

**InvestNH Municipal Planning & Zoning Grant Program  
Housing Opportunity Planning Grant**

**GRANT AGREEMENT**

This agreement ("Agreement") is by and between New Hampshire Housing Finance Authority, 32 Constitution Drive, Bedford, NH 03110, ("NHHFA") and the Town of Rye, New Hampshire ("Grantee").

NHHFA is administering the InvestNH Municipal Planning & Zoning Grant Program ("the Program") under contract with the NH Department of Business and Economic Affairs ("BEA"). BEA has established the Program using funds awarded for these purposes under Section 9901 of the American Rescue Plan Act (Pub. L. No. 117-2 (March 11, 2021)).

Pursuant to a competitive application process NHHFA will provide a grant to Grantee for a project consistent with the Program objectives and Grantee's approved application ("the Project").

Grantee will undertake and complete the Project pursuant to the terms and conditions of this Agreement.

**TERMS AND CONDITIONS**

1. GRANT AMOUNT:           \$17,750          .
2. EFFECTIVE DATE:           February 8, 2023          .
3. COMPLETION DATE:           July 31, 2024          .

4. PROGRAM ADMINISTRATOR. This Program is administered by Plan NH on behalf of NHHFA. Project communications with Grantee will generally be by and with the Program Administrator, but NHHFA may communicate directly with Grantee on some matters as stated in this Agreement.

5. PROJECT PERFORMANCE AND CONSULTANT SELECTION. Grantee agrees to perform work to complete the Project pursuant to the terms and conditions of the Scope of Work (Exhibit A). Grantee's application to the Program is considered part of this Agreement and any commitments included within the application will be binding on Grantee. Program application instructions, forms, and associated materials are also conditions to this Agreement.

Grantee acknowledges that it is responsible to complete all Project work and that it will deliver to the Program Administrator (a) all required work under the Scope of Work; (b) all required documentation under the Scope of Work; and (c) all other requirements, duties, obligations and responsibilities of Grantee under the Scope of Work. Grantee

acknowledges and agrees that NHHFA, acting at times through the Program Administrator, will have the sole authority and discretion to determine whether Grantee has met the requirements set forth in this Agreement.

Grantee shall subcontract with a consultant to perform the work of the Project. Grantee may select its consultant from the list of qualified contractors published as part of the Program without engaging in a competitive process. Grantee may otherwise engage in a competitive process to choose its consultant, but the consultant chosen by the Grantee will be subject to approval by the Program Administrator. Acting through the Program Administrator, NHHFA reserves the right to assess the qualifications of such consultants and to reject those it deems to be unqualified to perform the proposed work. Grantee's contractor may subcontract Project work only upon review and written approval of subcontractor's qualifications by the Program Administrator. Grantee will at all times be responsible for Project performance under this Agreement.

6. **MONTHLY PROGRESS REPORTS.** Grantee will report to Program Administrator on monthly progress toward implementing its proposed Scope of Work, completed tasks, and metrics of success including documentation on public meetings, workshops and hearings, public participation levels, and additional outreach efforts. Grantee will submit a progress report to the Program Administrator that includes a draft of any proposed regulations for the purpose of allowing NHHFA to comment on the draft prior to notice of public hearings held by the Grantee's planning board or other cognizant body.

7. **CLOSE OUT OF CONTRACT.** No later than 30 days following Project Completion Date, Grantee will submit its final invoice. Regardless of the Completion Date, any invoice submitted after July 31, 2024 will not be eligible for reimbursement. At the same time, Grantee will submit a final report to the Program Administrator. If Grantee cannot demonstrate that the funds have been expended for allowable costs, the excess funds shall be returned with the final report to Program Administrator, by check payable to New Hampshire Housing Finance Authority.

8. **POST-COMPLETION PROJECT REPORTS.** If Grantee adopts ordinances or regulations paid in whole or part with these grant funds, Grantee will report on permitting and development activity under the regulations for a period of three (3) years after Completion Date in a form determined by NHHFA.

9. **PROJECT TERM EXTENSION.** Grantee will ensure that the Project work is performed in a manner that is consistent with the time periods set forth in the Scope of Work and with the Completion Date. Grantee may request additional time to perform the Project work beyond the Completion Date, but in no circumstance will the Project term extend beyond July 31, 2024.

10. **COMPLIANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL LAWS, REGULATIONS, AND RULES.** By signing this Agreement, Grantee certifies its understanding and acceptance of the terms and conditions of Exhibits C through F.

Grantee covenants and agrees that it will fully comply with all applicable provisions of these documents as well as all other applicable local, state and federal laws, regulations and rules that may be applicable to the conduct of this Project.

11. **CONFLICT OF INTEREST.** Grantee agrees that it will maintain in effect a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this Agreement. Grantee will disclose in writing to Program Administrator any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. **RESTRICTION ON ADDITIONAL FUNDING.** Grantee acknowledges and agrees that no portion of the funds under this Agreement may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.

13. **UNIQUE ENTITY IDENTIFIER.** Grantee must (i) be registered in SAM.gov; (ii) provide a valid unique entity identifier; and (iii) continue to maintain an active SAM.gov registration with current information at all times during the term of the Project. Registration instructions are here: <https://sam.gov/content/home>.

14. **PUBLICATIONS.** With the exception of ordinances, regulations, and rules proposed or adopted by Grantee, any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part by, federal award number SLFRP0145 awarded to the State of New Hampshire by the U.S. Department of the Treasury."

15. **LIABILITY AND INDEMNIFICATION.** NHHFA will not be liable for the action or inaction of Grantee in the performance of its duties under this Agreement. Further, Grantee will indemnify NHHFA and its employees, members, officers, counsel, and other representatives from all claims, causes of action, liability, loss, damage, or expense arising or resulting from Grantee's actions, including, but not limited to negligence and willful or intentional conduct in performing the work contemplated under this Agreement or arising in any way under this Agreement.

16. **NHHFA'S RIGHT TO TERMINATE AGREEMENT.** In the event of a violation of any term or condition of this Agreement by Grantee, NHHFA will have the right to terminate this Agreement by giving Grantee ten (10) days written notice of such termination. NHHFA will reimburse Grantee for its Project expenses incurred prior to the effective termination date indicated in its written notice.

17. **GRANTEE'S ADMINISTRATIVE AND FINANCIAL REPORTS AND INFORMATION.** Grantee will maintain full and accurate accounts and records, including personnel, property and financial records, adequate to identify and account for all costs and expenses pertaining to the work performed by Grantee pursuant to this Agreement and such other records and information as may be deemed necessary by NHHFA to assure proper accounting and use for all Program funds. Between the

Effective Date and the date five (5) years after the Completion Date, Grantee will keep, or require to be kept by subcontractors, detailed records of all services performed in connection with the Grant. At any time during Grantee's normal business hours, and as often as NHHFA, the State, the U.S. Department of Treasury or OMB may demand, Grantee will make available to the NHHFA, State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. Grantee will permit NHHFA, the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

18. **NO INTELLECTUAL PROPERTY RIGHTS.** Grantee acknowledges and agrees that any and all reports, plans, drawings or other documents produced or generated in whole or in part under this Agreement will not be the subject to copyright or other intellectual property right by Grantee or Grantee's contractors and subcontractors. All such documents will be in the public domain.

19. **NO AGENCY.** Grantee acknowledges and agrees that it has no authority to act on behalf of NHHFA as its agent, representative or in any other capacity whatsoever and that it will not hold itself out as an agent or representative of NHHFA. Further, Grantee acknowledges and agrees that it does not and shall not claim or assert to have the right to act for, bind or take any action whatsoever in any capacity whatsoever on behalf of NHHFA.

20. **WAIVER.** The waiver of a breach of any provision of this Agreement by either party or the failure of either party otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

21. **NOTICE.** Any notice required under this Agreement shall be given as follows:

Notice to Program Administrator:

Tiffany Tononi McNamara  
Plan NH  
[info@nhhopgrants.org](mailto:info@nhhopgrants.org)

Notice to NHHFA:

George Reagan  
New Hampshire Housing  
32 Constitution Drive  
Bedford, NH 03110  
[greagan@nhhfa.org](mailto:greagan@nhhfa.org)

Notice to Grantee:

Name: Patricia Losik *Matt Scutten*  
*Kimberly Reed*

City/Town: Town of Rye

Address: 10 Central Road  
Rye, NH 03870

Email: patlos@comcast.net *Mscutten@Town.Rye.nh.us*  
*Kreed@Town.Rye.nh.us*

22. APPLICABLE LAW AND VENUE. This Agreement is governed by and construed in accordance with the laws of the State of New Hampshire. Any legal proceeding relating to this Agreement will be brought in the proper state or federal court in the State of New Hampshire.

23. SEVERABILITY. If any provision of this Agreement is for any reason held illegal, void or invalid, such illegality or invalidity will not affect the remaining provisions hereof, and this Agreement will be construed and enforced as if such illegal, void or invalid provisions(s) were not a part hereof.

24. ENTIRE AGREEMENT. This writing along with the exhibits and attachments constitutes the entire agreement of the parties and all other writings, statements, agreements, or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement may be made except in writing signed by all parties.

25. BINDING EFFECT. This Agreement is binding upon the parties hereto and upon their successors, heirs, personal representatives and assigns.

**Signature page follows.**

AGREED:

**New Hampshire Housing Finance Authority**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Benjamin D. Frost  
Deputy Executive Director

**Town of Rye, New Hampshire**

By: X  \_\_\_\_\_ Date: 3/16/23 \_\_\_\_\_  
Signature (Duly Authorized) 3  
Matthew Scruton, Town Administrator, Town of Rye  
Name and Title Printed

## EXHIBIT A

### Scope of Work

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

2. Services to be Provided:

The following is as presented in Rye's awarded application packet:

#### SCOPE OF WORK AND BUDGET

##### **TASK 1 - Phase 1: Public Opinion Survey**

Phase 1 will implement the following task-based activities:

- Task 1a - Conduct a public opinion survey focused on housing, land use and current zoning.
- Task 1b - Distribute and promote the survey throughout the community using social media outlets and printed media.
- Task 1c - Collect responses and analyze the data.
- Task 1d - Prepare a summary report of the public opinion survey results and disseminate to the public possibly at an in-person public workshop to foster dialog about housing needs and challenges in the community.
- Task 1e - Review survey results with the Planning Board.

Refer to the Community Engagement Section below for additional details.

## **TASK 2 - Phase II: Analysis of Needs Assessment Reports and Data**

Phase II will implement the following activities:

- Task 2a - Analyze products and data from the statewide housing needs assessment from the regional planning commissions.
- Task 2b - Compile data as needed to create a housing profile for Rye. [Note: The Rockingham Planning Commission has reported that their final housing needs assessment report and products will be released in mid-February 2023. A more detailed scope of work and work plan will be developed for the grant once the final report and data are released.]
- Task 2c - Summarize data from the Needs Assessment reports released by the Rockingham Planning Commission including but not limited to demographic data, housing data, and land use data.
- Task 2d - Prepare final community housing needs profile identifying specific critical data points and the internal and external factors that influence the availability and affordability of housing in town.

## **Task 3 – Community Engagement**

Refer to details in the Community Engagement section following.

Rye currently has a warrant article on the 2023 town ballot to complete a comprehensive update of their Master Plan. All work supported by an Invest NH Housing grant will be coordinated with the Master Plan update effort if the Master Plan update is funded.

## **WORKPLAN**

A detailed task based workplan and timeline for completion of deliverables for Phase I and Phase II will be prepared in coordination with the Planning Board, technical advisors and the community outreach effort as these actions are developed with input from all stakeholders including the comprehensive Master Plan update project if funded.



**Housing Opportunity Planning Grant  
Grant Agreement**

**PART 1 PROJECT BUDGET**

<b>PROPOSED BUDGET</b>			
<b>Task</b>	<b>Task Name</b>	<b>Details</b>	<b>Cost</b>
<b>1</b>	<b>Part I - Phase 1: Public Opinion Survey and Data Collection Report</b>	Completed by Consultant with the Planning Board and project advisors	\$5,000
<b>2</b>	<b>Part II - Phase II: Analysis of Needs Assessment Reports and Data</b>	Completed by Consultant with the Planning Board and project advisors	\$8,000
<b>3</b>	<b>Community Engagement:</b> Conduct public outreach on the draft and final Needs Assessment report (see Community Engagement section detailed on page 6)	Completed by Consultant with project advisors and UNH Cooperative Extension staff	\$4,000
<b>4</b>	Housing Academy Stipend	3 people at \$250 per attendee	\$750.00
<b>TOTAL</b>			<b>\$17,750</b>

## EXHIBIT B

### Methods and Conditions of Payment

Grantee acknowledges and agrees that funding under this Agreement may be withheld, in whole or in part, in the event of Grantee's non-compliance with any Federal or State law, rule or regulation applicable to the Project, or if the Project has not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**FEDERAL STANDARDS.** Grantee acknowledges and agrees that it is a "subrecipient" as that term is defined in 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and that 2 CFR 200, other than such provisions as Treasury may determine are inapplicable to the State Fiscal Recovery Fund and subject to such exceptions as may be otherwise provided by Treasury, are considered legally binding and enforceable documents under this Agreement. The State reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds. The direct costs charged under this Agreement are determined to be allowable under ARPA Section 9901 and the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

**REIMBURSEMENT OF GRANTEE'S COSTS.** Grant funds will be paid as reimbursement by NHHFA to Grantee for its costs within 30 days of presentation of an invoice to the Program Administrator by Grantee. NHHFA reserves the right to request further information in support of Grantee's invoice; such requests will toll the reimbursement period until requested information is provided by Grantee.

**ELIGIBLE COSTS.** In addition to the cost of consulting services as required in this Agreement for conduct of the Project, Grantee may expend grant funds for the purpose of acquiring materials and other services necessary to perform tasks identified in the Scope of Work, including but not limited to costs of public notices for meetings.

Food and beverage costs will qualify for reimbursement provided its primary purpose is for the Project and for the purpose of engaging with the public or groups of stakeholders, such as public meetings or focus groups, or is for the dissemination of information about the Project and gathering of public input regarding the Project. Prior to any such expenditure, Grantee must secure the approval of the Program Administrator. Grantee can secure approval for a recurring series of expenditures in a single request. The cumulative amount of funds used to purchase food and beverages will not exceed one percent of Grantee's total project budget or \$2,500, whichever is greater, without prior approval by the Program Administrator. Grant funds cannot be used for the purchase of alcoholic beverages.

Grantee may use up to 7.5% of grant funds for its administrative costs.

**Housing Opportunity Planning Grant  
Grant Agreement**

Grant funds may not be used for the acquisition of property, to pay for equipment, or to pay for consultant services rendered prior to the Effective Date.

Regardless of the Completion Date, any invoice submitted for reimbursement after July 31, 2024 will not be eligible for reimbursement.

**EXHIBIT C**

**Drug-Free Workplace**

Grantee agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees that by executing this Agreement it certifies as follows:

**Certification Regarding Drug Free Workplace**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certificate set out below is a material representation of fact upon which reliance is placed when NHHFA awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying NHHFA in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**EXHIBIT D**

**Lobbying**

Grantee agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees that by executing this Agreement it certifies as follows:

**CERTIFICATION REGARDING LOBBYING**

Grantee certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), Grantee shall notify NHHFA.

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

## EXHIBIT E

### Debarment

The Grantee agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees that by executing this Agreement it certifies as follows:

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

##### **Instructions for Certification**

- (1) By signing and submitting this 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, State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to NHHFA, to whom this Agreement is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Agreement 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 NHHFA.
- (7) The Grantee further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, NHHFA 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 Agreement 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 (1) (b) of this certification; and
  - (d) have not, within a three-year period preceding this Contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

## EXHIBIT F

### ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

By signing this Agreement, Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352); Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482); Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112); the Age Discrimination Act of 1975 (Pub. L. 94-135); the Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability; The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

In accordance with the above laws and regulations issued pursuant thereto, Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which Grantee receives Federal assistance.

#### **Applicability and Period of Obligation**

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

#### **Employment Practices**

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

#### **Subrecipient Assurance**

Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations

cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

**Data Collection and Access to Records**

Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of Grantee's receipt of Federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.