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CDFA
COMMUNITY DEVELOPMENT FINANCE AUTHORITY

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

Requested Action

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to award additional grant funds to the County of Belknap, 34 County Drive, Laconia, New Hampshire by increasing the approved grant amount by $25,000, from $243,009 to $268,009 with no change to the contract completion date of June 30, 2023. If approved, this Amendment will adjust the approval amount to match the entire intended contract amount of $268,009. Said amendment shall be effective upon Governor and Council approval on July 14, 2021. The original grant was approved by Governor Sununu on May 13, 2021. **100% federal funds.**

Explanation

The Community Development Finance Authority (CDFA), on behalf of the County of Belknap, is requesting an amendment to the grant approval amount in connection with the Covid-related CDBG award. CDFA inadvertently requested, and Governor Sununu subsequently approved, an award in the amount of $243,009 when in fact, the request should have included an additional $25,000 for a total award of $268,009. The P-37 and all Agreement exhibits recite the correct amount of $268,009. If approved, the total award amount approved will match the Agreement documents. Additional information is included as a companion item.

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

Sincerely,

Katherine Easterly Martey
Executive Director

KEM/ml

Attachments

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

CHRISTOPHER T. SUNUNU
Governor

May 13, 2021

Katherine Easterly Martey
Executive Director
New Hampshire Community Development Finance Authority
14 Dixon Ave
Concord, N.H. 03301

Dear Director Martey,

Pursuant to my authority under RSA 21-P:43; RSA 4:45; RSA 4:47; and Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, and 2021-08 I have approved your written request, in attachment, to take the following actions related to the Coronavirus Aid, Relief, and Economic Security (CARES) Act Community Development Block grant (CDBG) Funds:

1. Authority for the Community Development Finance Authority (CDFA) to grant funds to the County of Belknap, in the amount of $243,009 for the purpose of providing COVID-related funds to nonprofit organizations throughout New Hampshire. Budgeted consistent with the information in the request, in attachment. Effective through June 30, 2023. (100% Federal Funds)

The Department of Administrative Services is authorized to take the actions necessary to effectuate this authorization.

Sincerely,

Christopher T. Sununu
Governor

CC: Charles Arlinghaus, Commissioner, Department of Administrative Services

107 North Main Street, State House - Rm 208, Concord, New Hampshire 03301
Telephone (603) 271-2121 • FAX (603) 271-7640
Website: http://www.governor.nh.gov/ • Email: governorsununu@nh.gov
TDD Access: Relay NH 1-800-735-2964

CDFA
COMMUNITY DEVELOPMENT FINANCE AUTHORITY

May 13, 2021

His Excellency, Governor Christopher T. Sununu
State House
Concord, New Hampshire 03301

REQUESTED ACTION UNDER RSA 21-P:43, RSA 4:45, RSA 4:47 AND EXECUTIVE ORDER 2020-04, AS EXTENDED BY EXECUTIVE ORDER 2020-05 AND 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05 AND 2021-06

Dear Governor Sununu,

1. Community Development Finance Authority (CDFA), under the Coronavirus Aid, Relief and Economic Security (CARES) Act funding, specifically under the Community Development Block Grant (CDBG) program, requests authority to award a grant to the County of Belknap, in the amount of $243,009 for the purpose of providing COVID-related funds to non-profit organizations throughout the State of New Hampshire, upon your approval for the period effective May 13, 2021 through June 30, 2023. **100% federal funds.**

Explanation

The County of Belknap is requesting CDBG funds to assist non-profit organizations with COVID-related costs. If approved, funds will be subgranted to the Boys & Girls Clubs of Central New Hampshire, Partnership for Public Health, Inc., The Granite State Children's Alliance, The Lakes Region Mental Health Center, Inc. and Navigating Recovery of the Lakes Region to assist in covering costs associated with preparing for, responding to or recovering from the COVID-19 pandemic. A minimum of 4776 beneficiaries will be served, of which 4167 are of low and moderate income.

Sincerely,

Katherine Easterly Martey
Executive Director

KEM/ml

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 Belknap		1.4 Contractor Address 34 County Drive Laconia, NH 03246	
1.5 Contractor Phone Number 603-527-3400	1.6 Account Number 20-401-CDPS-CV	1.7 Completion Date June 30, 2023	1.8 Price Limitation $268,009
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: 4/8/21		1.12 Name and Title of Contractor Signatory Debra Shackett, County Administrator	
1.13 State Agency Signature Date: 4/21/21		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: Takhmina Rakhmatova		On: 5/12/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 4/5/21

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 DS
Date 4/8/21

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 DS

Date 4/8/21

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.

Contractor Initials DS

Date 4/8/21

EXHIBIT A

Special Provisions

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

NONE

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EXHIBIT B

GRANT ACTIVITIES

1. PROJECT DESCRIPTION AND PURPOSE.

1.1 This project shall consist of the awarding of $268,009 in Community Development Block Grant Coronavirus (CDBG-CV) funds to Grantee (the "Grant Funds"), of which a total of $243,009 is to be subgranted as itemized on the table below* (collectively referred to as "Subrecipient") for Public Services subgrants. Subgranted funds must be used by the Subrecipients to provide public services activities to prevent, prepare for, and respond to Coronavirus in accordance with the CARES Act allocation to the Grantee and of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program, as set forth in the Housing and Community Development Act of 1974, as amended, (42 USC. 5301 et seq.), hereinafter referred to as CDBG.

1.2 The specific reporting requirements for beneficiary performance measures and goals for this grant are outlined in Attachment I, Subrecipient Agreement.

1.3 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 the total number of public services beneficiaries referenced in the table below*, of which at least 51% will be of low- and moderate-income, as that term is defined in 24 CFR 570.483 and CDFA's Implementation Guide.

SUBRECIPIENT	PROJECT TYPE	AWARD AMOUNT	TOTAL BENEFICIARIES	LMI BENEFICIARIES	PUBLIC SERVICE AREA
Boys & Girls Clubs of Central NewHampshire, Inc.	Staff and Cleaning	$30,000	200	151	Youth Services
Partnership for Public Health, Inc.	Staff	$90,995	1120	924	Health Services
The Granite State Children's Alliance	Service & Materials	$50,000	156	112	Health Services
The Lakes Region Mental HealthCenter, Inc.	Equipment	$21,634	3200	2880	Mental Health Services
Navigating Recovery of the LakesRegion	Staff	$50,380	100	100	Substance Use Services
General Administration		$25,000			Admin

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.

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2.2 Grantee has agreed to an Implementation Schedule, which will provide for the completion of all grant activities, prior to the Grant Completion Date. All public service activities shall be completed prior to the Grant Completion Date as stated in Section 1.7 of the General Provisions. Activities occurring before January 1, 2021 are not eligible under this award.

2.3 Grantee shall be permitted to request up to $25,000 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: recordkeeping, reporting, audits 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 Agreement and shall aggressively pursue its remedies under said Agreement for the benefit of the State.

2.5 Grantee shall send, at a minimum, its grant administrator, or a designated representative employee involved in the administration of this Grant, to any periodic CDBG-CV Grant Administration Workshop to be offered by CDFA pertinent to the administration of the activities in this grant agreement.

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.

3. STATE AND 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 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.

3.1.2 Faith-Based Organizations. Executive Order 13279 allows a government contractor or subcontractor that is a religious organization, corporation, association, educational institution, or society to take religion into consideration in the employment of individuals to perform work connected with the services offered by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempt or excused from complying with the other requirements contained in Executive Order 11246. Grantees must require all Subrecipients to adhere to 24 CFR 570.200(j) *Faith-based activities.*

3.1.3 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.

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

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

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

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

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

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

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

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

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

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

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

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

determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, religion, sex, or national origin of the participants to be served.

3.1.12 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.

3.1.13 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.

3.1.14 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.

3.2 In addition, Grantee shall comply, and shall require any Subrecipient, contractor and subcontractor to comply, with the following in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136):

3.2.1 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 and or respond to Coronavirus.

3.2.2 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.

3.2.3 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 USC. 5155), as amended by section 1210 of the Disaster Recovery

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Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442). See Attachment II attached hereto and made a part hereof this Agreement.

3.2.4 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.

3.2.5 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.

3.2.6 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.

4. SUBRECIPIENT AGREEMENTS.

4.1 Grantee shall enter into a Subrecipient Agreement with the each Subrecipient in the form attached hereto (Attachment I) and incorporated herein by reference.

4.2 The Subrecipient Agreements shall provide for the subgranting of 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 all applicable provisions of this Exhibit B to be inserted in all Subrecipient Agreements, contracts and subcontracts for any work or Project/Program Activities covered by this Agreement so that the provisions will be binding on each Subrecipient, contractor and subcontractor; provided, however, that the foregoing provisions shall not apply to contracts for standard commercial supplies or raw materials. Grantee shall take such action with respect to any Subrecipient Agreement, contract or subcontract as the State, or, where applicable, the United States, may direct as a means of enforcing such provisions, including sanctions for noncompliance.

5. PROJECT MATCHING FUNDS; ADDITIONAL FINANCING:

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.

6. SECURITY REQUIREMENTS.

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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 all required documentation of low- and moderate-income benefit in accordance with the reporting requirements of the Subrecipient Agreement. The information shall be provided on the Periodic Progress Report, as found in the CDBG Implementation Guide. All reporting, including additional documentation and reporting requirements from said Subrecipient Agreements, shall be submitted via CDFA's Grants Management System (GMS).

7.4 Grantee shall require Subrecipient to maintain adequate administrative mechanisms in place to assure compliance with the requirements of 7.3.

7.5 In the event Grantee fails to enforce the provisions of the Subrecipient Agreements or fails to cure any event of default under the Subrecipient Agreements, Grantee shall, upon demand by CDFA, assign and convey all or part of its rights, title and interest, or delegate all or any of its obligations under the Subrecipient Agreements, to CDFA.

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

7.6 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.

7.7 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.

7.8 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.

7.9 Political Activity Prohibited - Hatch Act. Neither the Community Development funds provided under this Agreement, nor administration of this Program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

7.10 Lobbying. Grantee certifies that:

7.10.1 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

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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.

7.10.2 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.

7.10.3 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.

7.11 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:

7.11.1 By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under the control of such bidder, offeror, applicant or subcontractor where segregated facilities are maintained.

7.11.2 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. The bidder, offer or, applicant, or subcontractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it 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 it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

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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 CDBG Implementation Guide.

9. PROCUREMENT.

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

The Grantee shall comply with 24 CFR 200.313 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

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 Grants Management System (GMS).

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

10.3 Within 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

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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 Several performance measures and goals reporting will be required from the Grantee via the Subrecipients as outlined in the Attachment I, Subrecipient Agreement 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.

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

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any payments to be made hereunder against such payments, and if applicable, Grantee shall refund to CDFA the amount of any excess funds it retains after such offset.

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

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

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

13. PUBLICITY AND SIGNAGE:

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

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

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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: record keeping, reporting, audits 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: If applicable, the term "Delivery Costs" shall mean all reimbursable costs incurred by a Subrecipient, that are directly related to the preparation and execution of loan documents and to the monitoring and administration of the loan provisions, and which are allowable by the New Hampshire Community Development Block Grant program 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;

2.1.2 There are no matched funds required under this Agreement;

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

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4.5 Transfers over ten (10) 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 $25,000 of Grant Funds may be applied by the Grantee for Administrative Costs in carrying out the requirements of this Agreement.

4.7 Up to $243,009 of Grant Funds may be subgranted to Subrecipients for the purpose of performance of the services outlined in the table referenced in Exhibit B.

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 Any program income, defined as gross income directly generated from the use of CDBG-CV funds, shall be retained by the Subrecipient while this Agreement is active. This income must be expended before any transfer of funds can be made from the CDBG-CV program. All conditions for funding the Subrecipient shall apply to the expenditures of these funds. Any program income on hand when the Agreement expires or received after the Agreement expires shall be paid to CDFA.

7 DISPOSITION.

7.1 When original or replacement equipment acquired under this Agreement is no longer needed for the original project or program or for other activities currently or previously supported by CDFA, the Subrecipient must request disposition instructions from CDFA.

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ATTACHMENT I

SUBRECIPIENT AGREEMENT
MINIMUM TERMS AND CONDITIONS

Each Subrecipient, as identified on the table below*, shall enter into a Subrecipient Agreement between itself and Belknap County, a body corporate and politic, having an address at 34 County Drive, Laconia, New Hampshire ("Grantee") which 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 as identified in Section 2 below.

SUBRECIPIENT	PROJECT TYPE	AWARD AMOUNT	TOTAL BENEFIARIES	LMI BENEFICIARIES	PUBLIC SERVICE AREA
Boys & Girls Clubs of Central NewHampshire, Inc.	Staff and Cleaning	$30,000	200	151	Youth Services
Partnership for Public Health, Inc.	Staff	$90,995	1120	924	Health Services
The Granite State Children's Alliance	Service & Materials	$60,000	156	112	Health Services
The Lakes Region Mental HealthCenter, Inc.	Equipment	$21,634	3200	2880	Mental Health Services
Navigating Recovery of the LakesRegion	Staff	$50,380	100	100	Substance Use Services
General Administration		$25,000			Admin

RECITALS

A. This Subrecipient Agreement sets forth the responsibilities of the Grantee and Subrecipient in accomplishing the objectives of the United States Government for the CARES Act allocation to the Grantee and of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program, as set forth in the Housing and Community Development Act of 1974, as amended, (42 USC. 5301 et seq.), hereinafter referred to as CDBG.

B. The Grantee is subgranting funds to the Subrecipient to be used to meet the CDBG Program's National Objective to principally benefit persons of low- to moderate-income, which is defined as 80 percent or less of the area's median income, by addressing the CDBG Program goals of providing residents with decent housing, a suitable living environment and expanding economic opportunities and the CDBG-CV goals of preventing, addressing or responding to COVID-19. Activities occurring prior to January 1, 2021 are not eligible for this award.

C. Based on information provided by the Subrecipient and other local and regional public service agencies/organizations, the Grantee has determined that there will be no duplication of benefits provided to the same eligible beneficiaries of this activity during the same period of performance. See Attachment II attached hereto and made a part hereof this Agreement.

In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

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1. REPRESENTATION AND WARRANTIES.

Subrecipient represents and warrants to Grantee as follows:

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 accept the subgrant from Grantee and to perform the activities required by this Subrecipient Agreement. Subrecipient has the power and authority to own its properties, to conduct business as it is now being conducted, to execute and deliver and perform its obligations under the Subrecipient Agreement and all other documents as applicable to this Subrecipient Agreement.

1.2 The Subrecipient Agreement is the legal, valid and binding obligation of Subrecipient enforceable against Subrecipient, in accordance with its terms.

1.3 Subrecipient has complied and will comply in all material respects with all applicable federal, state and local laws, statutes, rules and regulations pertaining to the receipt of the subgranted funds from Grantee and performance of the activities required to be performed hereunder.

1.4 No application, exhibit, schedule, report or other written information provided by Subrecipient or its agents 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 PURPOSE, DESCRIPTION AND SUBRECIPIENT ACTIVITIES.

2.1 This project and activities for which the funds have been subgranted by Grantee to Subrecipient shall consist of the following:

[EACH SUBRECIPIENT SHALL INSERT AMOUNT AND DESCRIPTION OF ITS PROJECT AND ACTIVITIES]

2.2 Benefit to Low- and Moderate-Income Persons.

The general purpose of the project is to principally benefit Low- and Moderate-Income Persons as that term is defined in the Grant Agreement: "those Persons whose income falls at or below the "low income" level as referenced in 24 CFR 570.483 as determined by the U. S. Department of Housing and Urban Development (HUD) for the State of New Hampshire". The most current HUD Income Limits may be found at CDFA's website at www.nhcdfa.org.

Consistent with the National Objectives of the Community Development Block Grant Program under Title I of the Housing and Community Development Act of 1974, as amended, the Parties agree ***[EACH SUBRECIPIENT SHALL INSERT ITS BENEFICIARY NUMBERS IN THE FOLLOWING TEXT]*** that _____percent (___%) of the ____ persons served shall be of low- and moderate-income as that term is defined in 24 CFR 570.483.

3. SUBRECIPIENT REQUIREMENTS.

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

3.2 Disbursement of Grant Funds. Upon compliance with, and subject to the provisions of this Subrecipient Agreement and provided there shall exist no Event of Default under this Subrecipient 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

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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. Such 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 subgranted funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

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

4.1 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 the Grant Agreement between the Grantee and CDFA.

4.2 Subrecipient Reporting to Grantee. The Subrecipient shall submit qualifying beneficiary information to the Grantee and CDFA as set forth in Section 6.

4.3 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.

4.4 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.

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

5. 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.

There is no match requirement in connection with this Agreement.

6. SCHEDULE AND GRANT COMPLETION.

6.1 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.

6.2 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.

6.3 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.

7. INSURANCE AND TAXES.

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7.1 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.

7.2 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.

7.3 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.

8. ACCOUNTING, AUDIT, AND RECORD KEEPING REQUIREMENTS.

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

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

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

9. INDEMNIFICATION.

Subrecipient shall defend, indemnify and hold harmless the Grantee, the State of New Hampshire, and 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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10. MAINTENANCE OF CORPORATE EXISTENCE.

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

10.2 Scope of Mission. Subrecipient and Grantee agree that the Subrecipient's Articles of Incorporation and corporate Bylaws ("Bylaws") as submitted with the Project application and incorporated herein by reference, provide an adequate administrative mechanism for assuring the Subrecipient's mission of serving low- and moderate-income persons, during the Grant Period, as required pursuant to this Agreement.

11. MAINTENANCE OF EQUIPMENT.

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

12. EVENTS OF DEFAULT.

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

(a) Failure of Subrecipient to complete the Project satisfactorily in accordance with the approved activities or on schedule;

(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;

(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;

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(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.

13. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

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

(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.

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

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

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.

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Subrecipient represents and warrants:

(a) Subrecipient will obtain all necessary approvals and all necessary permits for the operation of its business from all governmental authorities having jurisdiction.

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

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

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

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

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

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

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

15. MISCELLANEOUS PROVISIONS.

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

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

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

15.4 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.

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

15.6 Publicity and Signage.

15.6.1 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 publicly available information.

15.6.2 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.

15.7 Additional CDBG-CV Requirements. The Subrecipient shall adhere to the following CDBG-CV additional requirements:

15.7.1 The Subrecipient 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.

15.7.2 The Subrecipient 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 this Subrecipient Agreement.

15.7.3 The Subrecipient 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. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442).

15.7.4 The 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 System for Award Management (SAM.gov); the Federal

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Funding Accountability and Transparency Act as provided in 2 CFR part 25.300, Universal Identifier and General Contractor Registration.

15.7.5 The Subrecipient 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.

15.7.6 The Subrecipient may not sell, trade, or otherwise transfer all or any such portion of the funds subgranted to it by Grantee to another 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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ATTACHMENT II

DUPLICATION OF BENEFITS

In consideration of Subrecipient's receipt of CDBG-CV funds administered by Grantee, Subrecipient shall assign to Grantee all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered through the Coronavirus Aid, Relief and Economic Security Act (CARES Act) that was the basis of the calculation of CDBG-CV Grant to the extent of Grant paid or to be paid to Subrecipient under the CDBG-CV Program and that are determined in the sole discretion of CDFA to be a duplication of benefits ("DOB") as provided in the Grant Agreement.

The payments referred to in the preceding paragraph, whether they are from insurance, the Coronavirus Relief Fund or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Assistance," and any Assistance that are a DOB shall be referred to herein as "DOB Assistance." Upon receiving any Assistance not listed on the Duplication of Benefits Worksheet, Subrecipient agrees to immediately notify the Grantee who will notify CDFA of such additional amounts, and CDFA will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Assistance are determined to be a DOB, the portion that is a DOB shall be paid to the Grantee, to be returned to CDFA as provided in the Grant Agreement.

If requested by the Grantee, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantee, to the extent of the Grant paid to Subrecipient under the Program, the Policies, any amounts received under the CARES Act that are DOB Assistance and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantee to consummate and make effective the purposes of the Grant Agreement.

Subrecipient explicitly allows the Grantee to request of private insurance; the Federal Emergency Management Agency (FEMA) Disaster Relief Fund; the Small Business Administration (SBA) Payment Protection Program (PPP) and Economic Injury Disaster Loan (EIDL) loans and/or grants; local and state funds like the Coronavirus Relief Fund; other federal programs; and private and nonprofit organizations from which Subrecipient has applied for or is receiving Assistance, any non-public or confidential information determined to be reasonably necessary by the Grantee to monitor/enforce its interest in the rights assigned to it under the Grant Agreement and give Subrecipient's consent to such company to release said information to the Grantee.

If Subrecipient hereafter receives any DOB Assistance, Subrecipient agrees to promptly pay such amounts to the Grantee, if Subrecipient received assistance under the Program in an amount greater than the amount Subrecipient would have received if such DOB Assistance had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any Assistance not listed on its Duplication of Benefits Worksheet ("Subsequent Assistance"), Subrecipient shall pay such Subsequent Assistance directly to the Grantee, and CDFA will determine the amount, if any, of such Subsequent Assistance that are DOB Assistance ("Subsequent DOB Assistance"). Subsequent Assistance in excess of Subsequent DOB Assistance shall be returned to the Subrecipient. Subsequent DOB Assistance shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant, any Subsequent DOB Assistance shall be retained by the Grantee and remitted to CDFA.

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2. If the Subrecipient has received no payment of the Grant, any Subsequent DOB Assistance shall be used by the Grantee to reduce payments of the Grant to the Subrecipient, and all Subsequent DOB Assistance shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant, any Subsequent DOB Assistance shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Assistance shall first be used to reduce the remaining payments of the Grant, and Subsequent DOB Assistance in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Assistance shall be retained by the Grantee and remitted to CDFA.
4. If the Grantee makes the determination that the Subrecipient does not qualify to participate in the Program or the Subrecipient determines not to participate in the Program, the Subsequent DOB Assistance shall be returned to the Subrecipient, and this Agreement shall terminate.

Once the Grantee has recovered an amount equal to the Grant paid to Subrecipient, the Grantee will reassign to Subrecipient any rights assigned to the Grantee pursuant to the Grant Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Assistance received by Subrecipient shall be true and correct as of the date of Grant Closing and through the required reporting period.

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Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Belknap County 34 County Drive Laconia, NH 03246	607	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits - NH Statutory Limits May Apply*	
[X] **General Liability** (Occurrence Form)	1/1/2021	1/1/2022	Each Occurrence	$ 1,000,000
[ ] **Professional Liability (describe)**			General Aggregate	$ 2,000,000
[ ] Claims Made [ ] Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
[ ] **Automobile Liability**			Combined Single Limit (Each Accident)	
Deductible Comp and Coll: $1,000			Aggregate	
[ ] Any auto				
[ ] **Workers' Compensation & Employers' Liability**			[ ] Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
[ ] **Property** (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regards to grant, 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:	[X] Additional Covered Party	[ ] Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: Mary Beth Purcell
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301			Date: 4/19/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Belknap County 34 County Drive Laconia, NH 03246	607	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
☐ **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) Aggregate	
X **Workers' Compensation & Employers' Liability**	1/1/2021	1/1/2022	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
☐ **Property (Special Risk Includes Fire and Theft)**			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
CDFA 14 Dixon Ave, Suite 102 Concord, NH 03301	By: *Mary Beth Purcell* Date: 4/19/2021 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

CERTIFICATE
20-401-CDPS-CV

I, Hunter Taylor, Clerk of Belknap County, New Hampshire do hereby certify that: (1) at the public hearing held on September 17, 2020, the County Commissioners voted to submit an application for Community Development Block Grant funds and if awarded; (2) enter into a contract with the Community Development Finance Authority and further authorize the County Administrator to execute any documents which may be necessary to effectuate this contract and any amendments thereto; (3) I further certify that this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Debra Shackett, County Administrator
Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of Belknap County, New Hampshire this 8th day of April, 2021.

County Clerk

CERTIFICATION OF GRANTEE'S ATTORNEY
20-401-CDPS-CV

I, Paul T. Fitzgerald acting as Attorney for the County of Belknap, 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 Laconia, NH this 9th day of April 2021.

Signature of Grantee's Attorney

Paul T. Fitzgerald