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February 9, 2024

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA) to amend an existing **Sole Source** sub award (or grant) agreement with the New Hampshire Housing Finance Authority (NHHFA) (VC#174411) as part of the InvestNH housing program, by increasing the price limitation by \$2,900,000, from \$5,000,000 to \$7,900,000, and extending the project completion date from September 30, 2024 to December 31, 2026, effective upon Governor and Council approval. The original contract was approved by Governor and Council on July 27, 2022, Late item #A. **100% Federal Funds**

Funding is available in account, ARP InvestNH Housing Prog, as follows:

	<u>FY 2024</u>
03-22-022-220510-26520000-072-500575 – Grants Federal	\$2,900,000

EXPLANATION

The InvestNH housing program is designed to provide a one-time infusion of \$100 million to accelerate the availability of multifamily housing projects already underway and help New Hampshire’s municipalities address associated costs and obstacles to development. This item is **Sole Source** as NHHFA is the sole statewide housing authority uniquely positioned to administer these funds.

When InvestNH was first established, the available funding was divided among authorized program elements based on anticipated demand or need. As the program has progressed, that demand has evolved, and updates to how available funds are allocated are needed to ensure ongoing, effective deployment of these ARPA-SFRF funds within federally mandated timelines.

InvestNH is comprised of five programs within two major components of funding, \$60 million utilized for funding gaps in projects managed by nonprofit and for-profit developers and \$40 million for municipalities permitting eligible units and engaging in planning and preparation for housing development. This grant agreement amendment falls within the \$40 million made available to municipalities, and the underlying agreement was initially authorized on July 27, 2022 (late item #A).

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That \$40 million includes a Municipal Demolition Grant Program (\$5 million) a Municipal Planning and Zoning Grant Program (\$5 million) and a Municipal Per Unit (MPU) Grant Program (\$30 million) The demolition program provides funding to municipalities for the demolition of vacant or dilapidated buildings as part of larger community revitalization projects. The planning and zoning program, which is administered by NHHFA, provides funding to municipalities to study zoning or other regulatory causes of the lack of affordable housing, identify potential changes which could promote the construction of affordable housing, and establish or reform regulations in response to those findings. The MPU program provides \$10,000 per unit incentives to municipalities that expediently permit multifamily affordable housing.

BEA has received authorization through the Joint Legislative Fiscal Committee and Governor & Council to reallocate funds within InvestNH to adapt to program needs, working to meet the growing demand in various program elements while also ensuring the funds are timely and effectively utilized within federally mandated timelines. Funds are primarily reallocated from the MPU program to other elements, as those other program elements have seen increased and ongoing demand relative to what was initially budgeted for those program elements back in 2022.

Please see the table below for an overview of where funds are being reallocated within InvestNH. This amendment only pertains to the agreement with NHHFA relative to the Municipal Planning and Zoning Grant Program.

Program Receiving Additional Funding	Reallocation Amount	New Total Allocation
Capital Subsidy Program	\$4,000,000	\$14,000,000
Municipal Demolition Grant Program	\$6,500,000	\$11,500,000
Municipal Planning and Zoning Grant Program	\$2,900,000	\$7,900,000
InvestNH Administrative Costs	\$380,000	\$1,876,000
Totals	\$13,780,000	\$32,276,000

This amendment would provide to NHHFA \$2.9 million, reallocated from within InvestNH, for use in the Municipal Planning and Zoning Grant Program and modify program and contract deadlines to align with the ongoing program and federal period of performance requirements. As it pertains to deadlines, this agreement extends the project completion date from September 30, 2024, to December 31, 2026, removes the project obligation deadline to align with federal guidance, and extends the project expenditure deadline from September 30, 2024 to December 31, 2026.

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The Municipal Planning and Zoning Grant Program has exhausted its authorized funding but has outstanding applications, which this reallocated funding will help address and will enable new applications from municipalities, as well as support the continued use as Housing Navigators that assist communities as they seek to access the Program. The Program has already supported 59 planning grants across 58 municipalities, with more than 20 additional potential grants already identified.

In the event that federal funds become no longer available, general funds will not be requested. All other provisions of the sub award agreement shall remain in effect.

This amended Agreement has been approved by the Attorney General's Office as to form and execution.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "T. Caswell", is written over a faint, illegible stamp.

Taylor Caswell
Commissioner

Grant Agreement Amendment

The State of New Hampshire Department of Business and Economic Affairs (BEA), 100 N. Main Street, Suite 100, Concord, NH, 03301, and the New Hampshire Housing Finance Authority (NHHFA or Grantee), 32 Constitution Drive, Bedford, NH 03110, hereby mutually agree to amend the Grant Agreement previously entered into and approved by Governor and Council on July 27, 2022, late item #A (hereinafter referred to as "the Agreement"), by revising the Price Limitation and various program and contractual deadlines within the Agreement as outlined below to accommodate reallocated program funding and updated guidance pertaining to use of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF).

Section 17 of the Agreement allows for amendment by an instrument in writing executed by the Parties.

Wherefore the Grant Agreement is amended as follows:

1. Amend Section 1.7 of the Grant Agreement (Page 1) by increasing the Completion Date from September 30, 2024, to December 31, 2026, to continue carrying out the scope of activities within the Agreement within the ARPA SLFRF period of performance.
2. Amend Section 1.8 of the Grant Agreement (Page 1) by increasing the Price Limitation by \$2,900,000.00 from \$5,000,000.00 to \$7,900,000.00 to continue carrying out the scope of activities within the Agreement.
3. Amend Section 30 of Exhibit A by increasing the final report deadline from December 31, 2024, to March 31, 2027, and increasing the deadline to use funds from September 30, 2024, to December 31, 2026.
4. Amend Section 2 of Exhibit B as follows:
 - Increasing the total municipal grants amount by \$2,200,000 from \$2,875,000 to \$5,075,000.
 - Increasing the total for community engagement and administration by \$700,000 from \$625,000 to \$1,325,000.
5. Amend Section 6 of Exhibit B by deleting and replacing with the following: "Funds must be expended by December 31, 2026, for costs incurred on or after May 4, 2022. Funds not expended by December 31, 2026, must be returned by Contractor to the State."
6. Amend Paragraph 2 of Exhibit B as follows:
 - Increasing the total municipal grants amount by \$2,200,000 from \$2,875,000 to \$5,075,000.
 - Increasing the total for community engagement and administration by \$700,000 from \$625,000 to \$1,325,000.
7. Notwithstanding Paragraph 2 of Exhibit C, upon execution of this Amendment

BEA will advance to Grantee the sum \$2,900,000.00, in addition to the \$5,000,000.00 already advanced to Grantee under this program.

This Amendment shall become effective upon its approval by the Governor and Executive Council of the State of New Hampshire.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the Parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY:

By: [Signature] date 2/8/2024
Rob Dapice, Executive Director
New Hampshire Housing Finance Authority

STATE OF NEW HAMPSHIRE:

By: [Signature] date 2/9/2024
Taylor Caswell, Commissioner
Department of Business and Economic Affairs
State of New Hampshire

Approval of the Attorney General of the State of New Hampshire (Form, Substance, and Execution):

Signature [Signature] Attorney
Name LOUISE WILLIAMS, ESQ. Assistant Attorney General
Date 2/14/2024

Approval by Governor and Council of the State of New Hampshire:

Signature _____
Name _____
Date _____



CERTIFICATE OF AUTHORITY

To Whom it May Concern:

Robert B. Dapice, currently serves as New Hampshire Housing Finance Authority's Executive Director. He is a designated "officer" of New Hampshire Housing and has authorization to execute documents related to implementation of programs administered through New Hampshire Housing as outlined in New Hampshire Housing Finance Authority's Operating Policies as noted below:

The Authority's Operating Policies last revised and approved by the Board of Directors on 2/2022, provide the Executive Director with the authority to "sign any and all documents necessary or convenient to implement any activity that is delegated to the Executive Director". These policies also state that "The Executive Director is authorized to execute any and all documents necessary for the conduct of Authority business..."

This information serves as a summary of the documentation of record establishing the authority of the "Executive Director" to execute documents on behalf of New Hampshire Housing.

2/9/2024
Date


Christopher Norwood, Board Chair

State of New Hampshire
County of Hillsborough

Signed and affirmed before me on February 9, 2024, by Christopher Norwood


Signature of Notary Public/Justice of the Peace

My Commission Expires: **COLETTE L. PROVENCHER**
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 4, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2023

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

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

PRODUCER The Hilb Group New England, LLC PO Box 806 Keene NH 03431		CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): E-MAIL ADDRESS: aodonnell@hilbgroup.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Acadia Insurance Company	
		INSURER B: Lloyd's of London	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

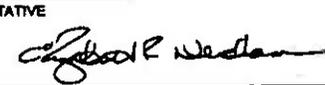
COVERAGES **CERTIFICATE NUMBER:** 23/24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA0253474-25	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPA0253474-25	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA0254395-25	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA0254394-25	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	MORTGAGE IMPAIRMENT			MIC1700034	07/01/2021	07/01/2024	ANY ONE LOSS \$3,000,000 DEDUCTIBLE \$5,000

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

3A state: NH
All officers included for coverage

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

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Late Item #A



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**

July 8, 2022

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

REQUESTED ACTION

Authorize the Department of the Business and Economic Affairs to enter into a Sole Source sub award (or grant) agreement with New Hampshire Housing Finance Authority (VC #174411), in an amount not to exceed \$5,000,000 to support and study zoning or regulatory causes of a lack of affordable housing, effective upon Governor and Council approval through September 30, 2024. 100% Federal Funds.

Funding is available in account, ARP InvestNH Housing Prog. as follows:

03-22-22-220510-26520000 – 500574 – Grants to Local Gov's-Federal

FY 2023
\$5,000,000

EXPLANATION

The InvestNH housing program will distribute \$5 million of American Rescue Plan capital grant funds through the New Hampshire Housing Finance Authority (NHHFA). Upon approval of this grant agreement, the State will advance to the grantees the full amount of this sub award. These funds will be distributed to municipalities to support and study zoning or regulatory causes of a lack of affordable housing, identify potential changes to zoning rules and regulations, and/or establish or update those rules and regulations in response to those findings. Services will include working with the municipality and local community to identify its housing needs and understand development options, reviewing current regulations, and rewriting or creating new local land use regulations.

\$1.5 Million – Community Housing Navigator

Grants of up to \$250,000 per community will be made, for up to six communities, to be used to hire a local "Community Housing Navigator" to serve as a local coordinator of housing regulatory changes and development activities to identify regulatory changes needed to promote greater levels of housing development.

\$2.875 Million – Municipal Regulatory Grants

Grants will be made to cities and towns in three phases of regulatory change: needs analysis and planning; regulatory audit; and regulatory development.

\$625 Thousand – Community Engagement and Administration

NHHFA will engage Plan NH to administer the municipal regulatory grants, UNH Cooperative Extension to work with grantee municipalities and others for the purpose of facilitating their community engagement efforts. The remainder will be used by NHHFA for administrative costs and marketing.

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By federal rule, all funds under this program must be obligated by December 31, 2024, and all projects must be completed by December 31, 2026.

This item is sole source, as NHHFA, as the sole statewide housing authority, is uniquely positioned to administer these funds.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Taylor Caswell', written in a cursive style.

Taylor Caswell
Commissioner

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 Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Ste 100 Concord, NH 03301	
1.3 Contractor Name New Hampshire Housing Finance Authority		1.4 Contractor Address 32 Constitution Drive Bedford, NH 03110	
1.5 Contractor Phone Number 603-472-8623	1.6 Account Number 26520000 072-500574	1.7 Completion Date September 30, 2024	1.8 Price Limitation \$5,000,000
1.9 Contracting Officer for State Agency Andrew Dorsett		1.10 State Agency Telephone Number 603-271-2341	
1.11 Contractor Signature  Date: 7/14/22		1.12 Name and Title of Contractor Signatory Robert Dapice, Executive Director and CEO	
1.13 State Agency Signature  Date: 7/19/2022		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Jill Perlow</u> On: <u>7/24/2022</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: <u>laborator</u>  G&C Meeting Date: <u>Secretary of State</u> JUL 27 2022			

Contractor Initials RD
Date 7-14-22

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 RD
Date 7-14

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor, or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

1. Paragraphs 11, 13, 14 and 15 are deleted in their entirety because Contractor is a public instrumentality of the State organized as a body corporate and politic under RSA 204-C:2.

Paragraph 20 is deleted in its entirety and replaced with the following:

"20. THIRD PARTIES. The parties hereto do not intend to create contractual benefits to any third parties and this Agreement shall not be construed to confer any such benefit."

2. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), other than such provisions as Treasury may determine are inapplicable to the State Fiscal Recovery Fund and subject to such exceptions as may be otherwise provided by Treasury, are considered legally binding and enforceable documents under this Agreement. The State reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.
3. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Contractor shall complete an audit at the end of the Contractor's fiscal year ending after December 31, 2021 and each year thereafter during the period of performance.

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

4. The direct costs charged under this Agreement shall be determined as allowable under ARPA Section 9901 and the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.
5. Program and financial records pertaining to this Agreement shall be retained by Contractor for 5 (five) years from the date of submission of the final expenditure report as stated in 2 CFR 200.333 - Retention Requirements for Records.
6. The following paragraphs shall be added to the general provisions:

"25. CONFLICT OF INTEREST. Contractor agrees that it will maintain in effect a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this Agreement. Contractor and subcontractors shall disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112."

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

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

- *28. COPELAND ANTI-KICKBACK ACT. All contracts in excess of \$2,000.00 for construction or repair using funds under this Agreement shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor, subcontractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Contractor should report all suspected violations to the State."
- *29. PROCUREMENT. Contractor shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)"
- *30. CLOSE OUT OF CONTRACT. By December 31, 2024 Contractor shall submit a final report electronically to the contracting officer by e-mail or other electronic means subsequently designated by the State of the uses of the funds through September 30, 2024, and shall break down the reporting by residential location at the town level. In the event that Contractor has not demonstrated that the funds have not been expended for allowable costs of at least the amount of this Agreement, the excess funds shall be returned with the final report to the State, by check payable to Treasurer, State of New Hampshire."
- *28. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles."
29. REDUCING TEXT MESSAGING WHILE DRIVING: Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers."

EXHIBIT B

Scope of Allowable Uses

1. The New Hampshire Housing Finance Authority, Contractor, agrees and covenants that the funds awarded under this Agreement will be used solely for purposes identified in this Agreement. Funds are awarded for these purposes under Section 9901 of the American Rescue Plan Act (Pub. L. No. 117-2 (March 11, 2021))(ARPA), for which Contractor has not received payment or reimbursement from any other source and the State has determined is an allowable purpose as defined in Section 9901.

2. **Services to be Provided:** Contractor will use the funds to provide grants to municipalities to support and study zoning and other local regulatory causes of a lack of affordable housing, identify potential changes to zoning rules and regulations, and/or establish or update those rules and regulations in response to those findings. Services will include working with the municipality and local community to identify its housing needs and understand development options, reviewing current regulations, and rewriting or creating new local land use regulations.

Up to \$1,500,000 will be used to establish a Community Housing Navigator program in up to six communities. Grants of up to \$250,000 per community will be made to hire a local "Community Housing Navigator" to serve as a local coordinator of housing regulatory changes and development activities to identify regulatory changes needed to promote greater levels of housing development.

Approximately \$2,875,000 will be used to make grants to municipalities in three phases of regulatory change: needs analysis and planning; regulatory audit; and regulatory development.

Up to \$625,000 will be used for the purpose of community engagement and administration. Contractor will engage Plan NH to administer the municipal regulatory grants and engage UNH Cooperative Extension to work with grantee municipalities and others for the purpose of facilitating their community engagement efforts. The remainder will be used by Contractor for administrative costs and marketing.

All program designs shall be subject to approval by the Department of Business and Economic Affairs.

3. To the extent that Contractor is making sub-awards from this award, Contractor shall ensure that sub-awards contain adequate provisions that the Funds can only be used for eligible uses under Section 9901 and compliance with 2 C.F.R. 200.331 – 200.333 requirements.

4. **Reporting:** Contractor will provide the State with the following reports monthly and annually:

- **Fund Report**
 - Total of Funds;
 - Obligated Funds;
 - Expended Funds; and
 - Remaining Funds.
- **Activity Report**
 - Grants made
 - Summary of Community Housing Navigator actions; and
 - Summary of regulatory assessment, audit, and development actions.
- Any other reports requested by or required by BEA and Treasury.

5. **Record Retention:** Between the Effective Date and the date five (5) years after the Completion Date, Contractor shall keep, or require to be kept by sub-recipients, detailed records of all services performed in connection with the Grant including all applications for assistance, supporting documents for recommendations and notices of awards. At any time during Contractor's normal business hours, and as often as the State, the U.S. Department of Treasury or OMB shall demand, Contractor shall make available to the State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. Contractor shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

6. Funds must be Obligated by December 31, 2023 and Expended by September 30, 2024, for costs incurred on or after May 4, 2022. Funds not Obligated by December 31, 2023, or Expended by September 30, 2024, will be returned by Contractor to the State.

7. **Unique entity identifier and System for Award Management (SAM)—Required.** Contractor must (i) be registered in SAM; (ii) provide a valid unique entity identifier; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. EXHIBIT I and J should be returned completed with the executed Grant Agreement, and must be received completed before any disbursement can be made. This requirement must be passed through to sub-recipients.

8. Statutes and regulations prohibiting discrimination applicable to this Agreement, include, without limitation, the following:

- 8.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- 8.2. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
- 8.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- 8.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- 8.5. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. **Publications:** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part by, federal award number SLFRP0145 awarded to the State of New Hampshire by the U.S. Department of the Treasury."

EXHIBIT C

Methods and Conditions of Payment

1. Contractor must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.
2. Upon execution of this Agreement, the State will advance to Contractor the sum of \$5,000,000.00, which will be used consistent with the terms of Exhibit C and all other provisions of this Agreement.
3. For the purposes of this Agreement, the State has identified the Contractor as a contractor in accordance with 2 C.F.R. 200.331. Additionally, this Agreement has been identified as non-R&D, in accordance with 2 C.F.R. 200.87.
4. Notwithstanding anything to the contrary herein, Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

STANDARD EXHIBIT D

Drug-Free Workplace

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

Certification Regarding Drug Free Workplace

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

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

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

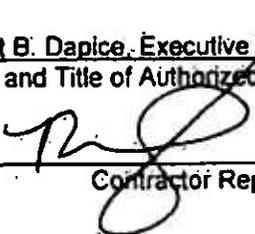
statute occurring in the workplace no later than five calendar days after such conviction;

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

32 Constitution Drive
Hillsborough County
Bedford, NH 03110

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

<u>New Hampshire Housing Finance Authority</u> Contractor Name	Upon Governor & Executive Council Approval through September 30, 2024 Period Covered by this Certification
<u>Robert B. Dapice, Executive Director/CEO</u> Name and Title of Authorized Contractor Representative	
 Contractor Representative Signature	7/14/2022 Date

STANDARD EXHIBIT E
Lobbying

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

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): **Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections**

Contract Period: Upon Governor & Executive Council Approval through September 30, 2024

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

 _____ Contractor Representative Signature	Robert B. Dapice, Executive Director/CEO _____ Contractor Representative Title
New Hampshire Housing Finance Authority _____ Contractor Name	7/14/2022 _____ Date

STANDARD EXHIBIT F - Debarment

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

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

Instructions for Certification

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

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

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

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



Contractor Representative Signature

Robert B. Dapice, Executive Director/CEO

Contractor Representative Title

New Hampshire Housing Finance Authority

Contractor Name

7/14/2022

Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

	Robert B. Dapice, Executive Director/CEO
_____ Contractor Representative Signature	_____ Contractor's Representative Title
New Hampshire Housing Finance Authority	7/14/2022
_____ Contractor Name	_____ Date

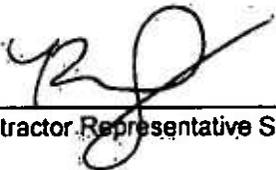
STANDARD EXHIBIT H

CERTIFICATION

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

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

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



Contractor Representative Signature

Robert B. Dapice, Executive Director/CEO

Contractor Representative Title

New Hampshire Housing Finance Authority

Contractor Name

7/14/2022

Date

STANDARD EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OMB Burden Disclosure Statement

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

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

Applicability and Period of Obligation

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

Employment Practices

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

Subrecipient Assurance

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

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of

prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

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

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

Grantee Certification

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

 _____ Contractor Representative Signature	Robert B. Dapice, Executive Director, CEO _____ Contractor Representative Title
New Hampshire Housing Finance Authority _____ Contractor Name	7/14/2022 _____ Date

STANDARD EXHIBIT J

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

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

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

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

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

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

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


Contractor Representative Signature

Robert B. Danice, Executive Director/CEO
Contractor Representative Title

New Hampshire Housing Finance Authority

Contractor Name

Date

7/14/2022

**STANDARD EXHIBIT J cont.
CERTIFICATION**

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

1. The DUNS number for your entity is: 083399477

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

NO

YES

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

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

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

NO

YES

If the answer to #3 above is YES,
stop

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

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

Name _____

Amount: _____

DELEGATION OF AUTHORITY

Date: 7/14/2022

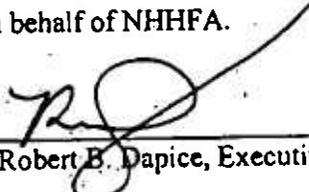
To Whom It May Concern:

I, Robert B. Dapice, currently serve as New Hampshire Housing Finance Authority's (NHHFA) Executive Director. I am a designated "officer" of NHHFA and have authorization to execute documents related to implementation of programs administered through NHHFA as outlined in NHHFA's Operating Policies as noted below:

The Authority's Operating Policies last revised and approved by the Board of Directors on 2/2021, provide the Executive Director with the authority to "sign any and all documents necessary or convenient to implement any activity that is delegated to the Executive Director". These policies also state that "The Executive Director is authorized to execute any and all documents necessary for the conduct of Authority business..."

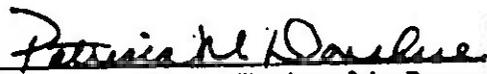
This information serves as a summary of the documentation of record establishing the authority of the "Executive Director" to execute documents on behalf of NHHFA.

7/14/2022
Date


Robert B. Dapice, Executive Director

State of New Hampshire
County of Hillsborough

Signed and affirmed before me on 7/14/22 by Robert B. Dapice


Signature of Notary/Justice of the Peace

My Commission Expires

