



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

Requested Action – Award a Grant

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to award a grant to the County of Grafton, 3855 Dartmouth College Highway, Box, 1, North Haverhill, New Hampshire, in the amount of \$421,365 for the purpose of assisting three organizations to provide COVID-related direct grants to microenterprises throughout the State of New Hampshire, upon Governor and Council approval for the period effective March 3, 2021 through December 31, 2021. **100% federal funds.**

Explanation

The County of Grafton is requesting CDBG funds to assist microenterprise businesses with COVID-related costs. If approved, the funds will be sub-granted to three organizations; Belknap Economic Development Council (BEDC), located in Laconia; Northern Community Investment Corporation (NCIC), located in Lancaster; and the Women's Rural Entrepreneurial Network (WREN), located in Bethlehem. These funds will assist qualifying microenterprises in Belknap, Carroll, Cheshire, Coos and Grafton counties to cover costs associated with preparing for, responding to or recovering from the COVID-19 pandemic. A minimum of one hundred twenty-eight (128) microenterprise businesses will be assisted collectively, of which 100% served will be of low- and moderate-income.

This Agreement allocates a portion of the Community Development Block Grant – Coronavirus Relief (CDBG-CV) 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

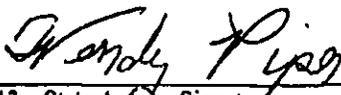
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

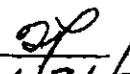
AGREEMENT

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 Haverhill, NH 03774	
1.5 Contractor Phone Number 603-787-2656	1.6 Account Number 20-405-CDMC-CV	1.7 Completion Date December 31, 2021	1.8 Price Limitation \$421,365
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  Date: 1/26/21		1.12 Name and Title of Contractor Signatory Wendy Piper, Chair, Board of Commissioners	
1.13 State Agency Signature  Date: 1/29/2021		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:  On: 2/2/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

Contractor Initials 
 Date 1/26/21

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.

Contractor Initials
Date

[Handwritten Signature]
1/31/21

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 Initials
Date 1/26/21

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.

Exhibit A

Additional CDBG-CV Requirements

In addition to the terms and conditions in the Grantee contract and subrecipient agreement, the following requirements apply to Grantees and subrecipients receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for or respond to coronavirus.
- 2) The Grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). (See Attachment VI and Attachment VII.)
- 4) The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25.300, Universal Identifier and General Contractor Registration.
- 5) The Grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- 6) The Grantee or subrecipient that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.


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EXHIBIT B
GRANT ACTIVITIES

1. PROJECT DESCRIPTION AND PURPOSE.

1.1 This project shall consist of the awarding of \$421,365 in Community Development Block Grant Coronavirus (CDBG-CV) funds to the County of Grafton ("Grantee"), of which a total of \$384,000 is to be subgranted as follows: Belknap County Economic Development Council, Inc. (BEDC) (\$204,000); Northern Community Investment Corporation (NCIC) (\$105,000); and Women's Rural Entrepreneurial Network (WREN) (\$75,000) (collectively referred to as "Subrecipient") for Microenterprise Direct Grants. Subgranted funds will be used by the Subrecipients to provide direct grants to qualifying low- and moderate-income microenterprises with 100% of persons served being of low- and moderate-income status. Direct grants must be used by the microenterprises solely to cover costs associated with preparing for, responding to or recovering from the COVID-19 pandemic. Subgranted funds shall be set forth in each of the organization's Subrecipient Agreements attached hereto.

The CDBG-CV Microenterprise Direct Grant Program mission is to cover costs associated with preparing for, responding to, or recovering from the COVID-19 pandemic for microenterprise businesses.

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

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 Housing and Economic Recovery Act of 2008 (HERA), as amended, and the CARES Act, the Parties agree that the Subrecipients will collectively serve at least 128 microenterprise beneficiaries of which 100% will be of low- and moderate-income, as that term is defined in 24 CFR 570.483 and CDEA's Implementation Guide.

2. GRANT ADMINISTRATION.

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

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

2.3 Grantee shall be permitted to request up to \$37,365 of CDBG-CV funds for reimbursement of administrative Project Costs. In no event shall administrative costs reimbursable with Grant funds exceed fifteen percent (15%) of the total Grant Funds. Administrative costs shall be limited to the allowable costs as specified in OMB 2 CFR Part 200, as the same may be amended from time to time. Such costs include but are not limited to: preparation of environmental review, recordkeeping, reporting, audits and oversight of Project construction and compliance with all federal, state and local laws, rules and regulations.

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


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

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

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

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

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

3. FEDERAL COMPLIANCE

3.1 Grantee shall comply, and shall require any Subrecipient, contractor and subcontractor to comply, with the following federal and state laws and all applicable standards, rules, orders, or regulations issued pursuant thereto:

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

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

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

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

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

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

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

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


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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 16, as amended from time to time.

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

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

3.1.12 The lead paint requirements (24 CFR 35) of The Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.).

3.1.13 The NH State Energy Code (RSA 155-D).

3.1.14 The NH State Life Safety Code (RSA 155:1) and rules of the NH State Fire Marshall.

3.1.15 Citizen Participation Requirements. The 1987 amendments to the Housing and Community Development Act of 1974, stated in Section 508.

3.1.16 Affirmative Action Requirements. In furtherance of its covenant Grantee shall:

(1) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, or national origin; such action shall be taken in conjunction with any of the Grantee's acts in the capacity of an employer including, but not limited to: employment of individuals, upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; changes in rates of pay or other forms of compensation; selection for training, including apprenticeship, and participation in recreational and educational activities;

(2) post in conspicuous places available to employees and applicants, employment notices, to be provided by CDFA, setting forth the provisions of this non-discrimination clause; the Grantee will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex or national origin;

(3) keep all such information, records and reports as may be required by the rules, regulations or orders of the Secretary of Labor and furnish or submit the same at such times as may be required; the Grantee shall also permit CDFA, or the Secretary of Labor or any of their designated representatives to have access to any of the Grantee's books, records and accounts for the purpose of investigation to ascertain compliance with the aforesaid rules, regulations and orders and covenants and conditions herein contained;

(4) during the term of this Agreement, shall not discriminate among participants under this Agreement on the basis of race, color, religion, sex, handicap or national origin. For the purpose of this Agreement, distinctions on the grounds of the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service;


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restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, religion, sex, or national origin of the participants to be served.

3.1.17 Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended by the Housing and Community Development Act of 1974 (42 USC 5301). The contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower-income project area residents. Further, the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of service and supplies.

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

3.1.19 Federal Funding Accountability and Transparency Act (FFATA). As applicable to this grant, and for all subcontracts exceeding \$25,000, Grantee shall require that the Subgrantee or Subrecipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act (FFATA) 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.

3.1.21 Additional CDBG CV Requirements. The Grantee and Subrecipient shall adhere to the CDBG CV additional requirements set forth in Exhibit A.

4. SUBRECIPIENT AGREEMENTS.


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

4.2 The Subrecipient Agreements shall provide for the subgranting of \$384,000 in CDBG-CV funds for the purposes described herein and consistent with the terms and conditions of this Agreement.

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

4.4 Grantee shall cause the applicable provisions of this Exhibit to be inserted in all Subrecipient agreements, contracts and subcontracts for any work or Project Activities covered by this Agreement so that the provisions will be binding on each Subrecipient, contractor and subcontractor. 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 with respect to the CDBG-CV funds to be awarded pursuant to this Agreement there are no match requirements in connection with this Grant Project.

6. SECURITY REQUIREMENTS.

Not Applicable to this Award.

7. ADDITIONAL GRANT REQUIREMENTS.

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

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

7.3 Grantee shall submit to CDFA documentation of direct-grant assistance to qualifying microenterprise beneficiaries incurred by the Subrecipients any time on or after March 1, 2020. Reports shall be provided as set forth in Attachments II-A, II-B and II-C, Subrecipient Agreements. All reporting, including additional documentation and reporting requirements from said Subrecipient Agreements, shall be submitted via CDFA's Grants Management System (GMS).

7.4 In the event Grantee fails to enforce the provisions of the Subrecipient Agreements or fails to cure any event of default under the Subrecipient Agreements, Grantee shall, upon demand by CDFA, assign and



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convey all or part of its rights, title and interest, or delegate all or any of its obligations under the Subrecipient Agreements to CDFA.

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

7.5 CDFA shall have the right to terminate all or part of its obligations under this Agreement in the event that any official, employee, architect, engineer, attorney or inspector of, or for, Grantee, or any government official or representative, becomes directly or indirectly interested financially in the acquisition of any materials or equipment, or in any construction of the Project, or in the furnishing of any service to, or in connection with, the Project, or any benefit arising therefrom.

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

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

7.8 Lobbying. Grantee certifies that:

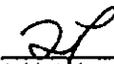
7.8.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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


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7.9.2 He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offer or, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

8. GRANTEE FINANCIAL MANAGEMENT SYSTEM.

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

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

8.3 **Fiscal Control:** Grantee must establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed by Subrecipient and contractors as well as to funds disbursed in direct operations of Grantee. Grantee shall be required to maintain a financial management system which complies with 2 CFR 200.302 or such equivalent system as CDFA may require. Requests for payment shall be made according to CDFA's Community Development Block Grant Implementation Guide.

(See Attachment IV – CDBG-CV Microenterprise Claims and Financial Management Process)


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9. PROCUREMENT

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

10. REPORTS AND CLOSE OUT

10.1 Periodic 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 with each claim and by the 15th of the month in January and July via CDFA's GMS.

10.2 Financial reports, including a statement detailing all Grant or Project Costs (as hereinafter defined) which have been incurred since the prior request for reimbursement, shall be submitted with each request for reimbursement and with the Closeout Report. Financial Reports shall be submitted on forms provided by CDFA.

10.3 Within ninety (90) days after the Completion Date, a Closeout Report shall be submitted which summarizes the results of the Grant Activities, showing in particular how the Grant Activities have been performed. The Closeout Report shall be in the form required or specified by CDFA.

10.4 The Audited Financial Reports shall be prepared in accordance with the regulations which implement OMB 2 CFR Part 200. A copy of the audited financial report shall be submitted within ninety (90) days of the completion of said report to CDFA.

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

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

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

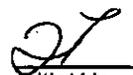
10.6 Where the length of the grant period exceeds twenty-four (24) months, there shall be an interim audit performed and submitted.

10.7 Specific Subrecipient Reporting. Several performance measures and goals reporting will be required from the Grantee via the Subrecipients as outlined in the attached Subrecipient Agreements for all Subrecipient organizations.

11. RECORDS AND ACCOUNTS: ACCESS

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

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


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

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

12. TERMINATION; REMEDIES

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

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

12.3 Termination for Default. In the event of termination for default or other violation of Program requirements, CDFA shall, upon receipt, acceptance and approval of the Termination Report submitted by Grantee, pay Grantee for Project Costs incurred up to and including the date of termination (subject to off-set against funds paid to Grantee hereunder and to the refund of any excess funds); provided, however, that in such event the amount of such payment shall be determined solely by CDFA; and provided, further, that in no event shall the making of any such payments relieve Grantee of any liability for damages sustained or incurred by CDFA as a result of Grantee's breach of its obligations hereunder, or relieve Grantee of responsibility to seek return of Grant Funds from any Subrecipient or Beneficiary where applicable.

12.4 Limitation on Grantee Liability for Subgranted Funds. Notwithstanding anything in this Agreement to the contrary and absent the presence of fraud or negligence on the part of Grantee in enforcing its rights and obligations under the terms of any Subrecipient agreement, the sole obligation of Grantee with respect to the return of Grant Funds, in the event of default on a grant condition or other termination of the Project or event requiring return of Grant Funds, shall be to make a good faith effort to return to the State of New Hampshire all grant funds paid to Subrecipient through Grantee. Grantee shall make good faith efforts to enforce the legal obligations entered into with the Subrecipient as provided herein, to call


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upon the collateral held by itself or others, and exercise due diligence in its efforts in bringing about the satisfaction of the grant obligations and, having done so, it shall not be required to look to any other funds or its tax base to recoup grant funds not recovered from the Subrecipient.

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

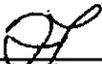

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EXHIBIT C

PROJECT/PROGRAM ACTIVITY COSTS; METHOD AND TERMS OF PAYMENT

1. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY CDFA.

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

1.2 **Delivery Costs:** As used in this Agreement, the term "Delivery Costs" shall mean all reimbursable costs incurred by a Subrecipient, as set forth in Attachment I, "Sources and Uses" in connection with implementation of subrecipient's microenterprise direct grant program, and which are allowable by the New Hampshire Community Development Block Grant program guidance.

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 New Hampshire Community Development Block Grant program guidance.

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;

2.1.5 Any lease and loan documents, mortgages, liens, security instruments, municipal bonds, and similar agreements used in connection with the enforcement of beneficiary requirements, as well as any other related documents as requested by CDFA.

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

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

3. REQUIRED DOCUMENTATION FOR DISBURSEMENT OF GRANT FUNDS.

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

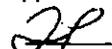
4. LIMITATIONS ON USE OF FUNDS.

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

4.2 Grant funds are to be used only in accordance with procedures, requirements and principles specified in 2 CFR 200.

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


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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 \$37,365 of Grant Funds may be applied by the Grantee for Administrative Costs in carrying out the requirements of this Agreement.

4.7 Up to \$384,000 of Grant Funds may be subgranted to Subrecipient for the purpose of providing direct grants to qualifying low- and moderate-income microenterprises as described herein pursuant to the requirements of this Agreement.

5. PERFORMANCE OF SERVICES BY GRANTEE PRIOR TO EFFECTIVE DATE; PAYMENT BY CDFA.

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

6. PROGRAM INCOME.

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

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

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


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ATTACHMENT I

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

Sub Recipient	Total Award	# of beneficiaries
BEDC	\$204,000	68
NCIC	\$105,000	35
WREN	\$75,000	25

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

Category	BEDC Cost	NCIC Cost	WREN Cost	TOTAL COST
Admin	21,688	9,145	6,532	\$37,365
Total	\$21,688	\$9,145	\$6,532	\$37,365


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ATTACHMENT II-A

SUBRECIPIENT AGREEMENT MINIMUM TERMS AND CONDITIONS

The County of Grafton ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with the Belknap County Economic Development Council, Inc. (BEDC) ("Subrecipient") to be executed in conformance with the requirements of Exhibits A & B 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.

Belknap County Economic Development Council, Inc. (BEDC) ("Subrecipient") shall represent and warrant:

- 1.1 Subrecipient is a duly organized and validly existing New Hampshire nonprofit corporation in good standing under the laws of this State. Subrecipient has the power and authority to undertake the grant activities as provided in the Grant Agreement. Subrecipient has the power and authority to own its properties, to conduct business as it is now being conducted, has the power to execute and deliver and perform its obligation under the Subrecipient Agreement and all other documents as applicable to this grant agreement.
- 1.2 The Subrecipient Agreement is the legal, valid and binding obligation of Subrecipient enforceable against Subrecipient, in accordance with each document's respective terms.
- 1.3 Subrecipient has complied in all material respects with all applicable federal, state and local laws, statutes, rules and regulations pertaining to the grant activities.
- 1.4 No application, exhibit, schedule, report or other written information provided by Subrecipient or its agents in connection with the grant application knowingly contained, when made, any material misstatement of fact or knowingly omitted to state any material fact necessary to make the statements contained therein not misleading, in light of the circumstances under which they were made.

2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.

2.1 Project Description.

This project shall consist of the awarding of \$225,688 in Community Development Block Grant Coronavirus (CDBG-CV) funds to the Grantee. The Grantee will retain \$21,688 of the grant for administrative costs associated with management of the grant and sub-grant \$204,000 to the Subrecipient via this Subrecipient Agreement.

The Subrecipient and its partners, Coos Economic Development Corporation (Coos EDC), Grafton Regional Development Corporation (GRDC) and Wentworth Economic Development Corporation (WEDCO) are committed to increasing the income and economic stability of microenterprises by helping them to address the challenges and implications of the COVID-19 pandemic. Subgranted funds will be used by the Subrecipient and its partners to provide direct grants to no fewer than 68 qualifying low- and moderate-income microenterprises in Belknap, Carroll, Coos and Grafton Counties, with 100% of persons served being of low- and moderate-income status. Direct grants must be used by the microenterprises solely to cover costs associated with preparing for, responding to or recovering from the COVID-19 pandemic.


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The activities to be funded pursuant to this Subrecipient Agreement shall be limited to 1) reimbursement of up to \$2,500 in direct-grant funds to a qualifying low- and moderate-income beneficiary enrolled in one of the partners' microenterprise training and technical assistance programs to cover costs associated with preparing for, responding to or recovering from the COVID-19 pandemic; and 2) up to 20% of the direct-grant amount provided to a qualifying microenterprise beneficiary to cover the Subrecipient's or partner's Program Activity Costs related to delivery of the direct grant.

3. SUBRECIPIENT REQUIREMENTS.

- 3.1 Performance Requirements. The Grantee shall enter into an agreement with Subrecipient in order to satisfy project purpose, which is to provide direct grants to a minimum of 68 beneficiaries to cover costs associated with preparing for, responding to or recovering from the COVID-19 pandemic. One-hundred percent (100%) of the beneficiaries will be low- and moderate-income persons, as set forth in Exhibit B.
- 3.2 Security. Not Applicable to this Award.
- 3.3 Compliance with Laws. Subrecipient shall comply with all applicable federal, state, and local laws, statutes, executive orders and rules as they relate to the application, acceptance and use of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.
- 3.4 Disbursement of Grant Funds. Upon compliance with, and subject to the provisions of this Agreement and provided there shall exist no Event of Default under this Agreement, the Grant Agreement or any other agreements, in connection with the Project, and no condition or event which, with the giving of notice or lapse of time would constitute such an Event of Default, the Grantee shall, upon submittal of written requests for payment accompanied by invoices and other documentation or supporting documents as required by the Grantee, make disbursements of grant funds. Disbursement of grant funds shall be in accordance with the terms of the Grant Agreement.

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

4. MICROENTERPRISE ASSISTANCE LIMITATIONS.

Under HUD guidelines, specific to microenterprise assistance, microenterprise beneficiaries are limited to CDBG funding for a period of three (3) years. To determine compliance, the eligibility of microenterprise beneficiaries shall be reviewed and tracked; eligibility is based upon the date of their initial enrollment in programs. Enrollment is not required to be consecutive. Reassessment of Low to Moderate income status is required if a Family Income Verification form is older than 3 years. New beneficiaries are those enrolled at any time on or after January 1, 2021, or upon Governor and Council approval, through the grant period end date as outlined in Section 1.7 of the General Provisions.

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

- 5.1 Semi Annual reports shall be submitted to the Grantee no later than July 10, for the period of January 1 through June 30 and no later than January 10, for the period of July 1 through December 31 of each year. Grantee shall submit these reports to CDFA by July 15 and January 15. The reporting period shall begin on the date of Governor and Council approval and end on the Completion Date specified in Section 1.7 of the General Provisions of the contract between the Grantee and CDFA.


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- 5.2 Subrecipient Reporting to Grantee. The Subrecipient, in compliance with this Subrecipient Agreement, is required to submit qualifying beneficiary information to the Grantee and CDFA as set forth in Section 6.
- 5.3 Closeout Agreement. Subrecipient shall enter into a Closeout Agreement with the Grantee and CDFA, which shall specify the reporting and other requirements applicable to the closing out of this Project.
- 5.4 Annual Subrecipient Financial Reporting. Subrecipient shall submit to the Grantee and to CDFA its annual audited financial statements, within 90 days of its fiscal year end.
- 5.6 All Reporting shall be submitted via CDFA's Grants Management System (GMS).

6. INITIAL SUBRECIPIENT DOCUMENTATION AND SPECIFIC REPORTING REQUIREMENTS.

- 6.1 In order to determine beneficiary eligibility and to comply with HUD's beneficiary enrollment limit of three years (described in Section 4, Subrecipient shall maintain a report that includes a complete list of beneficiary microenterprises enrolled in that Subrecipient's direct grant assistance program using the Microenterprise Beneficiary Tracking sheet, as set forth in Attachment III-B. Data for the report shall include information regarding each beneficiary, as set forth in the Family Income Verification Forms (FIVF), provided on Attachment III-A; and as set forth in the Subrecipient's beneficiary Intake form; and other relevant sources.
- 6.2 As needed on no more than a monthly basis, Subrecipient shall submit a claim request for all beneficiaries served since the previous claim, with specific costs and details regarding direct grants to each qualifying beneficiary. Each claim shall include a completed "CDBG-CV 20-21" tab on the Microenterprise Beneficiary Tracking Sheet (Attachment V) with information regarding each beneficiary served during that period, as set forth in Attachment III-B. The CDBG-CV 20-21 tab on the tracking sheet will be used to record beneficiary information. Subrecipient shall use and submit the CDFA-provided Microsoft Excel version of the Beneficiary Tracking Sheet and no other version.
- 6.3 At the end of the program year, Subrecipient shall prepare a final report which includes the completed CDBG-CV 20-21 tab on the Microenterprise Beneficiary Tracking Sheet for all qualifying beneficiaries that received direct grants during the entire program year, any additional information for advance payments and a narrative describing the how the direct grant program was administered, issues and challenges and information that could improve future program implementation.
- 6.4 All documentation shall be submitted via CDFA's Grants Management System (GMS).
- 6.5 Subrecipient may request a CDBG-CV reimbursement of \$2,500 in direct-grant assistance for each qualifying beneficiary, not to exceed \$1,999 in construction related expenses, plus up to 20% of the direct-grant award to cover the subrecipient's or partner's Program Activity Costs related to delivery of direct grants to qualifying beneficiaries, for a maximum reimbursement of \$3,000 per qualifying beneficiary.
- 6.6 All documentation shall be submitted via CDFA's Grants Management System (GMS).

7. GRANT OF FUNDS/MATCHING FUNDS.

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


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

8. SCHEDULE AND GRANT COMPLETION.

8.1 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.

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

8.3 Project Delays. Should the Project encounter delays relating to financing, construction or other events that may affect the Subrecipient's ability to serve the number of beneficiaries identified in Section 2 within the specified Grant Completion Date, the Subrecipient and Grantee shall submit a written request for a time extension to CDFA, describing the reason for delay. Grant completion time extension requests shall then be forwarded to Governor and Council for final approval.

9. INSURANCE AND TAXES

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

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

9.2 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.

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

10. ACCOUNTING, AUDIT, AND RECORD KEEPING REQUIREMENTS.

10.1 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


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with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984. Records to be maintained shall include Project fiscal records consisting of all books, documents, ledgers, systems and expenses incurred, including, but not limited to, purchase, requisitions, orders, invoices, vouchers, bills and receipts, inventories, and all lien documents.

10.2 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.

10.3 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.

11. INDEMNIFICATION.

Subrecipient shall defend, indemnify and hold harmless the Grantee, the State of New Hampshire, and the CDFA, their officers and employees, from and against any and all losses suffered by the Grantee, the State, or CDFA, their officers or employees, and any and all claims, liabilities or penalties asserted against the Grantee, the State or CDFA, their officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to Subrecipient out of the acts or omissions of Subrecipient.

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

12. MAINTENANCE OF CORPORATE EXISTENCE.

12.1 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.

12.2 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 to deploy the required direct-grant assistance to qualifying microenterprise beneficiaries during the Grant Period, as required pursuant to this agreement.

13. EVENTS OF DEFAULT.

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

- (a) Any Event of Default by Subrecipient under the Grant Agreement, and related documents including, but not limited to, the failure of the Subrecipient to deploy the required direct-grant assistance to qualifying microenterprise beneficiaries;
- (b) The Subrecipient's failure to comply with the reporting requirements as specified herein;
- (c) Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, without the prior written consent of the Grantee;
- (d) Any representation or warranty made herein or in any report, certification, or other instrument

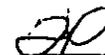

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furnished in connection with this Agreement or any advances of Grant funds made hereunder, by or in behalf of Subrecipient, shall prove to be false or misleading in any material respect;

- (e) Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, shall be filed against the Property and/or the Project and shall not be discharged within thirty (30) days of such filing;
- (f) Subrecipient shall default in the due observance or performance of any covenant, condition, assurance or agreement to be observed or performed by Subrecipient under this Agreement;
- (g) Subrecipient shall (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law;
- (h) A petition, order, judgment, or decree shall be entered, without the application, approval or consent of Subrecipient by any court of competent jurisdiction, approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of Subrecipient of all or a substantial part of its assets, and such order judgment or decree shall continue unstayed and in effect for any period of thirty (30) days;
- (i) The dissolution, termination of existence, merger or consolidation of Subrecipient or a sale of assets of Subrecipient out of the ordinary course of business without the prior written consent of the Grantee and CDFA; and
- (j) Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.
- (k) In the event that the Subrecipient fails to serve the minimum number of Low- and Moderate-Income beneficiaries, as provided in this Agreement, then the Subrecipient shall confer forthwith with the Grantee and CDFA to develop a mutually acceptable plan pursuant to which it will rectify any reporting shortfalls and maintain the required minimums. In such event, the Subrecipient shall also provide Grantee with monthly updates containing information in a form reasonably satisfactory to the Grantee, in order for the Grantee and Subrecipient to determine whether it is in compliance with such plan and its obligations as provided herein. Said monthly reports to continue until the beneficiary commitments are achieved.
- (l) The continued failure of the Subrecipient to achieve its beneficiary commitments as required herein for ninety (90) days following the date specified for such requirement shall constitute an event of default, which may give rise to any of the remedies available to the Grantee, as set forth therein.

14. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

- 14.1 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.


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- (a) Terminate this Agreement, effective immediately upon giving notice of termination;
- (b) Suspend all payment of grant funds to be made pursuant to this Agreement until such time as the Grantee determines the Event of Default has been cured;
- (c) Set off against any other obligations the Grantee may owe to Subrecipient for any damages the Grantee may suffer by reason of any Event of Default;
- (d) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;
- (e) Foreclose under any available security instrument created under this agreement; and
- (f) Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged under the loan with the Subrecipient.

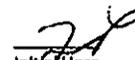
14.2 Judicial Enforcement. Subrecipient agrees that the Grantee and CDFA have a right to seek judicial enforcement with regard to any matter arising with respect to this Agreement, to include the assurances, covenants and other conditions, which extend beyond the completion date under this Agreement.

14.3 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.

15. ADDITIONAL REPRESENTATIONS AND WARRANTIES.

Subrecipient represents and warrants:

- (a) Subrecipient will obtain all necessary approvals and all necessary permits for the operation of its business from all governmental authorities having jurisdiction.
- (b) No litigation, claims, suits, orders, investigations or proceedings are pending or threatened against Subrecipient or affecting the Property or the Project at law or in equity or before or by any federal, state, municipal or other governmental instrumentality; there are no arbitration proceedings pending under collective bargaining agreements or otherwise; and to the knowledge of Subrecipient, there is no basis for any of the foregoing. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.
- (c) Subrecipient has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state or local taxes, charges and assessments, if applicable.
- (d) The execution and delivery and performance by Subrecipient of its obligations under this Agreement have been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Subrecipient is a party, or by which it is bound, or be in conflict with, result in a breach of, or constitute a default under, or except as may be provided in this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subrecipient pursuant to any such indenture, agreement or instrument. Subrecipient is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection with or


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

- (e) Subrecipient is not contemplating either the filing of a petition under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its properties, and has no knowledge of any person contemplating the filing of any such petition against it.
- (f) No statement of fact made by or on behalf of Subrecipient in any of the agreement or related documents or in any certificate, exhibit or schedule furnished to the Grantee pursuant thereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact or circumstance presently known to Subrecipient that has not been disclosed to the Grantee that materially affects adversely, nor as far as Subrecipient can foresee, will materially affect adversely Subrecipient, operations or considerations (financial or otherwise) of Subrecipient.
- (g) No Event of Default has occurred and is continuing under this Agreement and no event or condition which would, upon notice of expiration of any applicable cure, constitute an Event of Default has occurred and is continuing; Subrecipient is not in default under any note or other evidence of indebtedness or other obligation for borrowed money or any mortgage, deed to trust, indenture, lease agreement or other agreement relating thereto. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

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

16. MISCELLANEOUS PROVISIONS.

- 16.1 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.
- 16.2 Compliance with OMB 2 Part 200. Subrecipient acknowledges that it shall meet the requirements of OMB 2 Part 200, to ensure compliance with Administrative Cost Standards.
- 16.3 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.
- 16.4 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.
- 16.5 Maintenance of Project. Subrecipient shall maintain, keep, and preserve in good working order and condition all of its property and assets necessary or useful in the proper conduct of its business and operation of the Project. This shall include all property improvements made as a result of this Project, if applicable.
- 16.6 Governing Law. The Subrecipient Agreement shall be governed by and construed in accordance with laws of the State of New Hampshire.


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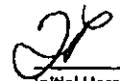
16.7 Publicity and Signage.

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

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

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

16.8 Additional CDBG CV Requirements. The Subrecipient shall adhere to the CDBG-CV additional requirements set forth in Exhibit A.


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ATTACHMENT II-B

SUBRECIPIENT AGREEMENT MINIMUM TERMS AND CONDITIONS

The County of Grafton ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with the Northern Community Investment Corporation (NCIC) ("Subrecipient") to be executed in conformance with the requirements of Exhibits A & B 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.

Northern Community Investment Corporation (NCIC) ("Subrecipient") shall represent and warrant:

- 1.1 Subrecipient is a duly organized and validly existing New Hampshire nonprofit corporation in good standing under the laws of this State. Subrecipient has the power and authority to undertake the grant activities as provided in the Grant Agreement. Subrecipient has the power and authority to own its properties, to conduct business as it is now being conducted, has the power to execute and deliver and perform its obligation under the Subrecipient Agreement and all other documents as applicable to this grant agreement.
- 1.2 The Subrecipient Agreement is the legal, valid and binding obligation of Subrecipient enforceable against Subrecipient, in accordance with each document's respective terms.
- 1.3 Subrecipient has complied in all material respects with all applicable federal, state and local laws, statutes, rules and regulations pertaining to the grant activities.
- 1.4 No application, exhibit, schedule, report or other written information provided by Subrecipient or its agents in connection with the grant application knowingly contained, when made, any material misstatement of fact or knowingly omitted to state any material fact necessary to make the statements contained therein not misleading, in light of the circumstances under which they were made.

2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.

2.1 Project Description.

This project shall consist of the awarding of \$114,145 in Community Development Block Grant Coronavirus (CDBG-CV) funds to the Grantee. The Grantee will retain \$9,145 of the grant for administrative costs associated with management of the grant and sub-grant \$105,000 to the Subrecipient via this Subrecipient Agreement.

The Subrecipient is committed to increasing the income and economic stability of microenterprises by helping them to address the challenges and implications of the COVID-19 pandemic. Subgranted funds will be used by the Subrecipient to provide direct grants to no fewer than 35 qualifying low- and moderate-income microenterprises in Carroll, Coos Grafton and Sullivan Counties, with 100% of persons served being of low- and moderate-income status. Direct grants must be used by the microenterprises solely to cover costs associated with preparing for, responding to or recovering from the COVID-19 pandemic.

The activities to be funded pursuant to this Subrecipient Agreement shall be limited to 1) reimbursement of up to \$2,500 in direct-grant funds to a qualifying low- and moderate-income beneficiary enrolled in one of


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the microenterprise training and technical assistance programs to cover costs associated with preparing for, responding to or recovering from the COVID-19 pandemic; and 2) up to 20% of the direct-grant amount provided to a qualifying microenterprise beneficiary to cover the Subrecipient's Program Activity Costs related to delivery of the direct grant.

3. SUBRECIPIENT REQUIREMENTS.

- 3.1 Performance Requirements. The Grantee shall enter into an agreement with Subrecipient in order to satisfy project purpose, which is to provide direct grants to a minimum of 35 beneficiaries to cover costs associated with preparing for, responding to or recovering from the COVID-19 pandemic. One-hundred percent (100%) of the beneficiaries will be low- and moderate-income persons, as set forth in Exhibit B.
- 3.2 Security. Not Applicable to this Award.
- 3.3 Compliance with Laws. Subrecipient shall comply with all applicable federal, state, and local laws, statutes, executive orders and rules as they relate to the application, acceptance and use of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.
- 3.4 Disbursement of Grant Funds. Upon compliance with, and subject to the provisions of this Agreement and provided there shall exist no Event of Default under this Agreement, the Grant Agreement or any other agreements, in connection with the Project, and no condition or event which, with the giving of notice or lapse of time would constitute such an Event of Default, the Grantee shall, upon submittal of written requests for payment accompanied by invoices and other documentation or supporting documents as required by the Grantee, make disbursements of grant funds. Disbursement of grant funds shall be in accordance with the terms of the Grant Agreement.

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

4. MICROENTERPRISE ASSISTANCE LIMITATIONS.

Under HUD guidelines, specific to microenterprise assistance, microenterprise beneficiaries are limited to CDBG funding for a period of three (3) years. To determine compliance, the eligibility of microenterprise beneficiaries shall be reviewed and tracked; eligibility is based upon the date of their initial enrollment in programs. Enrollment is not required to be consecutive. Reassessment of Low to Moderate income status is required if a Family Income Verification form is older than 3 years. New beneficiaries are those enrolled at any time on or after January 1, 2021, or upon Governor and Council approval, through the grant period end date as outlined in Section 1.7 of the General Provisions.

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

- 5.1 Semi Annual reports shall be submitted to the Grantee no later than July 10, for the period of January 1 through June 30 and no later than January 10, for the period of July 1 through December 31 of each year. Grantee shall submit these reports to CDFA by July 15 and January 15. The reporting period shall begin on the date of Governor and Council approval and end on the Completion Date specified in Section 1.7 of the General Provisions of the contract between the Grantee and CDFA.


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- 5.2 Subrecipient Reporting to Grantee. The Subrecipient, in compliance with this Subrecipient Agreement, is required to submit qualifying beneficiary information to the Grantee and CDFA as set forth in Section 6.
- 5.3 Closeout Agreement. Subrecipient shall enter into a Closeout Agreement with the Grantee and CDFA, which shall specify the reporting and other requirements applicable to the closing out of this Project.
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- 5.6 All Reporting shall be submitted via CDFA's Grants Management System (GMS).

6. INITIAL SUBRECIPIENT DOCUMENTATION AND SPECIFIC REPORTING REQUIREMENTS.

- 6.1 In order to determine beneficiary eligibility and to comply with HUD's beneficiary enrollment limit of three years (described in Section 4, Subrecipient shall maintain a report that includes a complete list of beneficiary microenterprises enrolled in that Subrecipient's direct grant assistance program using the Microenterprise Beneficiary Tracking sheet, as set forth in Attachment III-B. Data for the report shall include information regarding each beneficiary, as set forth in the Family Income Verification Forms (FIVF), provided on Attachment III-A and as set forth in the Subrecipient's beneficiary intake form; and other relevant sources.
- 6.2 As needed on no more than a monthly basis, Subrecipient shall submit a claim request for all beneficiaries served since the previous claim, with specific costs and details regarding direct grants to each qualifying beneficiary. Each claim shall include a completed "CDBG-CV 20-21" tab on the Microenterprise Beneficiary Tracking Sheet (Attachment V) with information regarding each beneficiary served during that period, as set forth in Attachment III-B. The CDBG-CV 20-21 tab on the tracking sheet will be used to record beneficiary information. Subrecipient shall use and submit the CDFA-provided Microsoft Excel version of the Beneficiary Tracking Sheet and no other version.
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7. GRANT OF FUNDS/MATCHING FUNDS.

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

- 9.2 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.
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10.2 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.

10.3 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.

11. INDEMNIFICATION.

Subrecipient shall defend, indemnify and hold harmless the Grantee, the State of New Hampshire, and the CDFA, their officers and employees, from and against any and all losses suffered by the Grantee, the State, or CDFA, their officers or employees, and any and all claims, liabilities or penalties asserted against the Grantee, the State or CDFA, their officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to Subrecipient out of the acts or omissions of Subrecipient.

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

12. MAINTENANCE OF CORPORATE EXISTENCE.

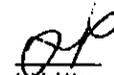
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13. EVENTS OF DEFAULT.

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

- (a) Any Event of Default by Subrecipient under the Grant Agreement, and related documents including, but not limited to, the failure of the Subrecipient to deploy the required direct-grant assistance to qualifying microenterprise beneficiaries;
- (b) The Subrecipient's failure to comply with the reporting requirements as specified herein;
- (c) Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, without the prior written consent of the Grantee;
- (d) Any representation or warranty made herein or in any report, certification, or other instrument furnished in connection with this Agreement or any advances of Grant funds made hereunder, by or in behalf of Subrecipient, shall prove to be false or misleading in any material respect;


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- (e) Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, shall be filed against the Property and/or the Project and shall not be discharged within thirty (30) days of such filing;
- (f) Subrecipient shall default in the due observance or performance of any covenant, condition, assurance or agreement to be observed or performed by Subrecipient under this Agreement;
- (g) Subrecipient shall (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law;
- (h) A petition, order, judgment, or decree shall be entered, without the application, approval or consent of Subrecipient by any court of competent jurisdiction, approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of Subrecipient of all or a substantial part of its assets, and such order judgment or decree shall continue unstayed and in effect for any period of thirty (30) days;
- (i) The dissolution, termination of existence, merger or consolidation of Subrecipient or a sale of assets of Subrecipient out of the ordinary course of business without the prior written consent of the Grantee and CDFR; and
- (j) Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.
- (k) In the event that the Subrecipient fails to serve the minimum number of Low- and Moderate-Income beneficiaries, as provided in this Agreement, then the Subrecipient shall confer forthwith with the Grantee and CDFR to develop a mutually acceptable plan pursuant to which it will rectify any reporting shortfalls and maintain the required minimums. In such event, the Subrecipient shall also provide Grantee with monthly updates containing information in a form reasonably satisfactory to the Grantee, in order for the Grantee and Subrecipient to determine whether it is in compliance with such plan and its obligations as provided herein. Said monthly reports to continue until the beneficiary commitments are achieved.
- (l) The continued failure of the Subrecipient to achieve its beneficiary commitments as required herein for ninety (90) days following the date specified for such requirement shall constitute an event of default, which may give rise to any of the remedies available to the Grantee, as set forth therein.

14. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

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

- (a) Terminate this Agreement, effective immediately upon giving notice of termination;


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- (b) Suspend all payment of grant funds to be made pursuant to this Agreement until such time as the Grantee determines the Event of Default has been cured;
- (c) Set off against any other obligations the Grantee may owe to Subrecipient for any damages the Grantee may suffer by reason of any Event of Default;
- (d) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;
- (e) Foreclose under any available security instrument created under this agreement; and
- (f) Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged under the loan with the Subrecipient.

14.2 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.

14.3 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.

15. ADDITIONAL REPRESENTATIONS AND WARRANTIES.

Subrecipient represents and warrants:

- (a) Subrecipient will obtain all necessary approvals and all necessary permits for the operation of its business from all governmental authorities having jurisdiction.
- (b) No litigation, claims, suits, orders, investigations or proceedings are pending or threatened against Subrecipient or affecting the Property or the Project at law or in equity or before or by any federal, state, municipal or other governmental instrumentality; there are no arbitration proceedings pending under collective bargaining agreements or otherwise; and to the knowledge of Subrecipient, there is no basis for any of the foregoing. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.
- (c) Subrecipient has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state or local taxes, charges and assessments, if applicable.
- (d) The execution and delivery and performance by Subrecipient of its obligations under this Agreement have been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Subrecipient is a party, or by which it is bound, or be in conflict with, result in a breach of, or constitute a default under, or except as may be provided in this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subrecipient pursuant to any such indenture, agreement or instrument. Subrecipient is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection with or as a condition to the execution, delivery or performance of this Agreement and all other related documents.


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- (e) Subrecipient is not contemplating either the filing of a petition under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its properties, and has no knowledge of any person contemplating the filing of any such petition against it.
- (f) No statement of fact made by or on behalf of Subrecipient in any of the agreement or related documents or in any certificate, exhibit or schedule furnished to the Grantee pursuant thereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact or circumstance presently known to Subrecipient that has not been disclosed to the Grantee that materially affects adversely, nor as far as Subrecipient can foresee, will materially affect adversely Subrecipient, operations or considerations (financial or otherwise) of Subrecipient.
- (g) No Event of Default has occurred and is continuing under this Agreement and no event or condition which would, upon notice of expiration of any applicable cure, constitute an Event of Default has occurred and is continuing; Subrecipient is not in default under any note or other evidence of indebtedness or other obligation for borrowed money or any mortgage, deed to trust, indenture, lease agreement or other agreement relating thereto. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

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

16. MISCELLANEOUS PROVISIONS.

- 16.1 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.
- 16.2 Compliance with OMB 2 Part 200. Subrecipient acknowledges that it shall meet the requirements of OMB 2 Part 200, to ensure compliance with Administrative Cost Standards.
- 16.3 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.
- 16.4 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.
- 16.5 Maintenance of Project. Subrecipient shall maintain, keep, and preserve in good working order and condition all of its property and assets necessary or useful in the proper conduct of its business and operation of the Project. This shall include all property improvements made as a result of this Project, if applicable.
- 16.6 Governing Law. The Subrecipient Agreement shall be governed by and construed in accordance with laws of the State of New Hampshire.
- 16.7 Publicity and Signage.


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- 16.7.1 Public Relations. The Subrecipient shall grant CDFA the right to use the Subrecipient's name, likeness, and logo in any public relations or publicity efforts. This shall include, but not be limited to, press releases, media interviews, website, publications, brochures, etc. CDFA's publicity efforts may also include details about Grantee's project, contract, or other publically available information.
- 16.7.2 Reciprocal Publicity. The Subrecipient also shall acknowledge CDFA appropriately in all organizational and public forums as to the support, financial and otherwise, that has been provided to the project. This recognition shall include, but not be limited to, print/electronic media, publications, interviews, brochures, website, etc.
- 16.7.3 Project Signage. For construction/renovation projects – CDFA logo must be included in signage at the job worksite. CDFA logo may not be any smaller than 50% of the size of the largest logo displayed. This requirement can be waived if no other partner/entity requires worksite signage and creating signage solely for CDFA poses a hardship. Alternative – If none of these are applicable/feasible, an alternative display of the CDFA logo or public recognition must be approved by CDFA.
- 16.8 Additional CDBG CV Requirements. The Subrecipient shall adhere to the CDBG-CV additional requirements set forth in Exhibit A.


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ATTACHMENT II-C

SUBRECIPIENT AGREEMENT MINIMUM TERMS AND CONDITIONS

The County of Grafton ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with the Women's Rural Entrepreneurial Network (WREN) ("Subrecipient") to be executed in conformance with the requirements of Exhibits A & B of the Grant Agreement shall be subject to approval by CDFR. The Subrecipient Agreement shall incorporate the entire Grant Agreement and shall include it as an attachment, and shall contain at a minimum the following terms and conditions:

1. REPRESENTATION AND WARRANTIES.

Women's Rural Entrepreneurial Network (WREN) ("Subrecipient") shall represent and warrant:

- 1.1 Subrecipient is a duly organized and validly existing New Hampshire nonprofit corporation in good standing under the laws of this State. Subrecipient has the power and authority to undertake the grant activities as provided in the Grant Agreement. Subrecipient has the power and authority to own its properties, to conduct business as it is now being conducted, has the power to execute and deliver and perform its obligation under the Subrecipient Agreement and all other documents as applicable to this grant agreement.
- 1.2 The Subrecipient Agreement is the legal, valid and binding obligation of Subrecipient enforceable against Subrecipient, in accordance with each document's respective terms.
- 1.3 Subrecipient has complied in all material respects with all applicable federal, state and local laws, statutes, rules and regulations pertaining to the grant activities.
- 1.4 No application, exhibit, schedule, report or other written information provided by Subrecipient or its agents in connection with the grant application knowingly contained, when made, any material misstatement of fact or knowingly omitted to state any material fact necessary to make the statements contained therein not misleading, in light of the circumstances under which they were made.

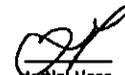
2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.

2.1 Project Description.

This project shall consist of the awarding of \$81,532 in Community Development Block Grant Coronavirus (CDBG-CV) funds to the Grantee. The Grantee will retain \$6,532 of the grant for administrative costs associated with management of the grant and sub-grant \$75,000 to the Subrecipient via this Subrecipient Agreement.

The Subrecipient is committed to increasing the income and economic stability of microenterprises by helping them to address the challenges and implications of the COVID-19 pandemic. Subgranted funds will be used by the Subrecipient to provide direct grants to no fewer than 25 qualifying low- and moderate-income microenterprises in Coos Grafton and Carroll Counties, with 100% of persons served being of low- and moderate-income status. Direct grants must be used by the microenterprises solely to cover costs associated with preparing for, responding to or recovering from the COVID-19 pandemic.

The activities to be funded pursuant to this Subrecipient Agreement shall be limited to 1) reimbursement of up to \$2,500 in direct-grant funds to a qualifying low- and moderate-income beneficiary enrolled in one of


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the microenterprise training and technical assistance programs to cover costs associated with preparing for, responding to or recovering from the COVID-19 pandemic; and 2) up to 20% of the direct-grant amount provided to a qualifying microenterprise beneficiary to cover the Subrecipient's Program Activity Costs related to delivery of the direct grant.

3. SUBRECIPIENT REQUIREMENTS.

- 3.1 Performance Requirements. The Grantee shall enter into an agreement with Subrecipient in order to satisfy project purpose, which is to provide direct grants to a minimum of 25 beneficiaries to cover costs associated with preparing for, responding to or recovering from the COVID-19 pandemic. One-hundred percent (100%) of the beneficiaries will be low- and moderate-income persons, as set forth in Exhibit B.
- 3.2 Security. Not Applicable to this Award.
- 3.3 Compliance with Laws. Subrecipient shall comply with all applicable federal, state, and local laws, statutes, executive orders and rules as they relate to the application, acceptance and use of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.
- 3.4 Disbursement of Grant Funds. Upon compliance with, and subject to the provisions of this Agreement and provided there shall exist no Event of Default under this Agreement, the Grant Agreement or any other agreements, in connection with the Project, and no condition or event which, with the giving of notice or lapse of time would constitute such an Event of Default, the Grantee shall, upon submittal of written requests for payment accompanied by Invoices and other documentation or supporting documents as required by the Grantee, make disbursements of grant funds. Disbursement of grant funds shall be in accordance with the terms of the Grant Agreement.

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

4. MICROENTERPRISE ASSISTANCE LIMITATIONS.

Under HUD guidelines, specific to microenterprise assistance, microenterprise beneficiaries are limited to CDBG funding for a period of three (3) years. To determine compliance, the eligibility of microenterprise beneficiaries shall be reviewed and tracked; eligibility is based upon the date of their initial enrollment in programs. Enrollment is not required to be consecutive. Reassessment of Low to Moderate Income status is required if a Family Income Verification form is older than 3 years. New beneficiaries are those enrolled at any time on or after January 1, 2021, or upon Governor and Council approval, through the grant period end date as outlined in Section 1.7 of the General Provisions.

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

- 5.1 Semi Annual reports shall be submitted to the Grantee no later than July 10, for the period of January 1 through June 30 and no later than January 10, for the period of July 1 through December 31 of each year. Grantee shall submit these reports to CDFA by July 15 and January 15. The reporting period shall begin on the date of Governor and Council approval and end on the Completion Date specified in Section 1.7 of the General Provisions of the contract between the Grantee and CDFA.


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- 5.2 Subrecipient Reporting to Grantee. The Subrecipient, in compliance with this Subrecipient Agreement, is required to submit qualifying beneficiary information to the Grantee and CDFA as set forth in Section 6.
- 5.3 Closeout Agreement. Subrecipient shall enter into a Closeout Agreement with the Grantee and CDFA, which shall specify the reporting and other requirements applicable to the closing out of this Project.
- 5.4 Annual Subrecipient Financial Reporting. Subrecipient shall submit to the Grantee and to CDFA its annual audited financial statements, within 90 days of its fiscal year end.
- 5.6 All Reporting shall be submitted via CDFA's Grants Management System (GMS).

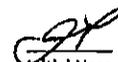
6. INITIAL SUBRECIPIENT DOCUMENTATION AND SPECIFIC REPORTING REQUIREMENTS.

- 6.1 In order to determine beneficiary eligibility and to comply with HUD's beneficiary enrollment limit of three years (described in Section 4, Subrecipient shall maintain a report that includes a complete list of beneficiary microenterprises enrolled in that Subrecipient's direct grant assistance program using the Microenterprise Beneficiary Tracking sheet, as set forth in Attachment III-B. Data for the report shall include information regarding each beneficiary, as set forth in the Family Income Verification Forms (FIVF), provided on Attachment III-A; and as set forth in the Subrecipient's beneficiary intake form; and other relevant sources.
- 6.2 As needed on no more than a monthly basis, Subrecipient shall submit a claim request for all beneficiaries served since the previous claim, with specific costs and details regarding direct grants to each qualifying beneficiary. Each claim shall include a completed "CDBG-CV 20-21" tab on the Microenterprise Beneficiary Tracking Sheet (Attachment V) with information regarding each beneficiary served during that period, as set forth in Attachment III-B. The CDBG-CV 20-21 tab on the tracking sheet will be used to record beneficiary information. Subrecipient shall use and submit the CDFA-provided Microsoft Excel version of the Beneficiary Tracking Sheet and no other version.
- 6.3 At the end of the program year, Subrecipient shall prepare a final report which includes the completed CDBG-CV 20-21 tab on the Microenterprise Beneficiary Tracking Sheet for all qualifying beneficiaries that received direct grants during the entire program year, any additional information for advance payments and a narrative describing the how the direct grant program was administered, issues and challenges and information that could improve future program implementation.
- 6.4 All documentation shall be submitted via CDFA's Grants Management System (GMS).
- 6.5 Subrecipient may request a CDBG-CV reimbursement of \$2,500 in direct-grant assistance for each qualifying beneficiary, not to exceed \$1,999 in construction related expenses, plus up to 20% of the direct-grant award to cover the subrecipient's Program Activity Costs related to delivery of direct grants to qualifying beneficiaries, for a maximum reimbursement of \$3,000 per qualifying beneficiary.
- 6.6 All documentation shall be submitted via CDFA's Grants Management System (GMS).

7. GRANT OF FUNDS/MATCHING FUNDS.

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

- 7.1 There is no match requirement in connection with this agreement.


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8. SCHEDULE AND GRANT COMPLETION.

- 8.1 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.
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10.2 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.

10.3 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.

11. INDEMNIFICATION.

Subrecipient shall defend, indemnify and hold harmless the Grantee, the State of New Hampshire, and the CDFA, their officers and employees, from and against any and all losses suffered by the Grantee, the State, or CDFA, their officers or employees, and any and all claims, liabilities or penalties asserted against the Grantee, the State or CDFA, their officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to Subrecipient out of the acts or omissions of Subrecipient.

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

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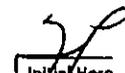
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12.2 Scope of Mission. Subrecipient and Grantee agree that the Subrecipient's Articles of Incorporation and Corporate Bylaws ("Bylaws") as submitted with the Project application and incorporated herein by reference, provide an adequate administrative mechanism for assuring the Subrecipient's mission to deploy the required direct-grant assistance to qualifying microenterprise beneficiaries during the Grant Period, as required pursuant to this agreement.

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- (c) Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, without the prior written consent of the Grantee;
- (d) Any representation or warranty made herein or in any report, certification, or other instrument furnished in connection with this Agreement or any advances of Grant funds made hereunder, by or in behalf of Subrecipient, shall prove to be false or misleading in any material respect;

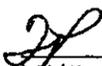

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- (e) Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, shall be filed against the Property and/or the Project and shall not be discharged within thirty (30) days of such filing;
- (f) Subrecipient shall default in the due observance or performance of any covenant, condition, assurance or agreement to be observed or performed by Subrecipient under this Agreement;
- (g) Subrecipient shall (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law;
- (h) A petition, order, judgment, or decree shall be entered, without the application, approval or consent of Subrecipient by any court of competent jurisdiction, approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of Subrecipient of all or a substantial part of its assets, and such order judgment or decree shall continue unstayed and in effect for any period of thirty (30) days;
- (i) The dissolution, termination of existence, merger or consolidation of Subrecipient or a sale of assets of Subrecipient out of the ordinary course of business without the prior written consent of the Grantee and CDFA; and
- (j) Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.
- (k) In the event that the Subrecipient fails to serve the minimum number of Low- and Moderate-Income beneficiaries, as provided in this Agreement, then the Subrecipient shall confer forthwith with the Grantee and CDFA to develop a mutually acceptable plan pursuant to which it will rectify any reporting shortfalls and maintain the required minimums. In such event, the Subrecipient shall also provide Grantee with monthly updates containing information in a form reasonably satisfactory to the Grantee, in order for the Grantee and Subrecipient to determine whether it is in compliance with such plan and its obligations as provided herein. Said monthly reports to continue until the beneficiary commitments are achieved.
- (l) The continued failure of the Subrecipient to achieve its beneficiary commitments as required herein for ninety (90) days following the date specified for such requirement shall constitute an event of default, which may give rise to any of the remedies available to the Grantee, as set forth therein.

14. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

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

- (a) Terminate this Agreement, effective immediately upon giving notice of termination;


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- (b) Suspend all payment of grant funds to be made pursuant to this Agreement until such time as the Grantee determines the Event of Default has been cured;
- (c) Set off against any other obligations the Grantee may owe to Subrecipient for any damages the Grantee may suffer by reason of any Event of Default;
- (d) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;
- (e) Foreclose under any available security instrument created under this agreement; and
- (f) Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged under the loan with the Subrecipient.

14.2 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.

14.3 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.

15. ADDITIONAL REPRESENTATIONS AND WARRANTIES.

Subrecipient represents and warrants:

- (a) Subrecipient will obtain all necessary approvals and all necessary permits for the operation of its business from all governmental authorities having jurisdiction.
- (b) No litigation, claims, suits, orders, investigations or proceedings are pending or threatened against Subrecipient or affecting the Property or the Project at law or in equity or before or by any federal, state, municipal or other governmental instrumentality; there are no arbitration proceedings pending under collective bargaining agreements or otherwise; and to the knowledge of Subrecipient, there is no basis for any of the foregoing. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.
- (c) Subrecipient has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state or local taxes, charges and assessments, if applicable.
- (d) The execution and delivery and performance by Subrecipient of its obligations under this Agreement have been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Subrecipient is a party, or by which it is bound, or be in conflict with, result in a breach of, or constitute a default under, or except as may be provided in this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subrecipient pursuant to any such indenture, agreement or instrument. Subrecipient is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection with or as a condition to the execution, delivery or performance of this Agreement and all other related documents.


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- (e) Subrecipient is not contemplating either the filing of a petition under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its properties, and has no knowledge of any person contemplating the filing of any such petition against it.
- (f) No statement of fact made by or on behalf of Subrecipient in any of the agreement or related documents or in any certificate, exhibit or schedule furnished to the Grantee pursuant thereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact or circumstance presently known to Subrecipient that has not been disclosed to the Grantee that materially affects adversely, nor as far as Subrecipient can foresee, will materially affect adversely Subrecipient, operations or considerations (financial or otherwise) of Subrecipient.
- (g) No Event of Default has occurred and is continuing under this Agreement and no event or condition which would, upon notice of expiration of any applicable cure, constitute an Event of Default has occurred and is continuing; Subrecipient is not in default under any note or other evidence of indebtedness or other obligation for borrowed money or any mortgage, deed to trust, indenture, lease agreement or other agreement relating thereto. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

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

16. MISCELLANEOUS PROVISIONS.

- 16.1 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.
- 16.2 Compliance with OMB 2 Part 200. Subrecipient acknowledges that it shall meet the requirements of OMB 2 Part 200, to ensure compliance with Administrative Cost Standards.
- 16.3 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.
- 16.4 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.
- 16.5 Maintenance of Project. Subrecipient shall maintain, keep, and preserve in good working order and condition all of its property and assets necessary or useful in the proper conduct of its business and operation of the Project. This shall include all property improvements made as a result of this Project, if applicable.
- 16.6 Governing Law. The Subrecipient Agreement shall be governed by and construed in accordance with laws of the State of New Hampshire.
- 16.7 Publicity and Signage.


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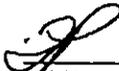
- 16.7.1 Public Relations. The Subrecipient shall grant CDFA the right to use the Subrecipient's name, likeness, and logo in any public relations or publicity efforts. This shall include, but not be limited to, press releases, media interviews, website, publications, brochures, etc. CDFA's publicity efforts may also include details about Grantee's project, contract, or other publically available information.
- 16.7.2 Reciprocal Publicity. The Subrecipient also shall acknowledge CDFA appropriately in all organizational and public forums as to the support, financial and otherwise, that has been provided to the project. This recognition shall include, but not be limited to, print/electronic media, publications, interviews, brochures, website, etc.
- 16.7.3 Project Signage. For construction/renovation projects – CDFA logo must be included in signage at the job worksite. CDFA logo may not be any smaller than 50% of the size of the largest logo displayed. This requirement can be waived if no other partner/entity requires worksite signage and creating signage solely for CDFA poses a hardship. Alternative – If none of these are applicable/feasible, an alternative display of the CDFA logo or public recognition must be approved by CDFA.
- 16.8 Additional CDBG CV Requirements. The Subrecipient shall adhere to the CDBG-CV additional requirements set forth in Exhibit A.


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ATTACHMENT III - A

FAMILY INCOME VERIFICATION FORMS

PLEASE CONTACT CDFA FOR INCOME VERIFICATION FORMS.


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ATTACHMENT III - B MICROENTERPRISE BENEFICARY TRACKING SHEET

The Subrecipient is required to use this Excel spreadsheet to track beneficiary information, including for the Baseline Report at the beginning of the program year; an updated version of the spreadsheet with each quarterly claim; and a final version showing all beneficiaries served throughout the entire program year with the Final Status Report.

PLEASE CONTACT CDFA FOR THE BENEFICIARY TRACKING SHEET.


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ATTACHMENT IV

CDBG-CV Microenterprise Claims and Financial Management Process

The following claim documentation must be submitted via the "Dropbox" link (provided by CDFA) two (2) weeks prior to the actual claim submission on GMS. This will allow CDFA the opportunity to review the claim materials and set up GMS for the proper submittal of the full claim.

1. Microenterprise Tracking Spreadsheet (Attachment V) – CDFA has added a tab to the 'regular' microenterprise tracking spreadsheet to enable subrecipients to track businesses that receive CDBG-CV direct-grant assistance. The CDBG-CV tab will be used with each claim to document which businesses received direct-grant assistance; completion of environmental reviews, DUNS#, duplication of benefit analysis, and agreements; and number of employees.
2. Family Income Verification Forms (FIVFs) (Attachments IIIA & IIIB) – Submitted for each business owner. This may be the same form that is used with the regular CDBG Microenterprise Program.
3. Environmental Review Form – Must be signed by the Authorized Official signifying the aggregate activity funded.
4. Duplication of Benefits (DOB) Calculation Spreadsheet (Attachment VI) – Must be filled out per CDFA DOB policy for each microenterprise accessing CDBG-CV funds.
5. Direct-Grant Assistance Agreement (Attachment VII) – Must be signed by both the subrecipient and the business receiving grant funds.
6. DUNS# – Must be included for each business receiving direct-grant assistance.

When the claim is submitted through GMS, the Grantee will also provide documentation supporting the request. This documentation is not required two weeks prior to claim, but a Grantee may include it if they want to ensure that the expenses are eligible through the program.

Costs may be made for advance payments or based on a reimbursement structure. There are a few items to consider if a Grantee is going to allow advance payments.

1. A Grantee may pay advance payments provided it maintains both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the subrecipient (under 15 days), and financial management systems that meet the standards for fund control and accountability.
2. Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the business. The primary goal is to ensure that payments are as close as is administratively feasible to the actual expenses once incurred.
 - a. While for-profit entities are not required to adhere to procurement requirements, one of the best ways to ensure that advance payments are close to actual expenses is to base any physical purchases on cost estimates and quotes. This is considered an internal control mechanism that can be an important facet of a financial management system.


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- b. When estimating working capital, it is best to estimate based on the past 3-5 months of expenditures, especially in light of COVID-19. This information could be utilized as another internal control measure to ensure that the business is accurately predicting expenses.
3. Advance payments may not be used for minor construction/modification expenses; they must be reimbursement based.

Each type of expense, advance or reimbursement, will have its own type of supporting documentation. Reimbursement payments provide documentation outlining incurred expenses. This includes payrolls, invoices and bills. For advance payments, it is important that the Grantee employs their internal controls to produce supporting documentation.

Financial Management Requirements

CDFA requires that each Subrecipient sets up separate cost centers in their chart of accounts to enable documentation and tracking of three types of funds:

- 1) Technical assistance funds – from the ‘regular’ CDBG-Micro program, where the Subrecipient or partners/consultants are providing technical assistance services that are more generic, such as business planning, marketing, financial management, and so on;
- 2) CDBG-CV Direct Grant funds—the dollars that will flow through the Subrecipient to the qualifying microenterprises; and
- 3) CDBG-CV “Program Activity Costs”—this is a very specific HUD designation that allows the Subrecipient to cover staff time associated with delivering the direct-grant funds. It is not allowable to charge any indirect costs, general administration or other ‘overhead’ expenses – ONLY the staff time to help your clients access the direct-grant funds.


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ATTACHMENT VII
CDBG-CV Microenterprise Direct-Grant Assistance Agreement

Section 1 (Background Information)

Name of business ("Applicant"): _____

Type of business: _____

DUNS Number: _____

Authorized agent: _____

Number of employees: _____

Total funds sought: _____

Defined project: _____

Section 2 (Certifications)

I hereby certify that the following statements are true and correct to the best of my knowledge and belief:

- a) On behalf of the above business, I seek reimbursement or funds for justifiable expenses of the business's defined project to prevent, prepare for, or respond to COVID-19.
- b) The above business has completed the duplication of benefit spreadsheet and has not received reimbursement from any other source for the expenses of the defined project.
- c) The above business agrees to notify (*Microenterprise Assistance Provider*) if additional funds are received and assist (*Microenterprise Assistance Provider*) in recapture of any duplicative benefits.
- d) The expenses for which reimbursements/funds are sought were incurred between March 1, 2020 and August 31, 2021.
- e) I have actual authority to act on behalf of the above business.

I understand that funds awarded may be subject to audit, and if any statements contained in this Agreement are not true, awarded funds will be subject to recapture.

Date: _____

By: _____

Name and title (print)

Instructions

Name of business. The registered name of the business or, if a sole proprietorship or a common law partnership, the name under which the entity does business.

Type of business. Sole proprietorship, partnership, limited partnership, corporation, limited liability company, professional entity, or other form of association.

DUNS Number. A unique, nine-digit identifier for a business. DUNS stands for "data universal numbering system," managed by Dun & Bradstreet. Every business must have a DUNS number before it can receive CDBG-CV direct-grant funds. Instructions on obtaining a DUNS# can be found here: [Link to subrecipient form on CDFA website](#)

Authorized agent. I am the sole proprietor, or a partner, limited partner, general partner, managing member, member, or shareholder, or an officer, and I am actually authorized to submit this application on behalf of the business.

Number of employees. Only Microenterprises are eligible for this program. A microenterprise is defined as a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise. The term "employee" includes all full-time or part-time employees and all owners of the business on the payroll at the time of intake application (this applies even if all owner's salary draws are not on a regular basis).

Total funds sought. Eligible expenses are funds actually or planned to be expended by the Business to prevent, prepare for, or respond to the coronavirus. Total amount requested cannot exceed \$2,500. Of the total requested amount, up to (but not more than) \$1,999 may be used for minor construction activities.

Defined Project. The purpose for which the business is seeking funds as defined by the Business and Microenterprise Provider and justified by the federal environmental review process. The defined project cost includes requested microenterprise funds and all other funds needed for project completion.


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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)	Limit - NH Statutory Limits May Apply
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	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) Aggregate
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory
			Each Accident
			Disease - Each Employee
			Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

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

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301					By: <i>Mary Beth Purcell</i>
					Date: 1/27/2021 mpurcell@nhprimex.org
					Please direct inquires to: Primex³ Risk Management Services 603-226-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: 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 48 Donovan Street Concord, NH 03301-2824
General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)		
Description: Proof of Primex Member coverage only.		

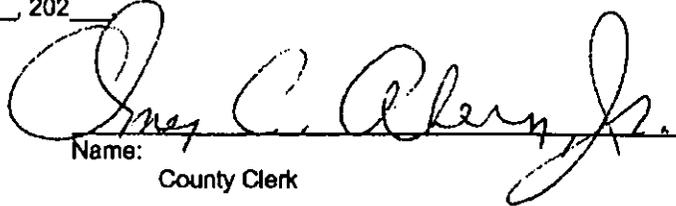
CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301			By: <i>Mary Beth Powell</i>
			Date: 1/27/2021 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE
20-405-CDMC-CV

I, Omer C. Ahern, Jr., Clerk of Grafton County, New Hampshire do hereby certify that: (1) at the public hearings and meeting held on July 7, 2020, the County Commissioners voted to accept Community Development Block Grant funds and enter into a contract with the Community Development Finance Authority; (2) the County Commissioners further authorized the Chairman, Board of Commissioners to execute any documents which may be necessary to effectuate this contract; (3) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following person has been appointed to and now occupies the office indicated under Item (2) above:

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of Grafton County, New Hampshire this 26th day of January, 2020


Name:
County Clerk

Notary requirement waived due to Covid-19 Emergency

CERTIFICATION OF GRANTEE'S ATTORNEY

20-405-CDMC-CV

I, MARLENE ANN KORZAK 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 27th day of JANUARY 2021.



Signature of Grantee's Attorney.

PROGRAM SUMMARY

Applicants (2)	1. County of Grafton 2. County of Cheshire
Sub recipients (5)	1. Belknap Economic Development Corporation (BEDC) 2. Northern Community Investment Corporation (NCIC) 3. Women's Rural Entrepreneurial Network (WREN) 4. Hannah Grimes Center (HGC) 5. Rockingham Economic Development Corporation (REDC)
Project Name	Microenterprise Direct Grant Program
Project Location	Statewide
Award	\$848,730
Total Businesses served	258
HUD CDBG National Objective	Microenterprise assistance 570.208 (a) 2(iii)
HUD CDBG Eligible Activity	Microenterprise assistance (18C) LMCMC Low/mod limited clientele, microenterprises

Introduction and Project Description

"Microenterprise Development Assistance" has been a funding category in the New Hampshire State Community Development Block Grant (CDBG) program since 1998 as a sub-category of Economic Development. By HUD definition, the term "microenterprise" means a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise. Microenterprise funding has enabled many New Hampshire small businesses to receive much-needed technical assistance for business planning, marketing, financial management and business structuring in order to develop and expand their businesses.

In May, the Community Development Advisory Committee approved six grant awards totaling \$849,730 to support training and technical assistance to microenterprises as part of the 'regular' CDBG program, with funds to be used during the program year that runs from July 1, 2020 through June 30, 2021. The contracting and final approval process for these grants is currently underway.

In April 2020, pursuant to passage of the CARES Act, HUD allocated additional CDBG funds ("CDBG-CV") to New Hampshire to address issues related to the impacts of COVID-19. CDFA has allocated a portion of CDBG-CV funds to augment the existing Microenterprise Technical Assistance Program to support microenterprises across the state in response to COVID-19.

Since March 2020, CDFA has sought information and input from a variety of sources on how to support microenterprises, including data from existing microenterprise technical assistance providers in New Hampshire, national articles and research, and examples of CARES Act deployment approaches from other states. That outreach suggested:

- Existing microenterprise TA providers documented additional demand for services;
- Other federal resources (PPP, EIDL, NH Main Street Fund) were not meeting micro needs; and
- Direct grants to microenterprises would help cover costs of adaptation and other needs and help stabilize the business.

As part of CDFA's NH Nonprofit Response Fund, a \$100,000 grant from Citizens Bank enabled small grants to existing micro program clients. In Spring 2020, CDFA requested proposals from existing microenterprise technical assistance providers to distribute the funds to their micro clients. Through our research, public and Committee input and the trial with the Response Fund, CDFA determined that small grants to microenterprises represented the most effective strategy to continue and grow our support of microenterprises.

In June 2020, CDFA issued a Funding Opportunity for 2020 CDBG-CV-Microenterprise funds 'to cover costs associated with preparing for, responding to, or recovering from the COVID-19 pandemic' (italicized text is excerpted from the CARES Act). Current microenterprise technical assistance providers were invited to submit applications to support direct grants of up to \$2,500 per qualifying microenterprise to help those business with COVID-19-related transition, including working capital, equipment purchase, operating expenses and minor construction/modification. Micro TA providers also were able to request up to 20% of the total direct-grant cost to cover Program Activity Costs (as defined by HUD).

In response to the Funding Opportunity, the County of Grafton submitted an application on behalf of three organizations to provide direct grants to 193 microenterprises across northern New Hampshire. The County of Cheshire submitted an application on behalf of two organizations to provide direct grants to 150 microenterprises across southern New Hampshire. Below is a summary of the requests as submitted.

SUMMARY of APPLICATION REQUESTS

Sub recipient	Proposed # of Beneficiaries	Proposed Direct Grant Cost	Proposed Program Activity Cost	Proposed Admin Cost	TOTAL REQUEST
<u>Grafton County</u>					
BEDC, et al	108	270,000	54,000	21,688	345,688
NCIC	35	87,500	17,500	9,145	114,145
WREN	50	125,000	25,000	6,532	156,532
Grafton subtotal:	193	\$434,020	\$96,500	\$37,365	\$616,365
<u>Cheshire County</u>					
Hannah Grimes	50	125,000	25,000	15,000	165,000
REDC	100	250,000	50,000	23,000	323,000
Cheshire subtotal:	150	\$375,000	\$75,000	\$38,000	\$488,000
TOTALS:	343	\$857,500	\$171,500	\$75,365	\$1,104,365

One of the six microenterprise technical assistance partners – the NH Small Business Development Center (SBDC) – did not submit an application as it is not capable of managing and delivering direct grants. Moreover, many of the SBDC Pathways to Work program clients are working to start a microenterprise, thus they are not as good a fit for the CDBG-CV direct-grant program.

Sub Recipient Discussion

Each of the five proposals was evaluated based on several factors:

- 1) Program results for each sub recipient from the 2019-20 program year;
- 2) Number of microenterprise beneficiaries approved for each sub recipient for the 2020-21 program year (detailed background information on each sub recipient was provided to the Committee as part of the 2020 CDBG Microenterprise Technical Assistance Program recommendation, which was reviewed and approved on May 6, 2020; a copy of the recommendation memo is attached);
- 3) Narrative responses in the CDBG-CV application to four categories of information:
 - a. Documentation of microenterprise needs within the sub recipient service area
 - b. How microenterprise needs were assessed
 - c. Specific deployment plan for direct-grant funds
 - d. Organizational/staff capacity to deliver funds; and
- 4) Success in deploying microenterprise grants from the CDFA Nonprofit Response Fund (with funding provided by Citizens Bank)

1. Belknap Economic Development Corporation (BEDC) et al

Belknap Economic Development Corporation (BEDC), Coos Economic Development Corporation (Coos EDC), Grafton Regional Development Corporation (GRDC) and Wentworth Economic Development Corporation (WEDCO) – the 'partners' – provide services to microenterprises in Belknap, Carroll, Coos and Grafton counties. The partners met the target client number (70) for the Microenterprise TA program year that ended on June 30, 2020 and were awarded \$207,500 to provide technical assistance to 83 micro clients in the 2020-21 program year.

Proposed Project – The partners propose direct grants to 108 eligible clients, which would complement technical assistance and training to 83 microenterprises supported by the 2020-21 Micro TA grant award, plus 25 clients from the SBDC-Pathways to Work program. The partners are developing a detailed memorandum of understanding and additions to their financial accounting systems to track and document direct grants and associated program activity costs.

Staff Recommendation – Staff recommends an award of \$204,000 to support 68 qualifying microenterprises. This award is lower than the requested amount due to a lack of sufficient data and information to justify the higher number of prospective clients. While the partners successfully supported 32 microenterprises with a CDFA Nonprofit Response Fund/Citizens Bank grant, the application was based mostly on anecdotal and qualitative information, and on the previous CDBG technical assistance award number (83); BEDC did not support its proposed client number with more direct evidence, surveys, or other information. The application does not provide clear information that all technical assistance clients could use a direct grant as proposed. The reduced award also reflects the challenge of providing direct grants to SBDC-Pathways to Work clients due to the emerging nature of those clients' micro businesses (only 18 of 47 clients in the previous program year had established businesses). Finally, the programmatic limitation of \$500,000 per grantee requires a reduction of the combined grant requests from BEDC and the other two Grafton County sub recipients (NCIC and WREN – see below).

2. Northern Community Investment Corporation (NCIC)

NCIC addresses regional economic challenges in Northern NH and Vermont, focusing on small-business development, community economic development, management, and financing. NCIC met its target client number (25) for the Microenterprise TA program year that ended June 30, 2020 and was awarded \$87,500 to provide Micro TA support to 35 clients in the 2020-21 program year.

Proposed Project – NCIC proposes direct grants to 35 eligible clients, which would complement NCIC direct and consultant-provided technical assistance to North Country microenterprises supported by the 2020-21 Micro TA grant award.

Staff Recommendation – Staff recommends an award of \$105,000 to support 35 qualifying microenterprises, which matches the number of qualifying clients it plans to serve with Micro TA funds in the 2020-21 program year. NCIC has been in regular communication with its 49 existing micro clients to understand COVID-19-related business needs. It used a \$6,000 grant from the CDFR Nonprofit Response Fund to provide direct grants to seven micro clients this past spring, which demonstrated NCIC's ability to identify target businesses and provide direct grant support to help those businesses with much-needed equity during the early stages of the COVID-19 pandemic. Those grants were deployed quickly and demand greatly exceeded grant capacity. NCIC also stated its commitment to working closely with other Micro providers in the North Country to coordinate delivery of services and avoid duplication.

3. Women's Rural Entrepreneurial Network (WREN):

WREN assists emerging and existing business owners with comprehensive training in financial planning, cash flow and budgeting, marketing and public relations, and operations management. Despite some financial and management difficulties in 2019 and challenges related to COVID-19 in 2020, WREN was able to continue to delivery of microenterprise TA to 33 of proposed 50 micro clients through re-tooling to enabling remote learning and digital access to programs and services. WREN was awarded \$62,500 to provide Micro TA support to 25 clients in the 2020-21 program year.

Proposed Project – WREN proposes direct grants to up to 50 eligible clients, which would more than double the number of Micro TA clients proposed for 2020-21. WREN justifies this increase based on its acquisition of the "NH Grand" North Country business database, close working relationships with seven area chambers of commerce, and a high percentage of tourism- and hospitality-related businesses – which are hard-hit by COVID-19 – in its service area.

Staff Recommendation – Staff recommends an award of \$75,000 to support 25 qualifying microenterprises. This award is lower than the requested amount, but it is consistent with the 25 clients it is planning to serve using the recent Micro TA award. Many of WREN's current clients are very small businesses where a direct grant of \$2,500 may exceed normal revenues. WREN has very limited staff capacity, and it has no experience with the more complicated elements of this award, such as documenting no 'duplication of benefits' with other Federal COVID-19 funding. A smaller award also will enable WREN to demonstrate renewed capability as they rebuild their microenterprise program. Finally, the programmatic limitation of \$500,000 per grantee requires a reduction of the combined grant requests from WREN and the other two Grafton County sub recipients (BEDC and NCIC and WREN – see above).

4. Hannah Grimes Center, Inc. (HGC)

HGC provides extensive business training opportunities to microenterprises, including hands-on workshops, one-on-one coaching, retail training at the Hannah Grimes Marketplace, and in-depth programs such as the incubator. In recent months, HGC has pivoted its services to be delivered

mostly on line, and its annual "Radically Rural" conference will transition to a one-day virtual event. HGC met its target client number (60) for the Microenterprise TA program year that ended June 30, 2020, and was awarded \$162,500 to provide Micro TA support to 65 clients in the 2020-21 program year.

Proposed Project – HGC proposes direct grants to 50 eligible clients, which will complement their direct and consultant-based technical assistance to 65 Monadnock Region microenterprises supported by the 2020-21 Micro TA grant award.

Staff Recommendation – Staff recommends an award of \$150,000 to support 50 qualifying microenterprises, which is lower than the 65 Micro TA clients that HGC plans to support in the 2020-21 program year, but is within HGC's operating budget and staff capacity. Over the past several months, HGC has been in regular contact with more than 100 clients to track their needs and identify/support COVID-19 transition. HGC used a \$24,000 grant from the CDFA Nonprofit Response Fund (with funding provided by Citizens Bank) to provide direct grants to 12 micro clients this past spring, demonstrating its ability to identify target businesses and provide direct grant support. HGC also created its own 'Pandemic Pivot Fund' to help clients with much-needed equity during the early stages of the COVID-19 pandemic. HGC employs a 'peer learning' model, which has resulted in a great deal of information-sharing and business collaboration.

5. Rockingham Economic Development Corporation d/b/a Regional Economic Development Center Southern New Hampshire (REDC)

REDC offers a wide variety of services to microenterprises and other small businesses, including workshops and training; technical assistance in areas such as marketing, accounting, finance and personnel issues; and direct lending. REDC recently added staff to increase its capacity to respond to growing demand for these services, which have spiked in the current COVID-19 environment. They are transitioning many of their services to be delivered online, by phone, and through video conference and webinar. REDC met its target client number (54) for the Microenterprise TA program year that ended June 30, 2020 and was awarded \$137,500 to provide Micro TA support to 55 clients in the 2020-21 program year.

Proposed Project – REDC proposes direct grants to 100 eligible clients, which is 45 more than the 55 clients supported by the 2020-21 Micro TA grant award. The proposal is based on a detailed survey of one-third of the microenterprises it currently serves.

Staff Recommendation – Staff recommends an award of \$240,000 to support 80 qualifying microenterprises. This award is lower than the requested amount due to a lack of sufficient funds in the grant round. REDC used a \$30,000 grant from the CDFA Nonprofit Response Fund (with funding provided by Citizens Bank) to provide direct grants to 15 of its current 67 micro clients. This experience, along with its successful track record supporting microenterprises, demonstrated REDC's ability to identify target businesses and provide direct grant support to help those businesses with much-needed equity during the early stages of the COVID-19 pandemic. REDC has expanded staff capacity (with funding from the Economic Development Administration and other sources) to enable additional technical assistance to businesses; relevant experience tracking direct Federal funding to businesses; and robust internal tracking and financial systems. REDC also will be piloting new software that would enable online client data entry. If the system works as planned, they hope to make it available to other micro providers.

Recommendation Summary

Staff recommends approval of a total of **\$848,730** in CDBG-CV Microenterprise Direct Grant Program funding for a program year September 1, 2020 through August 31, 2021. The total requested amount for the Grafton County and Cheshire County applications is \$1,104,365. The 2020 CDBG-CV allocation to the microenterprise direct-grant program is \$850,000, with additional CDBG-CV funds set aside for Economic Development purposes.

Staff recommends the following awards, by county, which distribute funds nearly equally to the Northern and Southern portions of the State:

RECOMMENDED AWARDS

Sub recipient	# of Beneficiaries	Program Award	Admin Award	TOTAL AWARD
<u>Grafton County</u>				
BEDC	68	204,000	21,688	225,688
NCIC	35	105,000	9,145	114,145
WREN	25	75,000	6,532	81,532
Grafton subtotal:	128	\$ 384,000	\$ 37,365	\$ 421,365
<u>Cheshire County</u>				
Hannah Grimes	50	150,000	14,365	164,365
REDC	80	240,000	23,000	263,000
Cheshire subtotal:	130	\$ 390,000	\$ 37,365	\$ 427,365
TOTALS:	258	\$ 774,000	\$ 74,730	\$ 848,730