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STATE OF NEW HAMPSHIRE

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GOVERNOR'S OFFICE
for
EMERGENCY RELIEF AND RECOVERY

November 4, 2024

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into an agreement with the Friends of the Manchester Animal Shelter, (VC #288308), Manchester, NH in the amount of $497,000 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) to assist in the expansion of the Manchester Animal Shelter, effective upon approval by Governor and Executive Council through December 31, 2025. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(C) for provision of government services to the extent of the reduction in revenue. **100% Federal Funds.**

Funds are available as follows:

01-02-002-020210-Governor's Office for Emergency Relief and Recovery,
24690000 - ARP Grants and Disbursements

	FY2025
072 – 500575 Grants Federal	$ 497,000

EXPLANATION

This award will assist with the expansion of the Manchester Animal Shelter. The Shelter operates on city property, in a city-owned building, and is contractually obligated to take in, treat, and house all strays, abused, neglected, and abandoned animals from the city's Animal Control Officers, as well as any animals involved in Manchester-based litigation. Increased housing, food, and medical costs, caused in part by ripple effects from the COVID-19 pandemic, have increased the number of strays, abandoned, neglected, and abused animals in the city. The Shelter currently has limited capacity to house and care for the animals and is frequently at or over capacity.

This award would make a one-time investment to expand the facility, including construction and material costs to expand capacity for their dog and cat populations. The Shelter already has architectural renderings for the expansion that can be done in three distinct phases and a general contractor who has reviewed the plans, priced out the construction costs, and is ready to begin the project. While this award to the Shelter would not cover the entire construction cost, this investment will allow the Shelter to begin, and complete, the first phase of the construction, while raising funds for the remainder.

Funds for this award are made available through ARPA SFRF funding that has been reallocated from programs that did not expend their entire award amount.

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

Respectfully submitted,

Taylor Caswell
Executive Director, GOFERR

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 Governor's Office for Emergency Relief and Recovery (SOFERR)		**1.2. State Agency Address** 1 Eagle Sq., Concord, NH 03301	
1.3. Grantee Name Friends of the Manchester Animal Shelter		**1.4. Grantee Address** 490 Dunbarton Rd., Manchester, NH 02102	
1.5 Grantee Phone # 603-628-3544	**1.6. Account Number** 01-02-002-020210-24690000	**1.7. Completion Date** December 31, 2025	**1.8. Grant Limitation** $ 497,000
1.9. Grant Officer for State Agency Jane Darrell		**1.10. State Agency Telephone Number** 603-271-7951	
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 Michael Courtney		**1.12. Name & Title of Grantee Signor 1** Michael Courtney, Executive Director	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Taylor Caswell, Executive Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Jessica A King **Assistant Attorney General, On:** 11 /7 /2024			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

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").

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

8. PERSONNEL.

8.1. 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 to perform such Project under all applicable laws.

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

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

9. DATA; RETENTION OF DATA; ACCESS.

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

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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 intent 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.

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GRANT AGREEMENT EXHIBIT A
Special Provisions

1. EXHIBITS

This Agreement consists of the following documents:

General Provisions
Exhibit A: Special Provisions
Exhibit B: Scope of Services
Exhibit C: Methods and Conditions of Payment
Exhibit D: Debarment

2. STATE AND LOCAL FISCAL RECOVERY FUNDS

2.1 This Award is made with funds obtained by the State of New Hampshire through an American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (SLFRF) (ALN: 21.027) grant provided by the United States Department of Treasury to the State of New Hampshire (FAIN: SLFRP0145) and expended by the State of New Hampshire for the provision of government services under SLFRF expenditure category (EC) 6.1.

2.2 Pursuant to current Treasury policy, this Award does not constitute a federal subaward, and Grantee is not considered a federal subrecipient. Grantee is not subject to the requirements of the Uniform Guidance (2 CFR 200) or program-specific requirements which are generally applicable to SLFRF subrecipients.

2.3 Grantee shall assist the State in satisfying its own obligations arising out of its SLFRF award by providing any access or information the State deems necessary. This includes, but is not limited to, providing access to any and all Grant-related records and all Grantee employees, contractors, or subcontractors, providing Grant-related documentation upon request, providing other Grantee financial information, and submitting to any State or federal audit.

2.4 This Award remains subject to any additional requirements the U.S. Department of Treasury may choose to impose on funds expended under EC 6.1 in the future. All current and future Treasury guidance is incorporated into this Agreement by reference as if it were included in full and without further notice. Treasury requirements are published and updated at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

3. UNIQUE ENTITY IDENTIFIER (UEI)

Pursuant to 2 CFR 25, Grantee shall obtain and provide a Unique Entity Identifier (UEI) through the federal System for Award Management (SAM.gov). No Award funds shall be distributed until Grantee has provided a UEI.

4. DEBARMENT & SUSPENSION

By signing this Agreement, Grantee certifies that it is not debarred, suspended, or otherwise ineligible to receive federal funds. (See Exhibit D)

5. FURTHER RECORDS AND ACCOUNTS

Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the Grant terms or the State pursuant to section 7.1 of the General Provisions of this Agreement, at any time during the Grantee's normal business hours, and as often as the State, the U.S. Department of Treasury, or Office of Management and Budget (OMB) shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury, or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury, or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data (as that term in herein 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 with, the entity identified as the Grantee in section 1.3 of the General Provisions of this Agreement.

6. NOTICE

Notices of default shall be delivered as set forth in section 19 of the General Provision of this Agreement. All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:

Grantee: [fill in email address for person to receive notices] exec@EMASNH.org

Grantor: Jane Darrell, Jane.Darrell-G@goferr.nh.gov

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

7. MONITORING & REPORTING

7.1 Grantee shall participate in the State's SFRF awardee monitoring process, including but not limited to, providing copies of internal policies and procedures, completing periodic desk review questionnaires, and submitting financial records for transaction testing and verification.

7.2 Monitoring for this Award will take place monthly, quarterly, or annually, based on a risk assessment conducted by the State. Risk level and monitoring cadence are subject to change based on Grantee performance and the results of monitoring.

7.3 Grantee shall submit performance reports as directed by the State and shall submit to performance monitoring including, but not limited to, site visits and reviews of performance results.

7.4 Grantee shall promptly take any remedial action required by the State as result of any errors, omissions, or deficits identified through the reporting and monitoring process.

8. ASSIGNMENT AND CONTRACTS

Notwithstanding section 15 of the General Provision of this Agreement, Grantee may use contractors and subcontractors to perform the services associated with the Project, subject to any requirements or restrictions detailed elsewhere in this Agreement.

9. INDIRECT COSTS

The indirect cost rate for this Award shall be 0%. Only eligible direct costs may be charged to the Award.

10. PRE-AWARD COSTS

Grantee may use grant funds to cover eligible costs incurred after March 3, 2021.

11. EXPIRATION OF AWARD

Any portion of the Award not expended by Grantee for allowable costs by December 31, 2025 shall lapse and not be paid or shall be returned to the State.

12. CLOSEOUT

Closeout shall be completed by April 30, 2026, as directed by the State. The closeout process may include, but shall not be limited to, a final performance report and review process, a final compliance monitoring process, a request by the State for any Award related documentation not yet provided, and a final reconciliation of all costs incurred and Award funds expended. Grantee shall comply with all closeout-related requests in a timely manner, and in any case no more than 30 days after a request for a response.

GRANT AGREEMENT EXHIBIT B
Scope of Services

Grantee shall use funds to complete phase one of its facility expansion project at the Manchester Animal Shelter. Phase one consist of construction of a new addition and basement for Grantee's existing facility at 490 Dunbarton Rd in Manchester, New Hampshire.

The Manchester Animal Shelter is housed in a city-owned building and is contractually obligated to take in, medically treat, and house all stray, abused, neglected, and abandoned animals from the city's animal control officers, as well as any animals involved in Manchester-based litigation. The economic and health effects of the COVID-19 pandemic have impacted the ability of families to care for their pets, and the shelter has seen an increase in stray, abused, neglected, and abandoned animals since the beginning of the pandemic. Its current facilities are not adequate to accommodate these animals. The facility, which currently has accommodations for 45 cats and 15 dogs, received almost 500 animals between October of 2023 and May of 2024. While the shelter is required to take in all pets, it currently has no designated facilities for small pets such as rabbits, birds, and reptiles. These small and exotic pets are housed under stressful conditions in the shelter's lobby.

The planned expansion and renovation will increase the shelter's canine capacity to 24. It will create a separate space for the shelter's small pets, which will both increase their capacity to receive these animals and improve the conditions under which they are kept. It will create a new and upgraded medical suite, which will allow the shelter to provide better, faster care for the animals and allow the shelter to host spay/neuter clinics for the general public. The expanded facility will include private adoption rooms for animals to become acquainted with their potential new families, as well as conference and training rooms for the staff and public education. It will also include a dedicated food preparation area and laundry facilities.

GRANT AGREEMENT EXHIBIT C

Methods and Conditions of Payment

1. VENDOR SYSTEM REGISTRATION

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number in order for a payment to be issued. Registration can be done online at https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx. Payment will be by check or ACH, depending on the vendor registration. The State vendor number for Grantee is 288308.

2. BUDGET

The State will pay the Grantee, the sum of $497,000 (the Grant Amount) for expenses incurred to complete phase one of the Manchester Animal Shelter expansion and renovation project.

3. PAYMENTS

Payment shall be made on a reimbursement basis. Specifically, Grantee shall submit monthly reimbursement requests for eligible costs incurred. Requests shall be accompanied by supporting documentation in the form of receipts, paid invoices accompanied by canceled checks, and other documentation that proves both the nature of each expense and the amount paid by Grantee.

Grantee's first reimbursement request shall include any eligible pre-award expenses for which Grantee seeks reimbursement along with supporting documentation.

Periodic payment requests shall be submitted to:
Jane Darrell by email at **Jane.Darrell-G@goferr.nh.gov** or other State designee as directed by Grantor.

GRANT AGREEMENT EXHIBIT D
Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Instructions for Certification

1. By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the State may terminate this transaction for cause or default.
4. The Grantee shall provide immediate written notice to the State, to whom this Grant is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 2 CFR 180, Subpart I.
6. The Grantee agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
7. The Grantee further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the State may terminate this transaction for cause or default.

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

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

1. The Grantee certifies to the best of its knowledge and belief, that it and its principals:

   a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or a contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and

   d. have not, within a three-year period preceding this Grant, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

[signature]	Executive Director
Grantee Representative Signature	Grantee's Representative Title
Michael Constance	11/7/24
Print Grantee Name	Date

Corporate Resolution

I, Lucy Lange, hereby certify that I am duly elected President of **Friends of the Manchester Animal Shelter.** I hereby certify that the following is a true copy of a vote taken by email of the Board of Directors, duly authorized and called on November 6, 2025, at which a quorum of the Directors responded and voted in the affirmative.

> **VOTED:** That Michael Constance, Executive Director of FMAS is duly authorized to enter into contracts or agreements on behalf of Friends of the Manchester Animal Shelter with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this Certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that he has full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED:

11-7-24

ATTEST:

Lucy Lange

(Name & Title)

FMAS Board, President

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FRIENDS OF THE MANCHESTER ANIMAL SHELTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 25, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 222747

Certificate Number: 0006803766

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of November A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/7/2024

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

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

PRODUCER RSC Insurance Brokerage, Inc. 270 Duffy Ave. Hicksville NY 11801	CONTACT NAME: Linda Godnick PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: lgodnick@risk-strategies.com
INSURED Friends Of The Manchester Animal Shelter 490 Dunbarton Rd Manchester NH 03102	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ACE Property & Casualty Insurance Comps — 20699C INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** GOFERR **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			D02202788	3/27/2024	3/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Non-owned	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			D02202797	3/27/2024	3/27/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

Governor's Office for Emergency Relief
and Recovery (GOFERR)
1 Eagle Square
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Ins. Brokerage/DIAE

FRIEOFT-04 NMAGNARELLI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2024

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

PRODUCER License # AGR8150 Clark Insurance, a Marsh & McLennan Agency, LLC company One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Nancy Magnarelli, ACSR PHONE (A/C, No, Ext): (603) 716-2368 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: nancy.magnarelli@marshmma.com
INSURED Friends of the Manchester Animal Shelter 490 Dunbarton Road Manchester, NH 03102	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Property Casualty Insurance Co — 36161 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		6JUB-OW92810-0-24	3/27/2024	3/27/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Governor's Office for Emergency Relief and Recovery
1 Eagle Sq
Concord, NH 03301

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Margin Ruth