23 CSG

CDFA
COMMUNITY DEVELOPMENT FINANCE AUTHORITY

June 5, 2024

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 amend a grant to the County of Sullivan, (Vendor ID#999859189) 14 Main Street, Newport, New Hampshire, by increasing the grant agreement amount by $563,695 from $563,695 to $1,127,390 and by extending the completion date to December 31, 2025 from original approved completion date of December 31, 2024. The original grant was approved by Governor and Council on September 6, 2023 item #31. This amendment if approved will allow for another year of funding for the purpose of assisting two organizations and providing microenterprise technical assistance and training, direct grants and down payment assistance to micro businesses, upon Governor and Council approval effective through December 31, 2025. **100% federal funds**.

Explanation

The County of Sullivan is requesting an amendment of its CDBG grant to match the previous year's award to assist with technical assistance, training, direct grants and down payment assistance to microenterprise businesses. If approved, the funds will be sub-granted to two organizations; Regional Economic Development Center (REDC) located in Raymond and River Valley Community College (RVCC) located in Lebanon. Microenterprise technical assistance, training, and grant funds will be used to increase the income and economic stability of self-employed people and microenterprise businesses by helping them access capital, provide business training and expanding market opportunities in Sullivan, Merrimack, Rockingham and Hillsborough counties. A minimum of ninety-three (93) microenterprise businesses will be assisted collectively, and 100% of microenterprises served will be of low- and moderate-income.

This Agreement allocates a portion of the Community Development Block Grant (CDBG) funds provided to New Hampshire by the U. S. Department of Housing and Urban Development (HUD). CDFA is administering this program as provided by RSA 162-L. The funds for this contract are from the Community Development Block Grant Fund, which is intended to help municipalities solve development problems.

Sincerely,

Katherine Easterly Martey
Executive Director

KEM/ms

Attachments

AMENDMENT #1

This Agreement (hereinafter called the "Amendment") dated this 3rd day of June, 2024 by and between the State of New Hampshire acting by and through the Community Development Finance Authority (CDFA) (hereinafter referred to as "Grantor") and the County of Sullivan (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on September 6, 2023, agenda item #31, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payments by Grantor of certain sums specified therein, and;
WHEREAS, pursuant to paragraph 20 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, CDFA has received a written request from the Contractor to amend the Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and CDFA hereby agree to amend the Agreement as follows:

1. Amendment of Agreement

A. To amend Section 1.8 of the General Provisions by increasing the Price Limitation by $563,695 from $563,695 to $1,127,390.

1. All references to the grant amount of $563,695 throughout the Agreement Exhibits and Attachments shall be amended to $,1,127,390.

2. All references to project costs and security requirements of $563,695 throughout the Agreement Exhibits and Attachments shall be amended to $1,127,390,

B. To amend Section 1.7 of the General Provisions by extending the Completion Date from December 31, 2024 to December 31, 2025;

2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

3. Continuance of Agreement

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 as set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

County of Sullivan

By: _____
Derek Ferland, County Manager

GRANTOR:

State of New Hampshire acting through the Community Development Finance Authority

By: _____
Katherine Easterly Martey
Executive Director

NOTARY STATEMENT - FOR GRANTEE CONTRACTOR SIGNATURE ONLY:

On this the 3rd day of JUNE, 2024 before me, the undersigned officer, personally appeared Derek Ferland, County Manager. who acknowledged him/herself as the County Manager of the County of Sullivan and that such officer, authorized to do so, executed the foregoing instrument for the purposes herein contained, by signing himself in the name of the municipality.

In witness whereof I hereunto set my hand and official seal (notarial seal, stamped name and expiration date)

By: _____
Notary Public
My Commission Expires: Sept. 18, 2024

SHARON CALLUM
MY COMMISSION EXPIRES SEPT. 18, 2024
NOTARY PUBLIC
NEW HAMPSHIRE

APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION:

By: Christopher Bond, Assistant Attorney General, on 6/10/24
Christopher Bond

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND COUNCIL:

By: _____, on _____

CDFA
COMMUNITY DEVELOPMENT FINANCE AUTHORITY

14 Dixon Avenue, Suite 102
Concord, NH 03301
Tel: 603.226.2170
Fax: 603.226.2816

2024-25 CDBG Microenterprise Technical Assistance Program Recommendation

PROGRAM SUMMARY

Applicants (3)	1. County of Grafton 2. County of Cheshire 3. County of Sullivan
Sub recipients (9)	1. Belknap Economic Development Corporation (BEDC) 2. Coos Economic Development Corporation (CEDC) 3. Grafton Regional Development Corporation (GRDC) 4. Wentworth Economic Development Corporation (WEDCO) 5. Women's Rural Entrepreneurial Network (WREN) 6. Hannah Grimes Center (HGC) 7. NH Small Business Development Center (SBDC) 8. Regional Economic Development Corporation (REDC) 9. River Valley Community College (RVCC)
Project Name	Microenterprise Program
Project Location	Statewide
Award	$1,806,805
Total Businesses served	294
HUD CDBG National Objective	Microenterprise assistance 570.208 (a) 2(iii)
HUD CDBG Eligible Activity	Microenterprise assistance (18C) LMCMC Low/mod limited clientele, microenterprises

2024 Contract Amendment
CDFA has been evaluating the experiences and outcomes in the SBA Community Navigator Pilot Program (CNPP) and learning from the NH Small Business Ecosystem Assessment. CDFA serves as the statewide Hub for CNPP with microenterprise technical assistance providers serving as on-the-ground Spokes for program delivery. The goal in gathering this information is to strengthen support for small businesses across the state. We anticipate that there will be changes to the 2025 CDBG Microenterprise program in response to this work.

While this evaluation phase was underway, CDFA chose to offer contract amendments to support the continuation of the important activities currently underway in the Microenterprise Program. All awarded 2023 CDBG Microenterprise projects were offered the opportunity to request a contract amendment to extend the contract date and to renew 2023 funding.

CDFA reviewed each contract amendment along with the semi-annual status report. We do not see issues that would preclude successful deployment of the microenterprise support proposed.

Recommendation
CDFA's CDBG Action Plan allocates $2,744,470 for Economic Development, including the Microenterprise Program. Based on significant research and evidence that validates the benefits of investing in microenterprises as a way to build equity and family wealth, the positive experience with direct grants, and expanded marketing to priority populations resulting from the Community Navigator Pilot Program, staff recommends approval of a total of **$1,806,805** CDBG-Economic Development funding for the upcoming

Microenterprise Program year (July 1, 2024 through June 30, 2025). The staff recommendation is summarized below, by county:

Subrecipient	# of LMI Microenterprise Beneficiaries	TOTAL AWARD
Grafton County		
Belknap Economic Development Council (BEDC)	25	$100,815
Coos Economic Development Corporation (CEDC)	15	$153,175
Grafton Regional Development Corporation (GRDC)	40	$245,960
Wentworth Economic Development Corporation (WEDCO)	15	$85,800
Women's Rural Entrepreneurial Network (WREN)	19	$161,865
subtotal:	**114**	**$747,615**
Cheshire County		
Hannah Grimes Center (HGC)	50	$345,345
NH Small Business Development Center (SBDC)	25	$150,150
subtotal:	**75**	**$495,495**
Regional Economic Development Center (REDC)	83	$468,325
River Valley Community College (RVCC)	22	$95,370
subtotal:	**105**	**$563,695**
TOTALS:	**294**	**$1,806,805**

Staff recommends this application be funded with the following conditions:

- Sufficient funds are available and allocated to the State by the US Department of Housing and Urban Development (HUD);
- All other usual and customary CDBG contract terms; and
- The use of funds conforms with HUD regulations and CDFA guidance.

Project Description

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

The CDFA CDBG Application and Program Guide allows a unit of local government (in this case, a county) to apply for up to $750,000 in funding for training, technical assistance, direct grants and other support to qualifying microenterprises. For the 2024-25 program year (starting on July 1, 2024), nine current

subrecipients indicated an interest in deploying CDBG microenterprise program funds via a contract amendments, with three counties applying for the funds on behalf of those subrecipients.

CDFA successfully added several new program elements in 2022-2023 which are reflected in contract amendments. The contract amendments include 69 direct grants for machinery and equipment purchased. 24% of the 294 businesses to be supported are in a community center area or a target population.

- Direct grants of up to $5,000 per client for machinery/equipment purchases;
- Down payment assistance grants of up to $10,000 per client for purchase of a business-related property; and
- Up to $100,000 in capital for micro lending by Subrecipients, to be matched dollar-for-dollar by low-interest loan capital from CDFA.
- Incentive funds ($1,000 per qualifying client) to encourage subrecipients to focus their outreach on and marketing to microenterprise business owners who come from 'priority populations (BIPOC, Immigrant, LGBTQIA+, Disabled or Gender non-conforming) or whose business is located within a designated 'Community Center Area' (CCA);
- Indirect cost reimbursement of 10% of total program funds (to cover a portion of a subrecipient's general operating expenses);
- Environmental review funds to cover the cost of HUD-required environmental consulting and assessment associated with some direct and down payment assistance grants; and
- Capacity funds to help a subrecipient to continue or expand outreach to target populations, expand or enhance its micro program in creative ways, provide more and varied services to clients, etc.

The program design also enables subrecipients to receive up to 20% of the total direct-service funding to help cover 'program activity costs' associated with program management, delivery and marketing. These program elements are proposed to continue in the 2024-25 program year.

Microenterprise Partners

1. Belknap Economic Development Corporation (BEDC).

BEDC provides services and support to microenterprise businesses in Belknap and portions of Strafford counties on an individualized, one-on-one basis by NH Small Business Development Center (SBDC) business advisors, BEDC staff and other business resource partners. CDBG funds will enable BEDC to continue to offer a full range of TA services and entrepreneurial training, including targeted, one-on-one, in-depth counseling and mentoring to microenterprise entrepreneurs and existing micro-businesses based on an assessment of their specific needs; and referrals to other, specialized services provided by partners.

Request Summary – The CDBG award would enable BEDC to provide TA/training to 25 qualifying microenterprise clients including eight located withing Community Center Areas (CCA) and/or target populations.

2. Coos Economic Development Corporation (CEDC)

CEDC has provided support to small businesses in Coos County for over 20 years. CDBG funds will enable CEDC to continue to offer a full range of TA services and entrepreneurial training in Coos County, including targeted, one-on-one, in-depth counseling and mentoring to microenterprise entrepreneurs and existing micro businesses based; loan qualification, application, approval and servicing; direct grants for machinery/equipment and down payment assistance for the purchase of business-related property.

Request Summary – The CDBG award would enable CEDC team to provide TA/training to 15 qualifying micro clients including five from Community Center Areas or target populations; loan assistance to two

clients; direct grants to 5 clients and down payment assistance to at least two clients.; and improved CEDC capacity to support specific industry businesses.

3. Grafton Regional Development Corporation (GRDC)

GRDC will provide technical assistance, training, workshops, direct grants and other support for microenterprise businesses in Grafton County. CDBG funds will enable GRDC to continue to offer a full range of TA services and entrepreneurial training in Grafton County, including targeted, one-on-one, in-depth counseling and mentoring to microenterprise entrepreneurs and existing micro businesses; webinars, workshops and other training sessions at the Enterprise Center of Plymouth; loan qualification, application, approval and servicing; and direct grants for machinery/equipment.

Request Summary – The CDBG award would enable GRDC to provide TA/training to 40 qualifying micro clients including 22 from Community Center Areas or target populations and direct grants to at least 10 clients.

4. Wentworth Economic Development Corporation (WEDCO)

WEDCO is the regional development corporation serving southern Carroll and northern Strafford counties. CDBG funds will enable WEDCO to offer marketing to existing micro businesses and new entrepreneurs emerging from the Makers Mill; direct, one-on-one business counseling through SBDC business advisors; and loan TA and direct grants to qualifying micro clients east-central NH.

Request Summary – The CDBG award would enable WEDCO to assist 15 qualifying micro clients including five from Community Center Areas and target populations; provide loan assistance to three clients; and provide direct grants to at least two clients.

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

WREN assists emerging and existing business owners with comprehensive training in financial planning, cash flow and budgeting, marketing and public relations, and operations management. The CDBG funds will support an extensive series of classes and workshops, as well as one-on-one advice and technical assistance, to those who want to increase their entrepreneurial knowledge and skills. Most services are now being delivered remotely making them more accessible across a larger service area.

Request Summary: The CDBG award would enable WREN to assist 19 qualifying clients including 8 from Community Center Areas and target populations; provide direct grants to at least ten clients. They propose shifting funds from TA to direct grants based on need.

6. Hannah Grimes Center, Inc. (HGC)

HGC has more than two decades of experience serving small business owners and entrepreneurs in the Monadnock Region. Through one-on-one coaching to the business incubator program, HGC strives to help entrepreneurs connect, innovate and thrive in their community. CDBG funds will enable HGC to continue to deliver one-on-one technical assistance, direct counseling via an extensive network of expert volunteer coaches, a comprehensive suite of workshops, as well as longstanding programs such as the Incubator program, *Essentials!* business training course and Business Lab.

Request Summary – The CDBG award would enable HGC provide TA/training to 50 qualifying clients including 14 from Community Center Areas or target populations; direct grants to at least 20 clients; loan-client referrals to REDC; and capacity support to build new curriculum.

7. Regional Economic Development Center of Southern New Hampshire (REDC)

REDC has a long been successful at providing training and technical assistance to growing businesses, at least 60% of which have traditionally been microenterprises. CDBG funds will enable REDC to continue to deliver/provide services depending on client needs/intake, including on-line, self-directed training; one-on-one counseling by staff and consultants; referrals to other providers; workshops and other programs; and direct grants and loans.

Request Summary – The CDBG award would enable REDC to provide TA/training to 83 qualifying micro clients including 7 from Community Center Areas and/or target populations; loan assistance to 10 clients; and direct grants to at least 20 clients.

8. New Hampshire Small Business Development Center (SBDC) – Pathway to Micro

NH SBDC is a nationally affiliated SBA program based at the UNH's Peter T. Paul School of Business and Economics, providing one-on-one management assistance and educational programs to NH small businesses. CDBG funds will allow SBDC to offer a full range of entrepreneurial training and technical assistance services to unemployed LMI clients including access to online e-courses; classes on starting and financing a business; and one-on-one coaching by an SBDC business advisor.

Request Summary – The CDBG grant award would enable SBDC to assist 25 qualifying unemployed clients—a combination of Pathway to Work clients through NHES and other unemployed/underemployed clients through the Pathway to Micro curriculum; and continued staff capacity for outreach into underserved communities and target populations of business owners (continuing effective outreach efforts begun in the Community Navigator Pilot Program).

9. River Valley Community College (RVCC)

In 2020, RVCC launched the Entrepreneurship and Innovation Program (EIP) in downtown Lebanon to provide more business training, an entrepreneurship/innovation center, and a community co-working space serving local micro-entrepreneurs. CDBG funds will enable the RVCC team to provide technical assistance, support and resources to LMI microenterprises in Sullivan County and adjacent communities in Southern Grafton and Cheshire Counties, focused on start-up and early growth micro-entrepreneurs.

Request Summary – The CDBG grant award will enable the RVCC team to serve 22 qualifying microenterprise clients including 2 from CCAs and target populations; provide direct grants to at least two clients; and support development of a new curriculum/training program to support the growth and expansion of existing micro businesses.

CERTIFICATE
23-410-CDMC

I, JOE OSGOOD, Clerk of Sullivan County, New Hampshire do hereby certify that: (1) at the public hearing held on February 6, 2023, 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 Chairman, Board of Commissioners or 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 persons have been appointed to and now occupy the offices indicated under item (2) above.

In addition to the original hearing referenced above, (5) at the public hearing held on February 20, 2024, the County Commissioners voted and resolved to authorize a request for additional Community Development Block Grant funds via an amendment to the contract; (6) I further certify that these authorizations have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and (7) the following person has been appointed to and now occupies the office indicated under item (2) above.

Bennie Nelson, Chair, County Commissioners
Derek Ferland, County Manager

JOE OSGOOD
By: _____
Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN, SS.

The foregoing instrument was acknowledged before me this 3 day of JUNE, 2024, by the above-named JOE OSGOOD Clerk of Sullivan County, New Hampshire.

Sharon Callum _____ (Seal)
Notary Public
My commission expires: 9/18/2024

SHARON J. CALLUM
MY COMMISSION EXPIRES SEPT. 18, 2024
NOTARY PUBLIC
NEW HAMPSHIRE

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:*
Sullivan County 14 Main Street Newport, NH 03773	606	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply	
X	**General Liability (Occurrence Form)**	7/1/2024	7/1/2025	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 Deductible Comp and Coll: $1,000			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	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 regard to the CDBG 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, Suite 102 Concord, NH 03301					Date: 6/5/2024 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:*
Sullivan County 14 Main Street Newport, NH 03773	606	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

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**	7/1/2024	7/1/2025	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
			By: *Mary Beth Purcell*
CDFA 14 Dixon Ave, Suite 102 Concord, NH 03301			Date: 6/5/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

CDFA
COMMUNITY DEVELOPMENT FINANCE AUTHORITY

September 6, 2023

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

Requested Action

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to award a grant to the County of Sullivan, 14 Main Street, Newport, New Hampshire, in the amount of $563,695 for the purpose of assisting two organizations provide microenterprise technical assistance and training, direct grants and down payment assistance to micro businesses, upon Governor and Council approval for the period effective September 6, 2023 through December 31, 2024. **100% federal funds.**

Explanation

The County of Sullivan is requesting CDBG funds to assist with technical assistance, training, direct grants and down payment assistance to microenterprise businesses. If approved, the funds will be sub-granted to two organizations; Regional Economic Development Center (REDC) located in Raymond and River Valley Community College (RVCC) located in Lebanon. Microenterprise technical assistance, training, and grant funds will be used to increase the income and economic stability of self-employed people and microenterprise businesses by helping them access capital, provide business training and expanding market opportunities in Sullivan, Merrimack, Rockingham and Hillsborough counties. A minimum of ninety-three (93) microenterprise businesses will be assisted collectively, and 100% of microenterprises served will be of low- and moderate-income.

This Agreement allocates a portion of the Community Development Block Grant (CDBG) funds provided to New Hampshire by the U. S. Department of Housing and Urban Development (HUD). CDFA is administering this program as provided by RSA 162-L. The funds for this contract are from the Community Development Block Grant Fund, which is intended to help municipalities solve development problems.

Sincerely,

Katherine Easterly Martey

Executive Director

KEM/ms

Attachments

FORM NUMBER G-1 (version 11/2021)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Community Development Finance Authority		**1.2. State Agency Address** 14 Dixon Avenue Concord, NH 03301	
1.3. Grantee Name County of Sullivan		**1.4. Grantee Address** 14 Main Street Newport, New Hampshire 03773	
1.5 Grantee Phone # (603) 863-2560	**1.6. Account Number** 23-410-CDMC	**1.7. Completion Date** December 31, 2024	**1.8. Grant Limitation** $ 563,695
1.9. Grant Officer for State Agency Cynthia Harrington, Chair, Board of Directors		**1.10. State Agency Telephone Number** 603-226-2170	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 Derek R Ferland Date: 24 July 2023		**1.12. Name & Title of Grantee Signor 1** DEREK R FERLAND SULLIVAN COUNTY MANAGER	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13. State Agency Signature(s) Katherine E. Martey Date: 7/26/2023		**1.14. Name & Title of State Agency Signor(s)** Katherine Easterly Martey, Executive Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (If G & C approval required) By: Christopher Bond Assistant Attorney General, On: / /7/27/23			
1.16. Approval by Governor and Council (if applicable) By: SECRETARY OF STATE, On: SEP 06 2023			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT, VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized

8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with

8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

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

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials AHF
Date 24 JUL 23

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph 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. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto

22. 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.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

DMR

Grantee Initials _____

Date 24JUL23

EXHIBIT A

Special Provisions

Modifications, additional and/or deletions to Form G-1, 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 $563,695 in Community Development Block Grant (CDBG) funds to the County of Sullivan ("Grantee"), of which a total of $512,450 is to be sub-granted as follows: Rockingham Economic Development Council d/b/a Regional Economic Development Center of Southern New Hampshire (REDC) - $425,750; and River Valley Community College (RVCC) - $86,700 (collectively referred to as "Subrecipient") for Microenterprise Development Assistance Grants. Subgranted funds will be used by the Subrecipients to 1) provide technical assistance and training services and direct grants through the Subrecipients' and partner organizations' microenterprise programs, to a minimum of 93 microenterprises throughout Sullivan, Merrimack, Rockingham and Hillsborough Counties, of which 100% will be of low- and moderate-income; and 2) increase the capacity of Subrecipients to carry out microenterprise activities. Sub-granted funds shall be set forth in each of the organization's Subrecipient Agreements attached hereto.

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

The specific reporting requirements performance measures and goals for this grant are outlined in Attachments II-A and II-B, Subrecipient Agreement, Minimum Terms and Conditions.

1.2 Consistent with the National Objectives of the Community Development Block Grant Program under Title I of the Housing and Community Development Act of 1974, as amended, the Parties agree that the Subrecipients will collectively serve at least 93 microenterprise beneficiaries of which 100% will be of low- and moderate-income, as that term is defined in 24 CFR 570.483 and CDFA's Implementation Guide.

2. GRANT ADMINISTRATION.

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

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

2.3 Grantee shall be permitted to request up to $51,245 of CDBG funds for reimbursement of administrative Project Costs. In no event shall administrative costs reimbursable with Grant funds exceed fifteen percent (15%) of the total Grant Funds. Administrative costs shall be limited to the allowable costs as specified in OMB 2 CFR Part 200, as the same may be amended from time to time. Such costs include but are not limited to: preparation of environmental review, recordkeeping, reporting, audits, Subrecipient monitoring and compliance with all federal, state and local laws, rules and regulations.

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

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

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

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

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

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

3. FEDERAL COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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service or benefit; the assignment of times or places for the provision of services on the basis of race, color, religion, sex, or national origin of the participants to be served.

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

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

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

3.1.20 Women- and Minority-Owned Businesses (W/MBE). As applicable to this grant, Grantee and Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. SUBRECIPIENT AGREEMENTS.

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

4.2 The Subrecipient Agreements shall provide for the sub-granting of $512,450 in CDBG funds for the purposes described herein and consistent with the terms and conditions of this Agreement.

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

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

5. PROJECT MATCHING FUNDS; ADDITIONAL FINANCING.

The Parties agree that no other funds are required to match the CDBG funds to be awarded pursuant to this Agreement and in connection with this Grant Project.

6. SECURITY REQUIREMENTS.

Not Applicable to this Award.

7. ADDITIONAL GRANT REQUIREMENTS.

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

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

7.3 Grantee shall submit to CDFA, documentation of training/technical assistance and direct grants given and expenditures incurred by the Subrecipients any time on or after July 1, 2023. Reports shall be provided as set forth in Attachments II-A and II-B (Subrecipient Agreements). All reporting, including additional documentation and reporting requirements from said Subrecipient Agreements, shall be submitted via CDFA's Grants Management System (GMS).

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

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

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

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

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

7.8 Lobbying. Grantee certifies that:

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

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

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

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

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

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

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certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause: that he/she will retain such certifications in his/her files: and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

8. GRANTEE FINANCIAL MANAGEMENT SYSTEM.

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

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

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

9. PROCUREMENT

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

10. REPORTS AND CLOSE OUT

10.1 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).

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

10.3 Within thirty (30) days after the Completion Date, a Closeout Report shall be submitted which summarizes the results of the Grant Activities, showing in particular how the Grant Activities have been performed. The Closeout Report shall be in the form required or specified by CDFA.

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

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

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

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

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

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

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

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

12. TERMINATION; REMEDIES

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

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

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

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

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

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agreement. In the event that CDFA assumes any of the obligations of Grantee as provided herein, Grantee shall pay all costs and expenses incurred by CDFA in the enforcement of the Subrecipient Agreement, collection upon any loan, mortgage or other security, or in curing any Event of Default.

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EXHIBIT C

PROJECT/PROGRAM ACTIVITY COSTS; METHOD AND TERMS OF PAYMENT

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

1.1 Project Costs: As used in this Agreement, the term "Project Costs" shall mean all reimbursable costs incurred in performance of the Grant Activities. Project Costs shall include the following:

1.1.1 Microenterprise Program Costs: As used in this Agreement, the term "Microenterprise Program Costs" shall mean reimbursable costs incurred by Subrecipient that are related to a) direct support of qualifying microenterprises, including technical assistance, training, loan assistance and direct grants; and b) overall delivery and management of the microenterprise program, such as personnel, advertising/marketing and environmental studies related to direct grants.

1.1.2 Indirect Costs: As used in this Agreement, the term "Indirect Costs" shall mean costs incurred by the Subrecipient for general and administrative expenses. Indirect costs will be reimbursed at a rate of 10% of Microenterprise Program Costs.

1.1.3 General Administrative Costs: As used in this Agreement, the term "General Administrative 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. General Administrative costs include but are not limited to: preparation of environmental review documents, record keeping, reporting, audits, oversight of Project implementation and compliance with all federal, state and local laws, rules and regulations and this contract. In no event shall General Administrative 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 Payment of Costs: Subject to the terms and conditions of this agreement, CDFA agrees to pay Grantee all Microenterprise Program Costs, Indirect Costs and General Administrative 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 Costs shall have been incurred prior to the Completion Date, except for reasonable approved Costs incurred within 90 days after the Completion Date and in connection with closeout requirements as provided in CDFA's Implementation Guide.

1.3 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

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

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

2.1.4 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 shall be accompanied by proper supporting documentation in the amount of each requested disbursement along with payment request form(s) as supplied by CDFA, which shall be completed and signed by Grantee. Documentation may include invoices and receipts for supplies, equipment, services, contractual services and, where applicable, a report of salaries paid or to be paid.

4. LIMITATIONS ON USE OF FUNDS.

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

4.2 Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR 85.

4.3 Grant funds may not, without advance written approval by CDFA, be obligated prior to the Effective Date or subsequent to the Completion Date of the grant period. Obligations outstanding as of the Completion Date shall be liquidated within ninety (90) days. Such obligations must be related to goods or services provided during the grant period, except that

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reasonable costs associated solely with grant closeout, (e.g., audits, final reports) may be incurred within ninety (90) days after the Completion Date. The funding assistance authorized hereunder shall not be obligated or utilized for any activities requiring a release of funds under the Environmental Review Procedure for the Community Development Block Grant Program at 24 CFR Part 58, until such release is issued in writing by CDFA.

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

4.5 Transfers over ten percent of the full value of the grant from one approved activity to other approved activities or outside the target area, or the addition of one or more new activities requires an amendment to this grant agreement. Grantee shall hold a public hearing in accordance with RSA 4: C: 14 II (b) submitting a request for an amendment involving twenty-five (25) percent or more of the full value of the grant.

4.6 Up to $51,245 of Grant Funds may be applied by the Grantee for General Administrative Costs (as described in Section 1.1.4, above) in carrying out the requirements of this Agreement.

4.7 Up to $512,450 of grant funds may be subgranted to Subrecipients for the purpose of providing technical assistance/training, loan assistance and direct grants to qualifying microenterprise businesses; and for other Microenterprise Program Costs and Indirect Costs incurred by the Subrecipients, as described herein pursuant to the requirements of this Agreement.

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

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

6. PROGRAM INCOME.

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

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

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

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ATTACHMENT I

SOURCES AND USES BUDGET
Sullivan COUNTY MICROENTERPRISE
Community Development Block Grant Program

Subrecipient	# of Micro Clients	Micro Program Cost	10% Indirect Cost	Sub-recipient Capacity	Total Program Cost	CDBG Admin. Cost	Total Project Cost
REDC	75	$393,000	$32,750	-	**$425,750**	$37,575	**$463,325**
RVCC	18	$70,800	$5,900	$10,000	**$86,700**	$13,670	**$100,370**
TOTALS:	**93**	**$463,800**	**$38,650**	**$10,000**	**$512,450**	**$51,245**	**$563,695**

CDBG Administration breakdown – Sullivan County (included in the total award above)

Category	REDC	RVCC	Total
Grant Administrator	$33,575	$9,670	**$43,245**
Grant Writing Fee	$4,000	$4,000	**$8,000**
TOTALS:	**$37,575**	**$13,670**	**$51,245**

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ATTACHMENT II-A

SUBRECIPIENT AGREEMENT
MINIMUM TERMS AND CONDITIONS

The County of Sullivan ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with the Rockingham Economic Development Council d/b/a Regional Economic Development Center of Southern New Hampshire (REDC) ("Subrecipient") to be executed in conformance with the requirements of Exhibit B of the Grant Agreement shall be subject to approval by CDFA. The Subrecipient Agreement shall incorporate the entire Grant Agreement and shall include it as an attachment, and shall contain at a minimum the following terms and conditions:

1. REPRESENTATION AND WARRANTIES.

Rockingham Economic Development Council d/b/a Regional Economic Development Center of Southern New Hampshire (REDC) ("Subrecipient") shall represent and warrant:

1.1 Subrecipient is a duly organized and validly existing New Hampshire nonprofit corporation in good standing under the laws of this State. Subrecipient has the power and authority to undertake the grant activities as provided in the Grant Agreement. Subrecipient has the power and authority to own its properties, to conduct business as it is now being conducted, has the power to execute and deliver and perform its obligation under the Subrecipient Agreement and all other documents as applicable to this grant agreement.

1.2 The Subrecipient Agreement is the legal, valid and binding obligation of Subrecipient enforceable against Subrecipient, in accordance with each document's respective terms.

1.3 Subrecipient has complied in all material respects with all applicable federal, state and local laws, statutes, rules and regulations pertaining to the grant activities.

1.4 No application, exhibit, schedule, report or other written information provided by Subrecipient or its agents in connection with the grant application knowingly contained, when made, any material misstatement of fact or knowingly omitted to state any material fact necessary to make the statements contained therein not misleading, in light of the circumstances under which they were made.

2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.

2.1 Project Description. This project shall consist of the awarding of $468,325 in Community Development Block Grant (CDBG) funds to the Grantee. The Grantee will retain $37,575 of the grant for administrative costs associated with management of the grant and subgrant $425,750 to the Subrecipient via this Subrecipient Agreement.

The Subrecipient's commitment is to increase the income and economic stability of qualifying microenterprises by helping them to access technical assistance (TA), training, capital, and expanded market opportunities. Sub-granted funds will be used by the Subrecipient to deliver Microenterprise Program services and support in the following program categories:

2.1.1 TA and Training – Subrecipient will provide TA and training programs to a minimum of 75 low- and moderate-income microenterprises in Carroll and Strafford Counties, with 100% of persons served being of low- and moderate-income status (LMI), at a pro-rata cost for each qualifying and enrolled LMI beneficiary as follows:

- 'Regular' qualifying micro beneficiaries - $3,000 per client;
- Qualifying micro beneficiaries from Target Populations (Black, Indigenous, People of Color [BIPOC], Immigrant, LGBTQIA+, Disabled and/or Gender non-conforming) -

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$4,200 per client; or

- Qualifying micro beneficiaries whose business is located within a designated Community Center Area: $4,200 per client.

Subrecipient also will provide loan-specific TA to at least 10 qualifying micro beneficiaries enrolled in REDC's TA/training programs, at a rate of $2,500 per client.

2.1.2 Direct Grants – Subrecipient will provide direct grants of up to $5,000 for machinery/equipment to a minimum of twenty (20) qualifying microenterprise beneficiaries that are currently eligible for and enrolled in Subrecipient's TA/training programs, as described in Section 2.1.1. Total Direct Grant funding not to exceed $100,000 during the grant period. Direct grants may be used for purchase of equipment/machinery or capital improvements directly related to operation or expansion of the qualifying microenterprise business. Each qualifying micro beneficiary may receive direct grant funding for machinery/equipment of no more than a total of $5,000 during their three-program-year period of eligibility (see Section 4, below).

2.1.3 Indirect Costs – Subrecipient may request up to 10% of TA/Training and Direct Grant funds to cover general and administrative expenses incurred by the Subrecipient, not to exceed a total of $32,750 during the Grant Period.

3. SUBRECIPIENT REQUIREMENTS.

3.1 Performance Requirements. The Grantee shall enter into an agreement with Subrecipient in order to satisfy the project purpose, which is technical assistance and training for 75 beneficiaries and direct grants for 20 beneficiaries, of which one hundred percent (100%) will be LMI persons, as set forth in Exhibit B.

3.2 Security. Not Applicable to this Award.

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

3.4 Disbursement of Grant Funds. Upon compliance with, and subject to the provisions of this Agreement and provided there shall exist no Event of Default under this Agreement, the Grant Agreement or any other agreements, in connection with the Project, and no condition or event which, with the giving of notice or lapse of time would constitute such an Event of Default, the Grantee shall, upon submittal of written requests for payment accompanied by invoices and other documentation or supporting documents as required by the Grantee, make disbursements of grant funds. Disbursement of grant funds shall be in accordance with the terms of the Grant Agreement, including Exhibit C.

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

4. MICROENTERPRISE ASSISTANCE LIMITATIONS.

Under HUD guidelines, specific to microenterprise assistance, qualifying microenterprise beneficiaries are limited to CDBG funding for a period of three (3) years. To determine compliance, the eligibility of microenterprise beneficiaries shall be reviewed and tracked. Eligibility is based upon the CDFA Client Eligibility Program Year of their initial enrollment in the Microenterprise program (the CDFA Client Eligibility Program Year is from July 1, 2023 through June 30, 2024). Participation in the Microenterprise program is not required to occur in consecutive CDFA Program Years. Reassessment of LMI status is required if a

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Family Income Verification Form (FIVF) is more than three (3) years old. New beneficiaries are those enrolled at any time on or after July 1, 2023, or upon Governor and Council approval, through June 30, 2024. No new microenterprise beneficiaries may be enrolled for this Grant Period after June 30, 2024.

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

5.1 The reporting period shall begin on July 1, 2023 and end on the Completion Date specified in Section 1.7 of the General Provisions of the contract between the Grantee and CDFA. Semi-annual reports shall be submitted by the Subrecipient to the Grantee as follows: no later than January 10th for the period of July 1, 2023 through December 31, 2023; no later than July 10th for the period of January 1, 2024 through June 30, 2024; and no later than January 15, 2025 for the full grant period. Grantee shall submit semi-annual reports to CDFA by January 15th and July 15th, and a final report by January 20, 2025.

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

5.3 Closeout Agreement. Subrecipient shall enter into a Closeout Agreement with the Grantee and CDFA, which shall specify the reporting and other requirements applicable to the closing out of this Project.

5.4 Subrecipient Financial Reporting. Subrecipient shall submit to the Grantee and to CDFA a Report of Expenditures that summarizes expenses incurred by budget category (e.g. TA/Training, Direct Grants, Indirect Program Costs, Subrecipient Capacity, etc.). For the TA/Training budget category, the Subrecipient will further break down expenses incurred by cost classifications such as Personnel Costs (salary and fringe benefits), and a listing of the description and amount of payments made to partners and contractors to carry out Microenterprise program activities.

- An Interim Report of Expenditures will report expenses incurred by the Subrecipient from July 1, 2023 through June 30, 2024. This report must be submitted to the Grantee no later than July 10, 2024.
- A Final Report of Expenditures will report expenses incurred by the Subrecipient from July 1, 2023 through December 31, 2024. This report must be submitted to the Grantee by no later than January 15, 2025.
- CDFA will provide a budget template for the Reports of Expenditures.

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

6. INITIAL SUBRECIPIENT DOCUMENTATION AND SPECIFIC REPORTING REQUIREMENTS.

6.1 In order to determine beneficiary eligibility and to comply with HUD's beneficiary enrollment limit of three years (described in Section 4), at the start of the Program Year, Subrecipient shall prepare a baseline report that includes a complete list of eligible microenterprise beneficiaries enrolled in that Subrecipient's TA/training programs as of June 30, 2023, using the Microenterprise Beneficiary Tracking sheet, as set forth in Attachment V. Data for the baseline report shall include information regarding each beneficiary, as set forth in the FIVF, provided on the Subrecipient's beneficiary intake form; and other relevant sources. This baseline Microenterprise Beneficiary Tracking sheet shall be submitted with the first claim. Subrecipient shall use and submit the CDFA-provided Microsoft Excel version of the Beneficiary Tracking Sheet and no other version.

6.2 On a quarterly basis, Subrecipient shall submit a claim request for advance funding for all NEW, qualifying micro beneficiaries enrolled during the previous quarter. Each quarterly claim shall include the following documents:

- A completed Microenterprise Beneficiary Tracking sheet with summary information on all qualifying micro beneficiaries enrolled during that quarter (and any previous quarters), as set forth in Attachment IV. The tracking sheet will be used to record beneficiary information for each

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calendar quarter of the program year (July – September, October – December, January – March, and April – June). Subrecipient shall use and submit the CDFA-provided Microsoft Excel version of the Beneficiary Tracking Sheet and no other version.

- A completed and signed Intake Form for each qualifying microenterprise beneficiary;
- A completed and signed Family Income Verification Form (FIVF), which documents family income status and the designation of beneficiary minority or protected-class status.

6.3 In addition to the quarterly claims described in Section 6.2, Subrecipient may submit additional claim requests for Direct Grant support for qualifying beneficiaries (for Machinery/Equipment grants and/or Down Payment Assistance grants). Each claim shall include a completed Direct Grant Tracking Sheet with information regarding each qualifying and enrolled beneficiary to be served pursuant to the claim, as set forth in Attachment V. Subrecipient shall use and submit the CDFA-provided Microsoft Excel version of the Direct Grant Tracking Sheet and no other version. Claims for Direct Grant support may be submitted at any time throughout the Grant Period.

6.4 At the end of the Grant Period, Subrecipient shall prepare a final report which includes the completed Microenterprise Beneficiary Tracking Sheet, a Direct Grant Tracking Sheet for all qualifying beneficiaries that received direct grants during the entire program year, a completed CDFA Final Report (template provided by CDFA), and the Final Report of Expenditures (as described in Section 5.4). The final report materials shall be submitted by the Subrecipient to the Grantee by no later than January 15, 2025.

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

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

The general purpose of the project is to principally benefit Low- and Moderate-Income persons as that term is defined in 24 CFR 570.483 and CDFA's Implementation Guide.

The Grantee and Subrecipient agree that the primary purpose of the Project is to provide TA and training to at least seventy-five (75) microenterprise beneficiaries and direct grants to at least twenty (20) microenterprise beneficiaries. Of the beneficiaries served, one-hundred percent (100%) shall be persons from low- and moderate-income households, using the income limits as described above, and as provided in Attachment III, "Family Income Verification Form". Subrecipient agrees to maintain and provide documentation that it has complied with the income limits requirement using FIVFs provided by the Grantee.

8. GRANT OF FUNDS/MATCHING FUNDS.

Subrecipient shall use the Grant funds sub-granted 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.

9. SCHEDULE AND GRANT COMPLETION.

9.1 Implementation Schedule. The Grantee and Subrecipient have agreed to an Implementation Schedule, which will provide for the completion of all grant activities, prior to the Grant Completion Date. A schedule of major milestones shall be provided within the Subrecipient Agreement and shall serve as a basis for enforcement of the Agreement.

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

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9.3 Project Delays. Should the Project encounter delays relating to financing, construction or other events that may affect the Subrecipient' ability to serve the number of beneficiaries identified in Section 7 within the specified Grant Completion Date, the Subrecipient and Grantee shall submit a written request for a time extension to CDFA, describing the reason for delay. Grant completion time extension requests shall then be forwarded to Governor and Council for final approval.

10. INSURANCE AND TAXES

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

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

10.2 Insurance Standards. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. All policies shall be on an "occurrence" basis. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than thirty (30) days after written notice thereof has been received by the Grantee and CDFA.

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

11. ACCOUNTING, AUDIT, AND RECORD KEEPING REQUIREMENTS.

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

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

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

12. INDEMNIFICATION.

Subrecipient shall defend, indemnify and hold harmless the Grantee, the State of New Hampshire, and the CDFA, their officers and employees, from and against any and all losses suffered by the Grantee, the State, or CDFA, their officers or employees, and any and all claims, liabilities or penalties asserted against the

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Grantee, the State or CDFA, their officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to Subrecipient out of the acts or omissions of Subrecipient .

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

13. MAINTENANCE OF CORPORATE EXISTENCE.

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

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

14. EVENTS OF DEFAULT.

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

(a) Any Event of Default by Subrecipient under the Grant Agreement, and related documents including, but not limited to, the failure of the Subrecipient to accomplish the required training and technical assistance benefit to low- and moderate-income persons;

(b) The Subrecipient's failure to comply with the 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

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approving the appointment of a receiver, trustee or liquidator of Subrecipient of all or a substantial part of its assets, and such order judgment or decree shall continue unstayed and in effect for any period of thirty (30) days;

(i) The dissolution, termination of existence, merger or consolidation of Subrecipient or a sale of assets of Subrecipient out of the ordinary course of business without the prior written consent of the Grantee and CDFA; and

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

(k) In the event that the Subrecipient fails to serve the minimum number of Low- and Moderate-Income beneficiaries, as provided in this Agreement, then the Subrecipient shall confer forthwith with the Grantee and CDFA to develop a mutually acceptable plan pursuant to which it will rectify any reporting shortfalls and maintain the required minimums. In such event, the Subrecipient shall also provide Grantee with monthly updates containing information in a form reasonably satisfactory to the Grantee, in order for the Grantee and Subrecipient to determine whether it is in compliance with such plan and its obligations as provided herein. Said monthly reports to continue until the beneficiary commitments are achieved.

(l) The continued failure of the Subrecipient to achieve its beneficiary commitments as required herein for ninety (90) days following the date specified for such requirement shall constitute an event of default, which may give rise to any of the remedies available to the Grantee, as set forth therein.

15. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

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

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

(b) Suspend all payment of grant funds to be made pursuant to this Agreement until such time as the Grantee determines the Event of Default has been cured;

(c) Set off against any other obligations the Grantee may owe to Subrecipient for any damages the Grantee may suffer by reason of any Event of Default;

(d) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;

(e) Foreclose under any available security instrument created under this agreement; and

(f) Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged under the loan with the Subrecipient.

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

15.3 Disposition of Funds. Where the Grant Agreement or Subrecipient Agreement is terminated or the Project is otherwise terminated due to a default, inability to perform or reasons other than project

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completion, Grant funds are required to be returned. The disposition of Grant Funds to be returned shall be determined solely by CDFA.

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

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

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

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

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

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

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

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

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

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State or CDFA.

13. MISCELLANEOUS PROVISIONS.

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

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

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

13.4 Amendments. No amendment or modification of any provision of this Agreement shall be effective unless it is in writing and executed by both parties and approved by CDFA.

13.5 Maintenance of Project. Subrecipient shall maintain, keep, and preserve in good working order and condition all of its property and assets necessary or useful in the proper conduct of its business and operation of the Project. This shall include all property improvements made as a result of this Project, if applicable.

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

13.7 Publicity and Signage.

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

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

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

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ATTACHMENT II-B

SUBRECIPIENT AGREEMENT
MINIMUM TERMS AND CONDITIONS

The County of Sullivan ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with the River Valley Community College (RVCC) ("Subrecipient") to be executed in conformance with the requirements of Exhibit B of the Grant Agreement shall be subject to approval by CDFA. The Subrecipient Agreement shall incorporate the entire Grant Agreement and shall include it as an attachment, and shall contain at a minimum the following terms and conditions:

1. REPRESENTATION AND WARRANTIES.

River Valley Community College (RVCC) ("Subrecipient") shall represent and warrant:

1.1 Subrecipient is a duly organized and validly existing New Hampshire nonprofit corporation in good standing under the laws of this State. Subrecipient has the power and authority to undertake the grant activities as provided in the Grant Agreement. Subrecipient has the power and authority to own its properties, to conduct business as it is now being conducted, has the power to execute and deliver and perform its obligation under the Subrecipient Agreement and all other documents as applicable to this grant agreement.

1.2 The Subrecipient Agreement is the legal, valid and binding obligation of Subrecipient enforceable against Subrecipient, in accordance with each document's respective terms.

1.3 Subrecipient has complied in all material respects with all applicable federal, state and local laws, statutes, rules and regulations pertaining to the grant activities.

1.4 No application, exhibit, schedule, report or other written information provided by Subrecipient or its agents in connection with the grant application knowingly contained, when made, any material misstatement of fact or knowingly omitted to state any material fact necessary to make the statements contained therein not misleading, in light of the circumstances under which they were made.

2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.

2.1 Project Description. This project shall consist of the awarding of $100,370 in Community Development Block Grant (CDBG) funds to the Grantee. The Grantee will retain $13,670 of the grant for administrative costs associated with management of the grant and subgrant $86,700 to the Subrecipient via this Subrecipient Agreement.

The Subrecipient's commitment is to increase the income and economic stability of qualifying microenterprises by helping them to access technical assistance (TA), training, capital, and expanded market opportunities. Sub-granted funds will be used by the Subrecipient to deliver Microenterprise Program services and support in the following program categories:

2.1.1 TA and Training – Subrecipient will provide TA and training programs to a minimum of 18 low- and moderate-income microenterprises Statewide, with 100% of persons served being of low- and moderate-income status (LMI), at a pro-rata cost for each qualifying and enrolled LMI beneficiary as follows:

- 'Regular' qualifying micro beneficiaries - $3,000 per client;
- Qualifying micro beneficiaries from Target Populations (Black, Indigenous, People of Color [BIPOC], Immigrant, LGBTQIA+, Disabled and/or Gender non-conforming) - $4,200 per client; or
- Qualifying micro beneficiaries whose business is located within a designated

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Community Center Area: $4,200 per client.

2.1.2 Direct Grants – Subrecipient will provide direct grants of up to $5,000 for machinery/equipment to a minimum of two (2) qualifying microenterprise beneficiaries that are currently eligible for and enrolled in Subrecipient's TA/training programs, as described in Section 2.1.1. Total Direct Grant funding not to exceed $10,000 during the grant period. Direct grants may be used for purchase of equipment/machinery or capital improvements directly related to operation or expansion of the qualifying microenterprise business. Each qualifying micro beneficiary may receive direct grant funding for machinery/equipment of no more than a total of $5,000 during their three-program-year period of eligibility (see Section 4, below).

2.1.3 Indirect Costs – Subrecipient may request up to 10% of TA/Training funds to cover general and administrative expenses incurred by the Subrecipient, not to exceed a total of $5,900 during the Grant Period.

2.1.4 Subrecipient Capacity Costs – Subrecipient may request up to $10,000, on an advance basis, for the following capacity-building expenses:

- Support development of curriculum, resources and materials for a new online 'RVCC Growth Accelerator' program, matching other funding for this purpose provide by RVCC; and
- To engage REDC (and/or other Micro subrecipient partners) to provide RVCC with technical assistance and training on client intake and tracking.

3. SUBRECIPIENT REQUIREMENTS.

3.1 Performance Requirements. The Grantee shall enter into an agreement with Subrecipient in order to satisfy the project purpose, which is TA and training for 18 beneficiaries and direct grants for at least 2 beneficiaries, of which one hundred percent (100%) will be LMI persons, as set forth in Exhibit B.

3.2 Security. Not Applicable to this Award.

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

3.4 Disbursement of Grant Funds. Upon compliance with, and subject to the provisions of this Agreement and provided there shall exist no Event of Default under this Agreement, the Grant Agreement or any other agreements, in connection with the Project, and no condition or event which, with the giving of notice or lapse of time would constitute such an Event of Default, the Grantee shall, upon submittal of written requests for payment accompanied by invoices and other documentation or supporting documents as required by the Grantee, make disbursements of grant funds. Disbursement of grant funds shall be in accordance with the terms of the Grant Agreement, including Exhibit C.

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

4. MICROENTERPRISE ASSISTANCE LIMITATIONS.

Under HUD guidelines, specific to microenterprise assistance, qualifying microenterprise beneficiaries are limited to CDBG funding for a period of three (3) years. To determine compliance, the eligibility of microenterprise beneficiaries shall be reviewed and tracked. Eligibility is based upon the CDFA Client

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Eligibility Program Year of their initial enrollment in the Microenterprise program (the CDFA Client Eligibility Program Year is from July 1, 2023 through June 30, 2024). Participation in the Microenterprise program is not required to occur in consecutive CDFA Program Years. Reassessment of LMI status is required if a Family Income Verification Form (FIVF) is more than three (3) years old. New beneficiaries are those enrolled at any time on or after July 1, 2023, or upon Governor and Council approval, through June 30, 2024. No new microenterprise beneficiaries may be enrolled for this Grant Period after June 30, 2024.

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

5.1 The reporting period shall begin on July 1, 2023 and end on the Completion Date specified in Section 1.7 of the General Provisions of the contract between the Grantee and CDFA. Semi-annual reports shall be submitted by the Subrecipient to the Grantee as follows: no later than January 10th for the period of July 1, 2023 through December 31, 2023; no later than July 10th for the period of January 1, 2024 through June 30, 2024; and no later than January 15, 2025 for the full grant period. Grantee shall submit semi-annual reports to CDFA by January 15th and July 15th, and a final report by January 20, 2025.

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

5.3 Closeout Agreement. Subrecipient shall enter into a Closeout Agreement with the Grantee and CDFA, which shall specify the reporting and other requirements applicable to the closing out of this Project.

5.4 Subrecipient Financial Reporting. Subrecipient shall submit to the Grantee and to CDFA a Report of Expenditures that summarizes expenses incurred by budget category (e.g. TA/Training, Direct Grants, Indirect Program Costs, Subrecipient Capacity, etc.). For the TA/Training budget category, the Subrecipient will further break down expenses incurred by cost classifications such as Personnel Costs (salary and fringe benefits), and a listing of the description and amount of payments made to partners and contractors to carry out Microenterprise program activities.

- An Interim Report of Expenditures will report expenses incurred by the Subrecipient from July 1, 2023 through June 30, 2024. This report must be submitted to the Grantee no later than July 10, 2024.
- A Final Report of Expenditures will report expenses incurred by the Subrecipient from July 1, 2023 through December 31, 2024. This report must be submitted to the Grantee by no later than January 15, 2025.
- CDFA will provide a budget template for the Reports of Expenditures.

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

6. INITIAL SUBRECIPIENT DOCUMENTATION AND SPECIFIC REPORTING REQUIREMENTS.

6.1 In order to determine beneficiary eligibility and to comply with HUD's beneficiary enrollment limit of three years (described in Section 4), at the start of the Program Year, Subrecipient shall prepare a baseline report that includes a complete list of eligible microenterprise beneficiaries enrolled in that Subrecipient's TA/training programs as of June 30, 2023, using the Microenterprise Beneficiary Tracking sheet, as set forth in Attachment IV. Data for the baseline report shall include information regarding each beneficiary, as set forth in the FIVF, provided on the Subrecipient's beneficiary intake form; and other relevant sources. This baseline Microenterprise Beneficiary Tracking sheet shall be submitted with the first claim. Subrecipient shall use and submit the CDFA-provided Microsoft Excel version of the Beneficiary Tracking Sheet and no other version.

6.2 On a quarterly basis, Subrecipient shall submit a claim request for advance funding for all NEW, qualifying micro beneficiaries enrolled during the previous quarter. Each quarterly claim shall include the following documents:

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- A completed Microenterprise Beneficiary Tracking sheet with summary information on all qualifying micro beneficiaries enrolled during that quarter (and any previous quarters), as set forth in Attachment V. The tracking sheet will be used to record beneficiary information for each calendar quarter of the program year (July – September, October – December, January – March, and April – June). Subrecipient shall use and submit the CDFA-provided Microsoft Excel version of the Beneficiary Tracking Sheet and no other version.
- A completed and signed Intake Form for each qualifying microenterprise beneficiary;
- A completed and signed Family Income Verification Form (FIVF), which documents family income status and the designation of beneficiary minority or protected-class status.

6.3 At the end of the Grant Period, Subrecipient shall prepare a final report which includes the completed Microenterprise Beneficiary Tracking Sheet, a completed CDFA Final Report (template provided by CDFA), and the Final Report of Expenditures (as described in Section 5.4). The final report materials shall be submitted by the Subrecipient to the Grantee by no later than January 15, 2025.

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

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

The general purpose of the project is to principally benefit Low- and Moderate-Income persons as that term is defined in 24 CFR 570.483 and CDFA's Implementation Guide.

The Grantee and Subrecipient agree that the primary purpose of the Project is to provide TA and training to at least eighteen (18) microenterprise beneficiaries and direct grants to at least two (2) microenterprise beneficiaries. Of the beneficiaries served, one-hundred percent (100%) shall be persons from low- and moderate-income households, using the income limits as described above, and as provided in Attachment III, "Family Income Verification Form". Subrecipient agrees to maintain and provide documentation that it has complied with the income limits requirement using FIVFs provided by the Grantee.

8. GRANT OF FUNDS/MATCHING FUNDS.

Subrecipient shall use the Grant funds sub-granted 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.

9. SCHEDULE AND GRANT COMPLETION.

9.1 Implementation Schedule. The Grantee and Subrecipient have agreed to an Implementation Schedule, which will provide for the completion of all grant activities, prior to the Grant Completion Date. A schedule of major milestones shall be provided within the Subrecipient Agreement and shall serve as a basis for enforcement of the Agreement.

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

9.3 Project Delays. Should the Project encounter delays relating to financing, construction or other events that may affect the Subrecipient' ability to serve the number of beneficiaries identified in Section 7 within the specified Grant Completion Date, the Subrecipient and Grantee shall submit a written request for a time extension to CDFA, describing the reason for delay. Grant completion time extension requests shall then be forwarded to Governor and Council for final approval.

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10. INSURANCE AND TAXES

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

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

10.2 Insurance Standards. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. All policies shall be on an "occurrence" basis. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than thirty (30) days after written notice thereof has been received by the Grantee and CDFA.

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

11. ACCOUNTING, AUDIT, AND RECORD KEEPING REQUIREMENTS.

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

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

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

12. INDEMNIFICATION.

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

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State or the Grantee, which immunity is hereby reserved to the State and the

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Grantee. This covenant shall survive the termination or expiration of this Agreement.

13. MAINTENANCE OF CORPORATE EXISTENCE.

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

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

14. EVENTS OF DEFAULT.

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

(a) Any Event of Default by Subrecipient under the Grant Agreement, and related documents including, but not limited to, the failure of the Subrecipient to accomplish the required training and technical assistance benefit to low- and moderate-income persons;

(b) The Subrecipient's failure to comply with the reporting requirements as specified herein;

(c) Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, without the prior written consent of the Grantee;

(d) Any representation or warranty made herein or in any report, certification, or other instrument furnished in connection with this Agreement or any advances of Grant funds made hereunder, by or in behalf of Subrecipient, shall prove to be false or misleading in any material respect;

(e) Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, shall be filed against the Property and/or the Project and shall not be discharged within thirty (30) days of such filing;

(f) Subrecipient shall default in the due observance or performance of any covenant, condition, assurance or agreement to be observed or performed by Subrecipient under this Agreement;

(g) Subrecipient shall (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law;

(h) A petition, order, judgment, or decree shall be entered, without the application, approval or consent of Subrecipient by any court of competent jurisdiction, approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of Subrecipient of all or a substantial part of its assets, and such order judgment or decree shall continue unstayed and in effect for any period of thirty (30) days;

(i) The dissolution, termination of existence, merger or consolidation of Subrecipient or a sale of assets of Subrecipient out of the ordinary course of business without the prior written consent of the Grantee

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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.

15. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

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

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

(b) Suspend all payment of grant funds to be made pursuant to this Agreement until such time as the Grantee determines the Event of Default has been cured;

(c) Set off against any other obligations the Grantee may owe to Subrecipient for any damages the Grantee may suffer by reason of any Event of Default;

(d) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;

(e) Foreclose under any available security instrument created under this agreement; and

(f) Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged under the loan with the Subrecipient.

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

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

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

(a) Subrecipient will obtain all necessary approvals and all necessary permits for the operation of its

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business from all governmental authorities having jurisdiction.

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

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

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

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

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

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

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

13. MISCELLANEOUS PROVISIONS.

13.1 Compliance with Laws. Subrecipient shall comply with all applicable federal, state and local laws, statutes, regulation, executive orders and rules as they relate to the application, acceptance and use

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of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.

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

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

13.4 Amendments. No amendment or modification of any provision of this Agreement shall be effective unless it is in writing and executed by both parties and approved by CDFA.

13.5 Maintenance of Project. Subrecipient shall maintain, keep, and preserve in good working order and condition all of its property and assets necessary or useful in the proper conduct of its business and operation of the Project. This shall include all property improvements made as a result of this Project, if applicable.

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

13.7 Publicity and Signage.

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

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

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

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ATTACHMENT III

CDFA Microenterprise Program
Subrecipient Financial Management and Cost Documentation

Financial Management System

- Background: Federal guidance suggests that users of Federal funds create and use a separate account and/or cost center (or similar code) in their financial management systems to segment the expenses of Federal funds (in this case, HUD Microenterprise program funds) from other programs and activities. Although not an explicit requirement under 2CFR200, having cost information reflected in a segregated manner in the organization's accounting system will provide improved documentation of the expenses for review upon audit. From Capital CFO+ discussions with Subrecipients, it does not appear that all Subrecipients have designed their accounting systems to provide this type of segmentation.

- **2023-24 Program Guidance**
  - Before the first claim is submitted through GMS, each Subrecipient must submit to the Grantee and CDFA a description of the financial management system used to account for Microenterprise program funding (for each Micro program year) and confirm its ability to segment and separately track all Micro-program expenditures distinctly from any other funds, and from other Micro program years.
  - Each subsequent claim will include a check box for the Subrecipient to certify that it is managing current Micro program funds according to the submitted financial management system.
  - Grantees will be responsible for periodic monitoring of Subrecipient financial management.

Cost Documentation

1. Personnel Costs

- Background: Prior guidance required costs to be documented by timesheets for each payroll period during the grant year, and to be separated by budget categories (Technical Assistance and Program Activity Costs) and did not allow for time related to general program management and oversight to claimed as costs in these budget categories. A number of subrecipients noted that these documentation requirements were burdensome and didn't allow all their personnel time/costs associated with the Microenterprise program to be reimbursed.

- **2023-24 Program Guidance** – CDFA will revise the documentation requirements for personnel costs to allow personnel costs to be tracked in two manners – Timesheet Method or Salary Allocation Method.

  A) Timesheet Method
  - Subrecipients can track <u>all time</u> spent performing <u>any</u> activities (client services, marketing, general program management) related to the Microenterprise program on timesheet records and claim the costs (salary plus fringe benefits) associated with this time (as noted below, the previous Technical Assistance and Program Support Cost budget categories will be merged). There is no requirement for the timesheet records to identify specific clients being served or a detailed description of the activities being performed.
  - Timesheet records must be prepared for each payroll period and must be reviewed and approved by each employee's supervisor.
  - Personnel expenses include each employee's salary and wages identified by timesheet records plus fringe benefit costs (employer payroll taxes and employer-paid fringe benefit costs), based on either

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1. the actual fringe-benefit cost for a particular employee; or
2. using a fringe-benefit rate calculated using historical fringe-benefit costs as a percentage of salaries and wages for all employees.

B) Salary Allocation Method

- The Subrecipient may allocate its personnel costs using percentage allocations for each employee across one or multiple activities provided that:
  1. The Subrecipient must have a written policy describing the process used to calculate, record and document the apportionment of personnel expenses by activity/funding source.
  2. The percentage allocations must not be based on budgets, and they must reflect a reasonable estimate (or historical experience) of each employee's work activities.
  3. The percentages must be approved by supervisory/management staff and documented with certifications that they reflect reasonable estimates of the time each employee is expected to spend on each activity/program based on prior experience or professional judgment.
  4. The percentages used to allocate costs must be reviewed and updated at least quarterly.
  5. During a given Program Year, the Subrecipient must perform a time study for each employee to review the actual time spent on the Microenterprise program. If the time study identifies significant changes from the percentage allocations, the Subrecipient must revise the percentages and document the new percentages to be used in future time periods.
  6. The allocated personnel costs for the Microenterprise program (and, ideally, across multiple activities/programs/funding sources) should be recorded as part of the Subrecipient's financial management system or should be maintained in documented records that can be made readily available for later review in accordance with standard/contracted documentation requirements (e.g. maintained for three years beyond the grant period).
  7. Personnel expenses include each employee's salary and wages plus fringe benefit costs (employer payroll taxes and employer-paid fringe benefit costs), based on either
     a. the actual fringe-benefit cost for a particular employee; or
     b. using a fringe-benefit rate calculated using historical fringe-benefit costs as a percentage of salaries and wages for all employees.

2. Program Costs

- Background: Prior guidance required costs for Technical Assistance/Training for Micro clients to be accounted for separately from Program Activity Costs (20% of client-focused TA/Training to cover expenses for program management, marketing, reporting, and so on). This often made it harder for Subrecipients to break down costs and created added accounting burden, particularly when various activities were hard to separate.

- **2023-24 Program Guidance** – CDFA will revise the claims process for Microenterprise Program Costs as follows:

A. Quarterly Advance Claims for Qualifying Clients

- For quarterly claim submission, CDFA will merge the previously established Program Activity Cost budget category with the Technical Assistance/Training budget category to create a single "Microenterprise Program Cost" category, with revised caps per client:
  1. $3,000 for 'regular' Micro clients ($2,500 plus 20%)

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2. $4,200 for Micro clients from Target Populations and Community Center Areas ($3,500 plus 20%)
   - These funds will continue to be provided on an 'advance' basis—that is, after a client has 'qualified' for the program (with a completed intake form and FIVF).

B. Direct Grant Claims (Machinery/Equipment and Down Payment Assistance)

- A Subrecipient will submit the direct grant claim for the direct grant amount PLUS 20% of that amount (e.g. $5,000 machinery cost plus $1,000 = $6,000)

C. Indirect Costs

- This budget category provides 10% of Microenterprise Program Cost and Direct Grant costs for general and administrative expenses. No documentation is required for these costs. Each claim (quarterly and direct grant) may include an additional 10% of the Subrecipient's program cost for that claim.

3. Service Delivery Partner Costs

- Background: Some Subrecipients have agreements with partners (e.g. NH Small Business Development Center—NH SBDC, individual consultants, etc.) to deliver all or certain services to qualified Micro clients at agreed-upon/negotiated fixed amounts per client served. These amounts don't necessarily relate to actual time and costs incurred to carry out similar services across different Subrecipients, and, in some cases reflect different fixed amounts for essentially the same bundle of services.

- **2023-24 Program Guidance**
  - To comply with requirements under 2CFR, Subrecipients must ensure that costs claimed for services provided under the Microenterprise program—whether by the Subrecipient, by a contractor/partner on behalf of the Subrecipient, or by a Subrecipient in partnership with a contractor/partner—are grounded in actual costs (or costs plus reasonable profit), or that the Subrecipient document that the cost charged by the service provider/contractor/partner is reasonable.
  - Cost incurred by multiple Subrecipients for engagement of the same contractor/partner must be consistent across the Microenterprise program. That is, one Subrecipient <u>cannot pay a contractor one rate for services while another Subrecipient pays that same contractor a different rate for the same services</u>.
  - Because of the widespread engagement of NH SBDC Business Advisors by several different Subrecipients across the Microenterprise program to provide direct services to Micro clients, CDFA will require SBDC to establish <u>one consistent hourly compensation rate</u>, to be used by all Subrecipients who engage any NH SBDC Business Advisor for services provided by to a qualifying Micro business client.
  - Subrecipients are responsible for ensuring they have all contractor costs documented (though invoices, service summaries, etc.), and that they are reasonable and allowable under Federal Regulations 2CFR Part200.

<u>Fiscal Expenditure Reporting</u>

- Background: Historically, CDFA has provided 'advance' funding to Subrecipients for TA/Training costs for Micro clients at the point of qualification of those clients. This advance funding is requested by a Subrecipient through quarterly claims (accompanied by intake and FIVF documents for each claimed client). CDFA has not required Subrecipients to submit documentation of their client-related TA/Training costs during the claims process or at the end of the grant year, nor does it address costs that may be incurred beyond the end of the grant year (for example, clients may be signed up for the program near the end of the grant year, allowing the Subrecipient to claim funding for such client, but the costs to provide services to the client may extend beyond the grant period date). This practice places CDFA and Subrecipient in a

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tenuous circumstance regarding expenditure of Federal funds outside of the designated Program Year, which typically has run from July 1st through the following June 30th.

- **2023-24 Program Guidance**

A. Grant Term

- CDFA will revise the grant term from 12 months to 18 months. (For the upcoming grant cycle, the grant term will be July 1, 2023 through December 31, 2024.)
- Subrecipients will be able to qualify new Micro clients and submit claims for those clients ONLY during the first 12 months of the grant (July 1, 2023 through June 30, 2024).
- Subrecipients will have 18 months (through December 31, 2024) to fully expend advance funding received through quarterly claims.
- Subrecipients that do not fully expend advanced funds prior to December 31st will be required to refund to CDFA the unexpended funding.

B. Expenditure Reporting - To improve accountability for the program, and to align with practices for reporting of other CDBG funds, CDFA will require each Subrecipient to submit a Preliminary Report of Expenditures and a Final Report of Expenditures.

- The Interim Report of Expenditures will report costs incurred during the first 12 months of the grant term (e.g. July 1, 2023 through June 30, 2024), and will be submitted through GMS as part of the Interim Status Report by July 30, 2024.
- The Final Report of Expenditures will report costs incurred during the full grant term (e.g. July 1, 2023 through December 31, 2024), and will be submitted through GMS as part of the Final Status Report by January 31, 2025.
- Both the Interim Report of Expenditures and Final Report of Expenditures will require the Subrecipient to summarize expenses incurred by budget category (e.g. TA/Training, Direct Grants, Indirect Program Costs, etc.). For the TA/Training budget category, the Subrecipient will further break down costs incurred by cost classifications such as Personnel Costs (salary and fringe benefits), and a listing of the description and amount of payments made to partners and contractors to carry out Program Activities.
- CDFA will provide a budget template for the Reports of Expenditures.

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ATTACHMENT V

CLAIM FORMS

- **DIRECT GRANT COVER SHEET – MACHINERY & EQUIPMENT**
- **DIRECT GRANT COVER SHEET – DOWN PAYMENT ASSITANCE**
- **DIRECT GRANT AGREEMENT – MICRO BUSINESS**
- **FAMILY INCOME VERIFICATION FORM**
- **BENEFICIARY & GRANT TRACKING SPREADSHEET**

PLEASE CONTACT CDFA FOR THE MOST CURRENT VERSIONS OF THESE FORMS.

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ATTACHMENT VI

CDBG Microenterprise Claims for Direct Grants Machinery/Equipment and Down Payment Assistance

Claims for direct grants for machinery/equipment or down payment assistance may be submitted at any point during the grant period (unlike the quarterly claims for TA/Training funds). Complete claim documentation must be submitted via the "Dropbox" link (provided by CDFA) two (2) weeks prior to the actual claim submission through GMS. This will allow CDFA the opportunity to review the claim materials and set up GMS for the proper submittal of the full claim. Claim documentation includes:

1. CDBG Microenterprise Program Direct Grant Checklist (Machinery/Equipment or Down Payment Assistance) – Must be filled out by the Microenterprise TA Provider.

2. CDBG Microenterprise Program Direct Grant Assistance Agreement – Must be filled out and signed by an authorized representative of the business receiving funds AND the Microenterprise TA Provider. The executed agreement must include an invoice (reimbursement) or formal vendor quote (advance).

3. UEI – Each business that receives a direct grant must obtain a Universal Entity Identification, UEI (which replaces the "DUNS" number).

4. Environmental Review Form – Must be signed by the Grantee Authorized Official confirming that appropriate environmental review has been completed for the proposed activity.

5. Machinery/Equipment and Down Payment Assistance Tracking Sheet (Attachment IV) – CDFA has added a tab ("Direct grant-loan 2023-24") to the 'regular' microenterprise tracking spreadsheet to enable subrecipients to track businesses that receive direct grants for machinery/equipment or down payment assistance, with separate sections for each type of funding. On this tab, Subrecipient will provide a summary of information collected from each business. This spreadsheet should be updated and submitted with EVERY claim for a direct grant, throughout the program year.

Following submission through 'Dropbox,' CDFA will review materials to ensure that all forms and information needed to process the claim have been provided. CDFA will provide feedback and guidance to the Grant Administrator/Subrecipient if any additional information or changes are required for the claim to be submitted.

When the claim is submitted through GMS, the Grant Administrator provides all the documentation supporting the request that was pre-submitted through Dropbox, as well as any corrected or additional information requested by CDFA.

Claims for direct grants for machinery/equipment and down payment assistance may be made based on reimbursement of previously incurred expenses, or for advance payments. If a claim is requesting an advance payment, please consider the following:

1. A Subrecipient may make advance payments *provided* that it maintains both written procedures that minimize the time elapsing between the transfer of funds (from CDFA) and disbursement by the Subrecipient (less than 15 days), and financial management systems that meet the standards for fund control and accountability.

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2. An advance payment must be limited to the amount needed and be timed to be in accordance with the actual, immediate cash requirements of the business for the purpose outlined in the Direct Grant Assistance Agreement. The primary goal is to ensure that payments are as close as is administratively feasible to the time that actual expenses are incurred.

3. While for-profit entities are not required to adhere to procurement requirements, a business requesting an advance payment must provide a formal vendor quote or cost estimate (to be attached to the Direct Grant Assistance Agreement). This is considered an internal control mechanism and is an important facet of a financial management system.

4. Advance payments may be used ONLY for machinery or equipment purchases. Advance payment may not be used for minor construction/modification expenses, which must be reimbursement-based.

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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:*
Sullivan County 14 Main Street Newport, NH 03773	606	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)** **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	7/1/2023	7/1/2024	Each Occurrence	$ 1,000,000
			General Aggregate	$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: $1,000 Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
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 regard to the CDBG 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**
CDFA 14 Dixon Ave, Suite 102 Concord, NH 03301			**By:** *Mary Beth Purcell* **Date:** 6/13/2023 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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Sullivan County 14 Main Street Newport, NH 03773	606	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**	7/1/2023	7/1/2024	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
	By: *Mary Beth Purcell*
CDFA 14 Dixon Ave, Suite 102 Concord, NH 03301	Date: 8/13/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

CERTIFICATE
Award No. 23-410-CDMC

I, Joe Osgood Clerk of Sullivan County, New Hampshire do hereby certify that: (1) at the public hearing held on February 6, 2023, 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 Chairman, Board of Commissioners or 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 persons have been appointed to and now occupy the offices indicated under item (2) above:

Bennie Nelson, Chair, County Commissioners
Derek Ferland, County Manager

By: _____
Clerk, Commissioner
Sullivan County, NH
Joe Osgood (signature)

STATE OF NEW HAMPSHIRE
COUNTY OF Sullivan, SS.

The foregoing instrument was acknowledged before me this 24th day of July, 2023, by the above-named JOE OSGOOD, Clerk of Sullivan County, New Hampshire.

_____ (Seal)
Notary Public
My commission expires: 9/18/2024

SHARON J. CALLUM
MY COMMISSION EXPIRES SEPT. 18, 2024
NOTARY PUBLIC
NEW HAMPSHIRE

CERTIFICATION OF GRANTEE'S ATTORNEY

23-410-CDMC

I, Marc Hathaway acting as Attorney for the County of Sullivan, 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. 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 Newport this 24th day of July 2023.

Signature of Grantee's Attorney

Marc Hathaway, Sct