Martey
Executive Director

KEM/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 Community Development Finance Authority		1.2 State Agency Address 14 Dixon Avenue 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 21-405-CDCA	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$267,000
1.9 Contracting Officer for State Agency John Manning, Chairman, Board of Directors		1.10 State Agency Telephone Number 603-226-2170	
1.11 Contractor Signature <i>Wendy Piper</i> Date: <i>8/17/21</i>		1.12 Name and Title of Contractor Signatory Wendy A. Piper, Chairman, Board of Commissioners	
1.13 State Agency Signature <i>Katherine Easterly Martey</i> Date: <i>8/23/2021</i>		1.14 Name and Title of State Agency Signatory Katherine Easterly Martey, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takhmina Rakhmatova</i> On: <i>8/27/2021</i>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

Wendy Piper
8/17/21

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

[Signature]
8/12/21

EXHIBIT A

Special Provisions

Modifications, additional and/or deletions to Form P-37, General Provisions, described in detail.

NONE


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EXHIBIT B

GRANT ACTIVITIES

1. SCOPE OF SERVICES, PROJECT DESCRIPTION AND PURPOSE.

1.1 The project shall consist of the awarding of \$267,000 in Community Development Block Grant (CDBG) funds to County of Grafton (hereinafter, the "Grantee"), for purposes of a capacity building grant to the New Hampshire Alliance of Regional Development Corporations (NHARDC or "Subrecipient") which NHARDC represents nine Member Regional Development Corporations (Member RDCs). The purpose of the grant shall be to provide technical assistance to Businesses which will result in the creation of fourteen (14) permanent full-time equivalent jobs, 100% of which must be held by low- and moderate-income persons.

In return for the issuance of the Grant funds as provided herein, Grantee shall, through its Subrecipient agreement with NHARDC, monitor and enforce the employment commitments of NHARDC in accordance with the provisions of this Agreement and the Exhibits and Attachments hereto.

The Grantee will retain \$16,000 of the grant for associated administrative management of the grant, as set forth in Section 2 Grant Administration.

Funds in the amount of \$171,000 will be disbursed amongst the nine Member RDCs to provide technical assistance to Businesses.

An additional \$80,000 will be used to establish a professional consultant fund (Fund) which will enable Member RDCs to hire professional technical services consultants to provide specialized services to businesses that cannot be provided by RDC staff, including but not limited to, legal and financial assistance. Each Member RDC is required to provide matching funds equal to its respective Fund request and disbursement. Requests for Fund proposals must be submitted to and approved by CDFA Staff on a case-by-case basis.

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 specifically, technical assistance to a Business needs to be for one of the following eligible activities, and must also meet a CDBG national objective and public benefit standard by resulting in the creation of at least one permanent, full-time job benefiting LMI person(s) per \$20,000 awarded, in the aggregate (LMI). Eligible activities include:

- a. establishing and managing a budget for the business
- b. helping the business to prepare a loan request
- c. marketing or development of a marketing plan
- d. developing signage, marketing materials or a logo
- e. creating a plan to provide, or partner to provide, workforce training and development
- f. legal and financial management assistance
- g. other technical assistance activities provided to eligible business clients

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 federal requirements referenced in this Grant Agreement.


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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 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.

2.3 Grantee shall be permitted to request up to \$16,000 of CDBG funds for reimbursement of Administrative Project and Delivery 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 Agreement to be entered into with NHARDC. Grantee shall promptly notify NHARDC in writing in the event of a default under the Subrecipient Agreement, 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 CDFA.

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

2.7 Grantee shall enter into a Closeout Agreement with CDFA and NHARDC that shall specify the reporting and other requirements applicable to the closing out of this Project. The grant period shall begin on the date of Governor and Council approval, the Commencement Date, and shall end no later than the Completion Date specified in Section 1.7 of the General Provisions. Jobs may be counted beginning July 1, 2021.

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.


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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 276-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


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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).

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

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

3.1.20 Women- and Minority-Owned Businesses (W/MBE). 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 AGREEMENT.


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4.1 Grantee shall enter into a Subrecipient Agreement with the Subrecipient NHARDC and shall require the Subrecipient, through its Member RDCs, to enter into a Business & Employment Commitment Agreement (BECA) with the Businesses in a form satisfactory to CDFA.

4.2 The Subrecipient Agreement shall provide for the subgranting of \$267,000.00 in CDBG funds to NHARDC, as identified in Section 1.1 of this Exhibit B, 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 Agreement and the BECA prior to its execution. Prior to the disbursement of grant funds but not more than thirty (30) days following the Effective Date of this Agreement, Grantee shall provide to CDFA an executed copy of said Subrecipient Agreement and the BECA.

4.4 Grantee shall cause all applicable provisions of this Exhibit B 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 are contingent upon a commitment of \$19,000.00 in non-CDBG funds from each Subrecipient Member RDC as follows:

5.1.1 A firm commitment of \$19,000.00 by each Member RDC (RLF or other funds).

5.2 Grant funds shall not be released or disbursed to Grantee unless and until the commitments described above, in an amount not less than \$19,000.00 per Member RDC, have been obtained and documented to CDFA's satisfaction.

5.3 Further, for the Professional Consultant Fund portion of this award (\$80,000), each Member RDC is required to provide matching funds equal to its respective Fund request and disbursement.

6. BENEFIT SCHEDULE.

6.1 Prior to the Grantee's submission of its request for Grant funds, Grantee shall submit the following for each business that receives technical-assistance services pursuant to this grant:

- a. Initial payroll and final payroll
- b. Family income of the person offered the created job, prior to the person being hired (using standard Family Income Verification Form)
- c. BECA (in a form acceptable to CDFA)
- d. Contract for services for the current program year (including a scope of services specifically mentioning one or more services itemized in Section 1.2 above and an estimate of hours to be spent within the current program year). Even if a business received services in a prior program year, a new contract for services is required for the current program year.

6.2 Prior to the first disbursement of grant funds following each semi-annual reporting period, CDFA shall evaluate Grantee's actual performance in the areas of LMI benefit and net job creation against Grantee's


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Job Creation/LMI Benefit Schedule.

6.3 If actual performance in either LMI benefit or net job creation is less than 80% of scheduled performance, Grantee shall prepare, and submit for CDFA approval, a written plan outlining Grantee's strategy to comply with the original Schedule, or an amended Job Creation/LMI Benefit Schedule.

6.4 If CDFA and the Grantee are unable to agree on a new compliance strategy or amended Schedule, CDFA shall have the option of determining that the failure to meet the Job Creation/LMI Benefit Schedule constitutes an event of default.

7. GRANTEE FINANCIAL MANAGEMENT SYSTEM.

7.1 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.

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

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


8. **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 200.217-326. Grantee shall not use debarred, suspended or ineligible contractors or subrecipients as provided in 24 CFR 570.489 (I).

9. REPORTS AND CLOSE OUT

9.1 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 via CDFA's Grants Management System by the 15th of the month in January and July. Reporting for this grant is for the period starting July 1, 2021 and ending June 30, 2022.

9.2 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.

9.3 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 submitted via CDFA's Grants Management System (GMS).


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

9.5 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:

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

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

10. RECORDS AND ACCOUNTS: ACCESS

10.1 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:

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

10.1.2 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.

10.1.3 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.

11. TERMINATION: REMEDIES

11.1 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.

11.2 Termination Without Default. In the event of termination without default and upon receipt,


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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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

12. ADDITIONAL GRANT REQUIREMENTS.

12.1 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.

12.2 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,


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which shall ensure compliance with this Grant Agreement. The plan shall be formally adopted prior to requesting Grant funds.

12.3 Grantee shall submit to CDFA, documentation of employment and expenditures received from the Subrecipient at the time of Grant Agreement Effective Date, with each semi-annual report and on the Grant Completion Date. Employment information shall be provided on the "Periodic Progress Report", as found in the most current copy of the CDFA Grant Implementation Guide.

12.4 In the event Grantee fails to enforce the provisions of the Subrecipient Agreement or fails to cure any event of default under the Subrecipient Agreement, Grantee shall, upon demand by CDFA, assign and convey all or part of its rights, title and interest, or delegate all or any of its obligations under the Subrecipient Agreement to CDFA. Such assignment or delegation is to be effective only in the event of default in the Business' obligations to Grantee, under the terms and conditions of the Subrecipient Agreement.

12.5 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.

12.6 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.

12.7 Lobbying. Grantee certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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.

(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.

(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.

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

A. 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


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services at any location, under his/her control where segregated facilities are maintained.

- B. 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

Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, shall be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

12.9 Publicity and Signage.

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

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

12.9.3 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 agreeable to CDFA.


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EXHIBIT C

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 Part 200, as revised from time to time, and with the rules, regulations and guidelines established by CDFA. Administrative project costs include but are not limited to: preparation of environmental review, record keeping, reporting, audits and oversight of Project construction and compliance with all federal, state and local laws, rules and regulations and this contract. In no event shall Administrative Project Costs exceed fifteen (15) percent of the total Grant funds allowed. With respect to a non-profit subrecipient, such subrecipient shall meet the requirements of OMB 2 CFR Part 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's Implementation Guide.

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 B 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;


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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;

2.1.4.1 If the business is retail or service related and is located within a low- and moderate income area, as defined by HUD, and serves the residents of that LMA area, Grantee shall submit the following:

- a. The name, address and DUNS# of the Business
- b. The boundaries of the area served by the Business

2.1.4.2 If the Business is not located within a low- and moderate-income area or does not provide goods and services to the residents of a LMA service area, Grantee shall submit the following:

- a. Initial payroll and final payroll
- b. Family income of the person offered the created job, prior to the person being hired (using standard Family Income Verification Form)
- c. BECA (in a form acceptable to CDFA)
- d. Contract for services for the current program year (including a scope of services specifically mentioning one or more services itemized in Section 1.2 above and an estimate of hours to be spent within the current program year). Even if a business received services in a prior program year, a new contract for services is required for the current program year.

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.


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3.2 All requests for funds related to this grant shall be submitted in writing by the Treasurer and approved by the President of the Subrecipient, NHARDC, prior to submission of Grantee's GMS claims request.

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 B 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 \$16,000 of Grant Funds may be applied by the Grantee for administrative in carrying out the Requirements of this Agreement.

4.7 Up to \$171,000 of grant funds may be subgranted to Subrecipient for the purpose of making a capacity grants to the Subrecipient Member RDCs of the NHARDC as follows:

4.7.1 Funds in the amount of \$171,000 will be disbursed amongst the nine Member RDCs to provide technical assistance to Businesses.

4.7.2 An additional \$80,000 will be used to establish a professional consultant fund (Fund) which will enable Member RDCs to hire professional technical services consultants to provide specialized services to businesses that cannot be provided by RDC staff, including but not limited to, legal and financial assistance. Each Member RDC is required to provide matching funds equal to its respective Fund request and disbursement. Requests for Fund proposals must be submitted to and approved by CDFA Staff on a case-by-case basis.


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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 (if applicable).

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.


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ATTACHMENT I
SOURCES AND USES BUDGET
Community Development Block Grant Program

Uses	Sources			
	CDBG	RDC Match		Total Uses \$
Business Technical Assistance	\$251,000	\$267,000		\$518,000
Grant Administration	\$16,000			\$16,000
Total	\$267,000	\$267,000		\$534,000


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ATTACHMENT II

SUBRECIPIENT AGREEMENT MINIMUM TERMS AND CONDITIONS

County of Grafton ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with the NH Alliance of Regional Development Corporations (NHARDC) ("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.** NHARDC ("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 The project shall consist of the awarding of \$267,000.00 in Community Development Block Grant (CDBG) funds to County of Grafton (hereinafter, the "Grantee"), for purposes of a capacity building grant to the New Hampshire Alliance of Regional Development Corporations (NHARDC or "Subrecipient") which Alliance represents nine Member Regional Development Corporations (Member RDCs). The purpose of the grant shall be to provide technical assistance to Businesses which will result in the creation of fourteen (14) permanent full-time equivalent jobs, 100% of which must be held by low- and moderate-income persons.

In return for the issuance of the Grant funds as provided herein, Grantee shall, through its Subrecipient agreement with NHARDC, monitor and enforce the employment commitments of NHARDC in accordance with the provisions of this Agreement and the Exhibits and Attachments hereto.

The Grantee will retain \$16,000 of the grant for associated administrative management of the grant, as set forth in Section 2 Grant Administration.

Funds in the amount of \$171,000 will be disbursed amongst the nine Member RDCs to provide technical assistance to Businesses.

An additional \$80,000 will be used to establish a professional consultant fund (Fund) which will enable


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Member RDCs to hire professional technical services consultants to provide specialized services to businesses that cannot be provided by RDC staff, including but not limited to, legal and financial assistance. Each Member RDC is required to provide matching funds equal to its respective Fund request and disbursement. Requests for Fund proposals must be submitted to and approved by CDFA Staff on a case-by-case basis. "Terms of said Fund are incorporated herein and are recited in the "Process to Access and Administer Allocations from the RDC Consultant Fund" on the last page of this Attachment II and shall be incorporated in the final Subrecipient Agreement between Grantee and Subrecipient.

2.2 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 specifically, technical assistance to a Business needs to be for one of the following eligible activities, and must also meet a CDBG national objective and public benefit standard by resulting in the creation of at least one permanent, full-time job benefiting LMI person(s) per \$20,000 awarded, in the aggregate by:

- a. establishing and managing a budget for the business
- b. helping the business to prepare a loan request
- c. marketing or development of a marketing plan
- d. developing signage, marketing materials or a logo
- e. creating a plan to provide, or partner to provide, workforce training and development
- f. providing legal or financial management assistance
- g. other technical assistance activities provide to eligible clients

2.3 Prior to the Grantee's submission of its request for Grant funds Subrecipient Member RDC shall enter into a Business & Employment Commitment Agreement (BECA) with the Business(es) in a form satisfactory to CDFA. In addition, the following provisions are applicable.

2.3.1 If the Business is not located within a low- and moderate-income area or does not provide goods and services to the residents of a LMA service area, Grantee shall submit the following:

- a. Initial payroll and final payroll
- b. Family Income of the person offered the created job, prior to the person being hired (using the standard Family Income Verification Form)
- c. BECA (in a form satisfactory to CDFA)
- d. Contract for services for the current program year (including a scope of services specifically mentioning one or more services itemized in Section 1.2 above and an estimate of hours to be spent within the current program year). Even if a business received services in a prior program year, a new contract for services is required for the current program year.

2.4 Grant of Funds/Matching Funds. The Parties agree that the CDBG funds to be awarded pursuant to this Agreement are contingent upon a commitment of \$19,000.00 in non-CDBG funds from each Subrecipient Member RDC as follows:

2.4.1 A firm commitment of \$19,000.00 by each Member RDC (RLF or other funds).

2.4.2 Grant funds shall not be released or disbursed to Grantee unless and until the commitments described above, in an amount not less than \$19,000.00 per RDC have been obtained and documented to CDFA's satisfaction.

2.4.3 Further, for the Professional Consultant Fun portion of this award (\$80,000), each Member RDC is required to provide matching funds equal to its respective Fund request and


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disbursement.

2.4.5 Matching funds are to be counted from July 1, 2021.

3. **SUBRECIPIENT REQUIREMENTS.**

3.1 Use of proceeds by NHARDC. The long-term benefit of the project for low- and moderate-income persons is achieved by increasing the capacity of the RDCs to deliver economic development services in their regions and, ultimately, by the creation of jobs for this demographic group.

3.2 Duty to enforce. NHARDC shall ensure that the full and total complement of fourteen (14) jobs aggregated, and their availability to 100% of low- and moderate-income persons, will be achieved.

3.3 Compliance with laws. NHARDC 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, 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.

All requests for funds related to this grant shall be submitted in writing by the Treasurer and approved by the President of the Subrecipient, NHARDC, prior to submission of Grantee's GMS claims request.

Acceptable work plans, as required in CDFA 307.02, must be submitted and approved prior to the approval of claims and the disbursement of any funds.

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, this Agreement, or other termination of the project, NHARDC 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.

3.5 Grant Funds Disbursement Procedure. In an effort to minimize administrative overhead, funds for this grant will be disbursed quarterly per the following procedure:

3.5.1 Member RDC submits expense justification to Grantee.

3.5.2 Grantee requests a 'master' invoice from the NHARDC for aggregate amount from all RDCs for the calendar quarter.

3.5.2 Grantee submits payment request to CDFA.

3.5.3 CDFA issues payment to Grantee in the amount of the request.

3.5.4 Grantee issues a check in the amount of the request to the NHARDC.


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3.5.5 NHARDC issues individual checks (one to each of the nine qualifying Member RDCs) in the appropriate amount for that calendar quarter, with an annual amount of not more than \$19,000 to each RDC (totaling \$171,000). Checks shall be signed by the NHARDC Treasurer and President.

3.5.6 Funds in the amount of \$16,000 will be used for Grantee Administrative expenses.

3.5.7 An additional \$80,000 will be used to establish a professional consultant fund (Fund) which will enable Member RDCs to hire professional technical services consultants that cannot be provided by RDC staff, including but not limited to, legal and financial assistance. Each Member RDC is required to provide matching funds equal to its respective Fund request and disbursement. Requests for Fund proposals must be submitted to and approved by CDFA Staff on a case-by-case basis.

4. SCHEDULE

4.1 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.

4.2 Grant Completion Date. All work shall be completed prior to the Grant Completion Date as set forth 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.

5. INSURANCE AND TAXES

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

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.

5.2 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.

6. REPORTING REQUIREMENTS: PERIODIC AND CLOSEOUT AGREEMENTS.

6.1 Closeout Agreement. NHARDC 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.

6.2 Semi-Annual Reports. For inclusion in the Grantee's Semi-Annual reports, NHARDC shall require the RDCs provide the Grantee with current job creation status information by use of the RDC


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Capacity Grant Job Creation Log, attached as Attachment III.

6.3 Closeout Report. For closeout purposes, NHARDC shall require the RDCs to provide final job creation statistics on the *RDC Capacity Grant Job Creation Log*.

6.4 Deadlines. NHARDC shall submit to the Grantee all required job creation documentation within ten (10) days of the receipt of the information from the RDCs. The information shall be submitted by December 30 and June 30 of each year to allow the Grantee to make timely reports to CDFA. Jobs may be counted beginning July 1, 2021.

7. ACCOUNTING, AUDIT, AND RECORD KEEPING REQUIREMENTS

7.1 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 OMB Circular A-133 (for fiscal year 2016 and prior) and 2 CFR 200 (for fiscal year 2017 and ongoing). 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.

7.2 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.

7.3 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.

8. INDEMNIFICATION

8.1 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.

9. MAINTENANCE OF CORPORATE EXISTENCE

9.1 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.

9.2 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


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of for providing employment opportunities for Low- and Moderate-Income Persons, during the Grant Period, as required pursuant to this agreement.

10. 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 under the Grant Agreement, and related documents including, but not limited to, the failure of the Subrecipient to accomplish the required job creation and benefit to low- and moderate-income persons;
- (b) Failure of Subrecipient to complete the Project satisfactorily in accordance with the approved Plans or on schedule or failure to submit any report, documentation or other instrument under this Agreement;
- (c) Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, or if the Property or any portion thereof is conveyed or encumbered in any way without the prior written consent of the Grantee;
- (d) Any survey, report or examination discloses that the Project or Property or any portion thereof encroaches upon or projects over a street or upon or over adjoining property or violates any setback or other restriction, however created, or any zoning regulations or any building restriction of any governmental authority having jurisdiction with respect to the Property;
- (e) The Property or Project are materially damaged or destroyed by fire or other casualty or cause and the insurance proceeds therefrom are inadequate to rebuild or restore the Project or Property to their condition immediately prior to such casualty;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) Any cessation occurs at any time in construction of the Project for more than one (1) week except for causes beyond the control of Subrecipient, or if any substantial change is made in the schedule for the construction or in the approved Plans without the prior approval of the Grantee and CDFA;
- (j) 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;
- (k) A petition, order, judgment, or decree shall be entered, without the application, approval or consent


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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;

- (l) 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
- (m) Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.

11. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

11.1 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) In the event Grantee fails to enforce the provisions of either the Subrecipient or Business & Employment Commitment Agreement or fails to cure any event of default under the Subrecipient or Business & Employment Commitment Agreement, Grantee shall, upon demand by CDFA, assign and convey all or part of its rights, title and interest, or delegate all or any of its obligations under the Subrecipient or Business & Employment Commitment Agreement to CDFA.
- (b) Terminate this Agreement, effective immediately upon giving notice of termination;
- (c) 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;
- (d) 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;
- (e) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;
- (f) Foreclose under any available security instrument created under this agreement; and
- (g) 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.

11.2 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.

11.3 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.

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


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- (a) Subrecipient will obtain all necessary approvals of the Plans and all necessary permits for the operation of its business from all governmental authorities having jurisdiction over the Project.
- (b) Construction of the project will not violate any zoning, environmental, subdivision, or land use ordinance, regulation or law; the Property conforms and complies in all material respects with all covenants, conditions, restrictions, reservations and zoning, environmental land use, and other applicable ordinances, laws, rules and regulations, federal, state, or local, affecting the Property.
- (c) 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.
- (d) 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.
- (e) The execution and delivery and performance by Subrecipient of its obligations under this Agreement and the loan documents 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.
- (f) 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.
- (g) 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.
- (h) Subrecipient has complied in all material respects with all applicable statutes, regulations, and rules of federal, state, and local governments in respect to the conduct of its business and operations, including without limitation all applicable environmental statutes.
- (i) 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,


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lease agreement or other agreement relating thereto. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

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

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 CFR Part 200. Subrecipient acknowledges that it shall meet the requirements of OMB 2 CFR 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 Governing Law. The Subrecipient Agreement shall be governed by and construed in accordance with laws of the State of New Hampshire.

13.6 No failure on the part of Grantee or CDFA to exercise, and no delay in exercising, any right, power, or remedy under this Agreement or any other agreement contemplated herein shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any such agreements preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

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



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***Process to Access and Administer Allocations from the RDC Consultant Fund**

1. Up to \$80,000 is available in this Fund, as part of the NHARDC Business TA grant #21-405-CDCA, with a project period of July 1, 2021 - June 30, 2022.
2. Proposals may be submitted by individual RDCs, a group of RDCs or the Alliance on behalf of all RDC members.
3. Funds must be used to pay a consultant, not RDC staff.
4. Discuss your potential project with CDFA's Director of Economic Development (Director) to determine initial eligibility. Proposals may be in any amount up to \$20,000 (larger amounts are possible in consultation with Director).
5. Submit a written proposal (email Director, cc Grant Administrator) describing the project, including:
 - Intended use of funds and how need was determined;
 - How the project fits with the RDC's strategic goals;
 - Amount requested and total project budget; and
 - Commitment to provide matching funds and job creation (one job per \$20K requested)
6. Director to review proposal and discuss any questions with RDC. After the proposal is approved (to be confirmed with a letter), RDC will need to prepare and circulate a "request for services," or a "request for qualifications," whichever is appropriate, obtaining at least two (2) quotes or responses.

Note: The aggregate amount of the Consultant Fund (\$80,000) falls under the Federal small-purchase guidelines, which only require obtaining at least two quotes to establish the cost for the service in lieu of a formal RFP, or at least two qualification statements in lieu of a formal RFQ.

7. When you have chosen a provider, prepare a service agreement between the provider and the RDC (or the Alliance if proposal will serve all RDCs). The service agreement should specify the activities, schedule, cost, reporting, invoicing and any other requirements the RDC has. Be sure to indicate sufficient time between invoicing and payment to account for the CDFA claim process (suggest 90-120 days).
8. After the service has been provided, the consultant should submit a report or other evidence of service provided to the RDC, attaching an invoice addressed to the RDC.
9. The RDC should approve the invoice(s) and report(s), then prepare an invoice to the NHARDC for the consultant services on a quarterly basis. This invoice should be separate from the Business TA invoice. Match should also be provided to Grant Administrator at the same time.
10. Grant Administrator will submit the report(s) and invoice(s) on the regular claim schedule, i.e. October, January, April and July. Once the NHARDC receives the funds from Grafton County/CDFA, NHARDC will pay the invoice(s) to the RDC.


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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	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 5px;">Any auto</div>			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident <input type="checkbox"/> Disease - Each Employee <input type="checkbox"/> Disease - Policy Limit	 \$2,000,000 \$2,000,000
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: Mary Beth Purcell Date: 6/16/2021 mpurcell@nhprimex.org Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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CERTIFICATE OF COVERAGE

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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	
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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) <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>	7/1/2021	7/1/2022	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			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

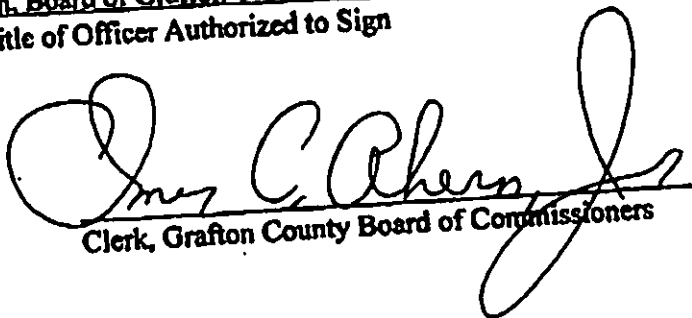
Description: Relative to the Community Development Block Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend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

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ - NH Public Risk Management Exchange
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301					By: Mary Beth Purcell
					Date: 6/16/2021 mpurcell@nhprimex.org
					Please direct Inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax

**CERTIFICATE
21-405-CDCA**


I, Omer C. Ahern, Jr. Clerk of the Grafton County Board of Commissioners, Grafton County, New Hampshire do hereby certify that: (1) at the public hearing held on January 12, 2021, the Grafton 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 of the Board of County 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 elected to , and now occupies, the office indicated under item (2) above:

Wendy Piper, Chairman, Board of Grafton County Commissioners
Name and Title of Officer Authorized to Sign


Clerk, Grafton County Board of Commissioners

State of New Hampshire
County of Grafton, SS

The foregoing instrument was acknowledged before me this 17th day of August, 2021, by the above-named Omer C. Ahern Jr. Clerk of the Grafton County Board of Commissioners. Grafton County, New Hampshire.

 (seal)
Notary Public
My Commission expires: 9/5/23

MICHAEL LEVISS
NOTARY PUBLIC
NEW HAMPSHIRE
MY COMMISSION
EXPIRES
SEPTEMBER 5, 2023


CERTIFICATION OF GRANTEE'S ATTORNEY

Award No. 21-405-CDCA

I, MARTHA ANN HOLNICK 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 GRAFTON COUNTY this 18th day of August 2021



Signature of Grantee's Attorney

County of Grafton/NH Alliance of Regional Development Corporations/Business Technical Assistance Program – \$267,000 (Economic Development)

Applicant	Grafton County
Subrecipient	NH Alliance of Regional Development Corporations
Project Name	Business Technical Assistance Program
Project Location	Statewide
Request	\$267,000
Recommended Award	\$267,000
Total Number of Jobs	14 Jobs
LMI People	14
HUD CDBG National Objective	LMJ – Low Moderate Income Job Benefit
HUD CDBG Eligible Activity	18A – ED Assistance to For-Profits - 570.203(b)
Economic Development Category	RDC/ Business Technical Assistance Funding

Introduction

Grafton County, on behalf of New Hampshire's nine of the ten established Regional Development Corporations (RDCs), is seeking \$267,000 to provide technical assistance to New Hampshire businesses. CDFA recommends funding the application with an award of \$267,000. Specifically, technical assistance to a business will be for one of the following eligible activities:

- Establishing and managing a budget for the business;
- Helping the business to prepare a loan request;
- Marketing or development of a marketing plan;
- Developing signage, marketing materials or a logo; and/or
- Creating a plan to provide, or partner to provide, workforce training and development.

Along with the administrative cost of \$16,000, the project would divide \$171,000 equally among the nine RDCs (\$19,000 per RDC) and make available an additional \$80,000 on a competitive basis to be used for outside consultant support to businesses – services that are beyond the scope or expertise of RDC staff.

RDC Qualifications

New Hampshire's Regional Development Corporations (RDCs) are focused on providing financial and other support to businesses and communities through various loan programs, technical assistance and initiatives that promote economic development, foster the creation of quality jobs, and enhance the economic well-being of New Hampshire's local communities. RDCs are an important component of the economic-development delivery system for CDBG funds in New Hampshire.

The RDCs have these fundamental traits in common:

- Registered with the NH Secretary of State as a not-for-profit organization;
- Incorporated for the primary purpose of providing economic development services to a specific geographic region;
- Administer a revolving loan fund;
- Serve low- and moderate-income constituents through job creation and retention;
- Have experience and capacity to finance economic-development projects;
- Have equal membership on its representative body available to each of the municipalities in its chartered area and elects its governing board by vote of its membership; and
- Not an instrumentality of a CDBG grantee (i.e. town or county).

Each RDC also is a member of the New Hampshire Alliance of Regional Development Corporations (NHARDC). The mission of the NHARDC is:

- 1) To enhance the economic well-being of the State of New Hampshire, through the provision of services to communities, businesses, and citizens of the state;
- 2) To enhance the economic stability and opportunities of the state; and
- 3) To promote and develop the welfare and economic well-being of the residents of the State of New Hampshire by assisting, promoting, and encouraging economic development growth and prosperity in a manner consistent with employment needs of its citizens.

The RDCs are individually and collectively committed to that mission, through the purposes and goals as described in their by-laws.

RDC Summary and Summary of CDFA Capacity Funding

Jobs: This Business Technical Assistance Grant requires each RDC to meet the CDBG national objective and public-benefit standard by creating at least one job for a person from a low- and moderate-income household for each \$20,000 in CDBG funding awarded.

Beyond job creation: In addition to the job-creation requirements tied to this funding, RDCs perform other functions and participate collaboratively with other economic development entities and external partners in their regions. They strive to be the "go-to" source for gap financing and links to various business resources around the State.

For this proposal, CDFA collects the following documentation from each RDC:

- 1) Permanent organizational documents (such as by-laws, loan policies, etc.);
- 2) Annual information (board list, organizational chart, loan portfolio, CDBG projects, job-creation efforts, etc.);
- 3) Financial information, including the most recent audited financial statement and management-prepared interim financials for the current year;
- 4) Matching-funds and job-creation commitments; and
- 5) An annual work plan for the proposed program year.

CDFA reviews these documents and conducts a detailed financial review of each RDC. Financial reviews indicated that there are no significant financial issues that would preclude successful deployment of the business technical assistance proposed as part of this application.

Sources and Uses

	<i>Sources</i>			<i>Totals</i>
	<i>Uses</i>	CDBG Funds	RDC Match	
	Business Technical Assistance	\$251,000	\$267,000	\$518,000
	Grant Administration	\$16,000		\$16,000
	Totals:	\$267,000	\$267,000	\$534,000

Applicant and Sub-recipient

One application through Grafton County has been submitted. Funds will be sub-granted to NHARDC on behalf of nine of its member RDCs. There will be two parts to the funds available to the RDCs.

The first part involves direct technical assistance provided by RDC staff to businesses within its service area. Nine RDCs will contribute matching funds from their internal resources, exclusive of staff time spent providing technical assistance to specific businesses. In return, each RDC can request up to \$19,000 in reimbursement (\$171,000 in the aggregate). (Due to staff and financial restructuring, Monadnock Economic Development Corporation is not participating in the Business TA program in the upcoming program year and thus is not included as part of this application.)

The second part of the funding will consist of a 'pool' of funds in the amount of \$80,000. As an RDC identifies a business technical-assistance need that it cannot provide with its own staff, it may request additional funds from the consultant 'pool' to acquire the services of a consultant to provide the technical assistance. Consultant proposals will be approved by CDFA. If an RDC utilizes outside consultants for specific technical assistance, it will provide additional match equal to the amount of funding requested for the consultant. This is the fourth year of this activity, which showed modest success in the first three years.

Administrative Costs

CDFA first used the single subrecipient model for the 2016 Business Technical Assistance application with much success. Paperwork has been kept to a minimum and efficiencies have been gained by streamlining the administrative procedures. By limiting the submittal to one applicant, one subrecipient and quarterly drawdown requests, the administrative overhead is significantly minimized as well.

Administration Cost Breakdown

Grant Administrator	\$10,000
Legal	\$500
Audit	\$1,500
Application Writing	\$4,000
Total	\$ 16,000

Job Creation

In accordance with CDBG national objectives and public benefit standards, all RDCs together will create at least one job benefiting LMI person(s) per \$20,000 awarded in the aggregate, for a total of 14 jobs.