

Department of Economic and Community Development
Contract Face Sheet

Date:	09/26/22				
DECD Contact:	Sheila Hummel		Title:	Business Manager	
Phone #:	860-500-2405		Division:	OBID	
Recipient:	Society of Human Engagement and Business Alignment Resource Center, Inc				
Address:	99 Founders Plaza				
City/Town:	East Hartford	State:	CT	Zip:	06108
Contact:	Ms. Sonserae Cicero		Phone #:	860-990-4494	
E-mail:	sonseraec@sheutrailblazer.com				
BILLING ADDRESS INFO FOR LOANS (applicable only to Loan Programs)					
Address:	Same				
City/Town:		State:		Zip:	
Contact:			Phone #:		
E-mail:					
FEIN/SS #:	88-0722736	Form of Organization :		Non-profit	
Project Name:	SHEBA Resource Center		Program Name:	Sec 7 MBI-Express Pub 17-219	
Project #:	2022 200 02		Contract #:		
Project Budget Period	From:	Sept 1, 2022	To:		
Contract Period	From:	Sept 30, 2023	To:		
Type of Contract (check if new or amendment, and fill info below):	New: X		Amendment:		
		Original/ New Amount	Additional Amount	Revised Total	LOAN TYPE (Only for Small Business Express Program)
Grant			\$ 300,000	\$ 300,000	
Loan			\$ -	\$ -	<input type="checkbox"/> Job Creation Loan
Total			\$ 300,000	\$ 300,000	<input type="checkbox"/> Revolving Loan
Additional Notes or Info for OFA:					
Funded out of the \$3M MBI funds (Express)					
Bond Commission/OPM Approval Date:			BC Item#:		
Commissioner Approval Date:	09/21/22				
Attorney General Approval Date:					

Revised 10/06/17

**ASSISTANCE AGREEMENT BY AND BETWEEN
THE STATE OF CONNECTICUT
ACTING BY THE DEPARTMENT OF ECONOMIC AND COMMUNITY
DEVELOPMENT
(An Equal Opportunity Employer)
AND
SOCIETY OF HUMAN ENGAGEMENT AND BUSINESS
ALIGNMENT RESOURCE CENTER, INC.**

RE: SHEBA RESTART Minority Business Initiative Project

This **ASSISTANCE AGREEMENT** (the "Agreement" or "Contract") is made and entered into by and between the **STATE OF CONNECTICUT**, (hereinafter the "State"), acting herein by David Lehman, its Commissioner of the Department of Economic and Community Development (hereinafter the "Commissioner"), pursuant to section 4-66c of the Connecticut General Statutes and the **SOCIETY OF HUMAN ENGAGEMENT AND BUSINESS ALIGNMENT RESOURCE CENTER, INC.**, a Connecticut non-stock corporation (hereinafter the "Applicant" or "Contractor"), acting herein by Sonserae Cicero, its duly authorized President & CEO.

WITNESSETH:

WHEREAS, the governing body of the Applicant has submitted to the State a series of documents, including an acceptance letter in response to a proposal submitted to it by the Commissioner dated July 8, 2022 (the "Commissioner's Proposal"), an Application for Financial Assistance, a resolution from the Applicant's appropriate organizational body authorizing the Applicant to submit said Application, a Project Financing Plan and Budget, and exhibits, if any (all, together with this Agreement, hereinafter the "Project Documents" and attached hereto as **Exhibit A**) and has caused to have submitted an Opinion of Counsel and other documents for a project entitled SHEBA RESTART Minority Business Initiative Project (hereinafter the "Project") and has represented to the State that it can rely upon the information within the Project Documents (attached hereto as **Exhibit A**) as being accurate and complete;

WHEREAS, in reliance upon the information submitted by or caused to be submitted by the Applicant, the State has approved funding for the Project; and

WHEREAS, the State and the Applicant desire to define the terms and conditions upon which such financial assistance will be made available to the Applicant.

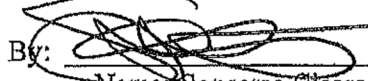
NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the State and the Applicant hereby agree as follows:

ARTICLE 1 - STATE OBLIGATIONS

1.1. Financial Assistance. The State hereby agrees, subject to the terms of this Agreement and its Exhibits, attached hereto and incorporated into this Agreement, and in reliance upon the facts

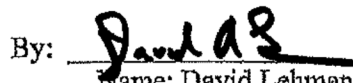
IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement.

**SOCIETY OF HUMAN ENGAGEMENT AND
BUSINESS ALIGNMENT RESOURCE CENTER, INC.**

By: 
Name: Sonserae Cicero
Title: President & CEO
Duly Authorized

Dated: 9/16/22

**STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT**

By: 
Name: David Lehman
Title: Commissioner
Duly Authorized

Dated: 9/21/2022

This Agreement having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a *Memorandum of Agreement* between the State of Connecticut, Department of Economic and Community Development and the Connecticut Attorney General dated December 8, 2020, as may be amended from time to time.

2.5 Agreement to Undertake Project. The Applicant agrees to undertake and complete the Project as described in the Commissioner's Proposal and the Project Documents, attached hereto as **Exhibit A**.

2.6. Obstacles to Entering and Executing Project.

(A) Existing Suit or Other Action. There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Applicant's knowledge, threatened against or affecting it, which could or might adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents.

(B) Default of Existing Orders or Instruments. The Applicant is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which could or might adversely affect the Project, or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents. In addition, the Applicant is not in default beyond any applicable notice and grace periods in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions, or provisions contained in any agreement or instrument to which the Applicant is a party or to which its property is subject, which default, together with all such defaults, singularly or in the aggregate, may have a materially adverse effect on the business, assets, liabilities, financial condition, results of operations or business prospects of the Applicant.

(C) Instance of Default. No Instance of Default (as defined in Section 4.1 hereof) has occurred or is continuing, and the Applicant has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Instance of Default.

2.7. Material Adverse Change.

(A) Financial Condition. There has been no material adverse change in the financial condition of the Applicant since the date of application for the Funding that has not been previously disclosed in writing to the Commissioner.

(B) Representations in Documents. All financial statements, including, without limitation, balance sheets and profit and loss statements, delivered to the Commissioner are correct and complete, and fairly present the financial position and results of operations of the Applicant at the times of and for the periods reflected by such financial statements. The financial statements and all other written statements furnished by the Applicant in connection with the Funding do not contain any untrue statement of material fact and do not omit any material fact whose omission would make the statements contained therein or herein misleading.

(C) Other Facts. There is nothing which the Applicant has not disclosed to the Commissioner in writing, which writing, if any, is attached hereto as **Exhibit C**, which materially

(A) The Applicant shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Applicant or Applicant Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts, or the Agreement. The Applicant shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Applicant's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Applicant's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Agreement.

(B) The Applicant shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(C) The Applicant shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Applicant or any Applicant Parties. The State shall give the Applicant reasonable notice of any such Claims.

(D) The Applicant's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Applicant is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims.

(E) The Applicant shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Applicant shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to Connecticut Department of Economic and Community Development ("DECD") all in an electronic format acceptable to DECD prior to the Effective Date of the Agreement evidencing that the State is an additional insured. The Applicant shall not begin performance until the delivery of these three (3) documents to DECD. Applicant shall provide an annual electronic update of the three (3) documents to DECD on or before each anniversary of the Effective Date during the Agreement term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(F) The Applicant hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste relating to the Project or any lien or claim under Conn. Gen. Stat. § 22a-452a, as amended, or other federal, state, or municipal statute,

(6) "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

(8) "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and

(10) "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(B) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by

States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(H) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56, as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(I) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☒

2.13. Freedom of Information.

(A) Confidential Information. The Agency will afford due regard to the Applicant's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Applicant may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Applicant believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective

applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Applicant is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or DECD'S authority to require compliance with the Enactments.

(B) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

(C) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

2.16. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

2.17. Relocation. The Applicant shall not relocate any of its 949 Bridgeport Avenue, Milford, Connecticut operations to a location outside of the State for ten (10) years after the Agreement Date (the "Non-Relocation Period"). If the Applicant relocates any such operations within the State during such period, it shall offer employment at the new location to its employees from the original location if such employment is available. The Applicant shall provide written notification to the Commissioner of any proposed relocation prior to any public announcement.

2.18. Other Debt. The Applicant will not, either directly or indirectly, guarantee, endorse, become surety for, or otherwise be or become responsible for the obligations of any other person, whether by agreement to purchase the indebtedness of any other person, or agreement for the furnishing of funds to any other person, directly or indirectly, through the purchase of goods, supplies, (or by way of stock purchase, capital contribution, advance or loan) or for the purpose of paying or discharging the indebtedness of any other person or otherwise, except for the endorsement by the Applicant of negotiable instruments for collection in the ordinary course of business without the written consent of the Commissioner.

2.19. Conflict of Interest. The Applicant will adopt and enforce measures appropriate to assure that no member of the Applicant's governing bodies and none of its officers or employees

(A) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Applicant's and Applicant's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement. The Applicant shall comply with federal and state single audit standards as applicable.

(B) The Applicant shall maintain, and shall require each of the Applicant Parties to maintain, accurate and complete Records. The Applicant shall make all of its and the Applicant Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(C) The State shall make all requests for any audit or inspection in writing and shall provide the Applicant with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(D) The Applicant will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Applicant under this Agreement. The Applicant will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.

(E) The Applicant shall keep and preserve or cause to be kept and preserved all of its and Applicant Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Applicant shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(F) The Applicant shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Applicant shall cooperate with an exit conference.

(G) The Applicant must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Applicant Party.

(H) If Applicant is subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with DECD Audit Guide, located at <https://portal.ct.gov/-/media/DECD/OFR/DECD-Audit-Guide-January--2019.pdf> and the requirements established by federal law and state statute. If Applicant is not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from DECD may conduct Project-specific audits.

(I) Connecticut Department of Labor Employment ("DOL") Number Access Agreement. The Applicant agrees that the State, acting herein by the Department of Economic and

any responsibility or liability under this Agreement. The Applicant shall make available copies of all subcontracts to DECD upon request.

3.5. Repayment to State. (a) Any unspent Funding shall become immediately due and payable by the Applicant to the State within ninety (90) days of the end date of the most recently approved Project Financing Plan and Budget attached hereto as Exhibit A. (b) In the event that an audit referred to in section 3.1 above demonstrates that the actual expenditures made by the Applicant in connection with the Project are less than the maximum allowable amounts for disbursement by the State, as set forth in section 1.1 above, any such excess disbursement made by the State in respect of the Funding shall become immediately due and payable by the Applicant to the State.

3.6. Yearly Reports. The Applicant shall furnish upon request to the State within ninety (90) days of the end of each of the Applicant's fiscal year(s), or earlier as determined by the Commissioner for each year that this Agreement remains in effect: (1) its balance sheet and the related statement of earnings and retained earnings, including all supporting schedules and comments, all of which shall be prepared by a certified public accountant of recognized standing using, at a minimum, the standards for a "Review" as that term is used in the reporting standards of the American Institute of Certified Public Accountants along with a statement of such accountants that, in making the examination necessary for the preparation of the financial statements required above, they have obtained no knowledge of any default by the Applicant in the performance of the Project or disclosing all defaults of which the accountants have obtained knowledge; and (2) such further financial and other information that the Commissioner may at his discretion require from time to time.

3.7. Project Financial Statements. The Applicant shall provide a cumulative Statement of Program Cost and a Detailed Schedule of Expenditures to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at <https://portal.ct.gov/-/media/DECD/FinancialReview/edacotgmanualpdfrevjan2019-new.pdf?la=en>. This information will be required to be provided within ninety (90) days after the expiration date of the Project Financing Plan and Budget or earlier as determined by the Commissioner. Further information, such as supporting documentation (i.e. copies of invoices, cancelled checks, contracts etc.) for the expenditures charged may be requested from the Applicant, as necessary.

ARTICLE 4 - DEFAULT

4.1. Instances of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an "Instance of Default"):

(A) Breach of Agreement. If the Applicant fails to perform any act, duty, or obligation set forth herein or in any other Project Document (Exhibit A) or fails to forbear from any unpermitted act, or if the Applicant abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent.

(J) Violation of Terms in Other Project Documents. The occurrence of a default or violation under any of the attached Project Documents.

4.2. Events in Instances of Default.

(A) Notice of Default. If the Applicant defaults or shall commit or allow any breach of the Applicant's covenants, agreements and other obligations under this Agreement, material or otherwise, the Commissioner shall provide written notice of the breach ("Notice of Default") to the Applicant by overnight or certified mail, return receipt requested, to the most current address they furnished for the purposes of correspondence.

(B) Opportunity to Cure. The Commissioner may provide the Applicant thirty (30) days after the Notice of Default, or such longer period of time as the Commissioner may determine and set forth in writing, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing, by the Commissioner. The Commissioner may determine that permitting an opportunity to cure a default could jeopardize the Project or security, or would not be in the best interests of the State. Under those circumstances, no opportunity to cure need be given and the Commissioner may seek other remedies.

(C) Remedies. Upon the occurrence of an Instance of Default, the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(1) To suspend all further payments by the State to the Applicant until such default is cured to the satisfaction of the Commissioner;

(2) To proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Applicant in this Agreement or the Project Documents;

(3) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Instances of Default, the Applicant hereby agrees to repay immediately the entire amount of the Funding received and liquidated damages equal to five percent (5%) of the total amount of the Funding received. However, in the event that the Applicant is in default under the terms of Section 2.17, such liquidated damages shall be equal to seven and one-half percent (7½%) of the total amount of the Funding received;

(4) The right to a writ of mandamus, injunction or similar relief against the Applicant or any or all of the members of the Applicant's governing body, or against the officers, agents or representatives of the Applicant, as may be appropriate, because of such default or breach;

(5) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement;

(6) The Applicant agrees that, upon an event of default or after a judgment hereon, all expenditures incurred by State under the Project Documents including the

Documents may be served in person or by mail. Any such requirement shall be deemed met by any written notice personally served at the principal place of business of the Applicant, or at such other address as the Applicant shall notify the Commissioner, or mailed by depositing it in any post office station or letter box enclosed in a postage-paid envelope addressed to the Applicant at 99 Founders Plaza, East Hartford, CT 06108 or at such other address as provided above. Any notice to the State, Department, or Commissioner shall be addressed to the Commissioner at 450 Columbus Boulevard, Suite 5, Hartford, CT 06103.

5.7. Waivers by Applicant. The Applicant and all others who may become liable for all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest and notice of non-payment of this Agreement and do hereby consent to any number of renewals or extensions of the time of payment hereof and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability herein and further consent to the release of any part or parts or all of the security for the payment hereof and to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms or corporations liable for the payment of this Agreement.

5.8. Headings, Number and Gender. The headings given to the Sections in the Agreement are inserted only for convenience and are in no way to be construed as part of the Agreement or as a limitation of the scope of the particular Section to which the heading refers. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

5.9. Amendments; Supremacy and Entirety of Agreement.

(A) No amendment to or modification of this Agreement shall be valid or binding unless made in writing, signed by the parties and approved by the Connecticut Attorney General. Any and all documents authorized in connection with this Agreement shall be subject to the terms of this Agreement. This Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

(B) In the event that the Applicant seeks modification in the form of a consent or a subordination to financing required by the Applicant in its normal course of business, the Applicant shall request such modification in writing to the Commissioner not less than thirty (30) days prior to the date such modification is required. The Applicant shall promptly reimburse the State for expenses, including reasonable attorneys' fees, incurred in negotiating and entering into such modification.

5.10. Provision of Other Documents. Upon the request of the Commissioner, the Applicant shall execute and deliver or cause to be executed and delivered such further documents and instruments and do such further acts and things as the Commissioner may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Funding in accordance with its terms, and to vest more completely in and assure to the Commissioner its rights under the Project Documents. Without limiting the generality of the foregoing, the Applicant will join with the Commissioner in executing such financing statements, agreements, notices or other documents or instruments as the Commissioner shall deem necessary or desirable to create, preserve, protect, maintain or enforce its rights and interests in and its liens on the property of the

determination that such termination is in the best interests of the State. DECD shall notify the Applicant in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Applicant must modify or complete its services prior to such date.

(B) Notwithstanding any provisions in this Agreement, either party, through a duly authorized employee, may, after making a written determination that the other has breached the Agreement and failed to remedy the breach, terminate the Agreement in accordance with the provisions in this Agreement.

(C) Notices of termination must be sent in accordance with the notice section of this Agreement. Upon receiving the termination notice from DECD, the Applicant shall immediately modify or discontinue all services affected in accordance with the terms of the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to DECD all Records. The Records are deemed to be the property of DECD and the Applicant shall deliver them to DECD no later than thirty (30) days after the termination of the Agreement or fifteen (15) days after the Applicant receives a written request from DECD for the Records. The Applicant shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, PDF, ASCII or .TXT.

(D) Except for any work which DECD directs the Applicant to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Applicant shall terminate or conclude all existing subcontracts and shall not enter into any further subcontracts or other commitments.

(E) DECD shall, within forty-five (45) days of the effective date of termination, reimburse the Applicant for its services rendered and accepted by DECD in accordance with **Exhibit A**, in addition to all actual and reasonable costs incurred after termination in completing those portions of the services which the notice required the Applicant to complete. However, the Applicant is not entitled to receive and DECD will not tender to the Applicant any payments for anticipated or lost profits. Upon request by DECD, the Applicant shall assign to DECD, or any replacement Applicant which DECD designates, all subcontracts, and other commitments, deliver to DECD all Records and other information pertaining to its services, and remove from State premises, whether leased or owned, all of Applicant's property, equipment, waste material and rubbish related to its services DECD may request.

(F) If the Applicant (a) fails to cure a breach in accordance with this Section or Subsection (b) is in violation of any of the representations and warranties herein, or if any of those representations and warranties are false or misleading in any material respect, then, notwithstanding any provisions in this Agreement, DECD may terminate with no remedy period. DECD may also revoke any consent to assignments given, with the effect of the assignments never having been requested or consented to. In case of such revocation, DECD will have no liability or responsibility to Applicant or Applicant Parties or any third party, or any of them, resulting from the termination or revocation.

(G) Upon termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with



Department of Economic and
Community Development

Connecticut

David Lehman
Commissioner

July 8, 2022

Ms. Sonserae Cicero
CEO/President
Society of Human Engagement and Business Alignment Resource Center, Inc
99 Founders Plaza
East Hartford, CT 06108

Dear Ms. Cicero

The Connecticut Department of Economic and Community Development (DECD) is pleased to provide this letter of financial support to the Society of Human Engagement and Business Alignment Resource Center, Inc (SHEBA, Inc) located in East Hartford, CT.

DECD Assistance

A grant is being offered by DECD under the Minority Business Initiative Advisory Board in an amount not to exceed \$300,000.

- SHEBA has developed a certification program called "RESTART" that provides opportunities to create new pathways for new and existing businesses to sustain, scale, and grow successfully.

Project Description & Use of DECD Funds

The funding will be used for SHEBA's 6-12-week certification program, which consists of assessing small-business needs with regards to business strategies, financial growth and projections, infrastructure, strategic plans for growth and development training and mentorship. The goal is to move small businesses through a process of developing and outlining solid and sustainable practices to ultimately receive financial assistance from HEDCO. COVID-19 has had a devastating impact on all businesses, and SHEBA will look at reviving small businesses. This is a critical service and support which is very much needed at this time.

The funds will also be used for hiring of additional staff to provide coaching and mentoring support as well as technical assistance and back-office support. The funding will be also used for the purchase of supplies and training materials, marketing, and media communications.

Expenses will include those expenses outlined in the authorized and approved Financing Plan and Budget.

The payment schedule is as follows:

Payment 1 - \$150,000 upon execution and approval of contract.

Payment 2 - \$150,000 upon submission and approval of an activity report show funding approval for at least 50% of the \$3 Million HEDCO has allocated from the Minority Business Revolving Loan program for forgivable loans.

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SB000498

Society of Human Engagement and Business Alignment Resource Center,

ATTACHMENT "A"

Financial assistance from the Department of Economic and Community Development is subject, but not limited, to the following:

1) Completion of Required Documents

- Application
- Financing Plan and Budget
- Corporate Resolution
- Non-Discrimination Certification
- W-9 and Agency Vendor Form
- Department of Labor Release Form
- ACH Payment Information
- Evidence of necessary Insurance Requirements (see Exhibit A)

2) Transaction Costs

- Agreement from the Company to accept responsibility for the payment of all necessary and appropriate fees associated with this transaction, whether or not a closing takes place. Such costs may include reasonable attorney fees, appraisal costs, and other possible fees and costs related to this including the closing costs associated with securing the State Financial Assistance. State funds can be used to pay fees but must be incorporated into the Project Financing Plan and Budget.

5) Counsel

- DECD advises the Applicant to retain counsel. Please provide name and contact information of your counsel on the line below.

Counsel Contact (include email address):

Name: Sharon Skyers-Jenkins, ESQ of Skyers, Skyers & Harrell
Address: 1087 Broad Street, 3rd Floor
Phone: 203-334-4800
E-mail Address: sajenkins@sshllaws.com

Please initial below to indicate that you have been informed of these conditions and return with your written acceptance of this letter of interest.

Initials: SV.

Date: July 13, 2022

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- 2) Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
- 3) Applicant shall assume any and all deductibles in the described insurance policies.
- 4) Without limiting Applicant's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.
- 5) Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a Best Rating of A-, VII, or equivalent or as otherwise approved by DECD.

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State of Connecticut
Department of Economic and Community Development
Urban Action Grant Application
Pursuant to § 4-665 of the Connecticut General Statutes

SECTION I

APPLICANT IDENTIFICATION

1. Applicant's Full Legal Name: Society of Human Engagement & Business Alignment Resource Center, Inc

2. Applicant SHEBA Resource Center

3. Contact Person: Sonserae Cicero

Telephone: 860-990-4494

Fax: _____

4. Project Name: Restart Program

5. Project Location: 99 Founders Plaza Municipality: East Hartford

6. Federal Employer Identification # 88-0722736 SIC Code: 611710

SECTION II

APPLICANT INFORMATION

7. Form of Organization (attach copy of corporate certificate)

☐ Private for Profit
☒ Non-Profit 501(c)3
☐ Other non-profit

☐ Municipality
☐ Other _____

8. Form of Ownership

☒ Corporation
☐ Proprietorship
☐ Other

☐ Partnership
☐ Sub-Chapter "S" corp.

Date acquired/Established 01/25/2002

State where created: CT

Minority Owned ☒

Woman Owned ☒

(Minority as defined in §32-9e sub-section 3 of Connecticut General Statutes)

9. Nature of Business/Organization

A. Industry

☐ Manufacturer ☐ Retailer ☐ Wholesaler
☒ Service ☐ Construction ☐ Finance, Insurance or Real Estate
☐ Other (Please describe) _____

B. Business Activity (e.g. research and development, production, headquarters, etc.)

Technical assistance, back office support, training, development, coaching, and mentoring

C. Type of product or service (e.g. pharmaceuticals, computer software, etc.)

Minority entrepreneur accelerator and incubation learning and development training

15. Have you ever personally declared bankruptcy or been an officer of a business or organization where bankruptcy has been declared?

_____ Yes (If yes, please attach explanation) X No

16. Have you ever received prior State financing for this project?

_____ Yes _____ DECD _____ CDA _____ CII

Amount
Program

Date

X No

Page 2 of 4

17. Environmental Compliance

A. Has any state, including Connecticut, federal administrative agency or federal court issued any order or entered any judgement to the business/organization concerning a violation of any environmental law? If yes, please include the type of enforcement action, date, jurisdiction, order/case/docket number and description of violation. No

B. Is there any property transfer filing pending with the DEP? If yes, attach the applicable forms and responsible party's obligations. No

C. Is there any Environmental Site Assessment (ESA) conducted by any party on this site, i.e., Phase I, II or III ESA? If yes, please enclose a copy. No

18. OSHA Compliance

Do you have any outstanding orders from the federal Occupational Safety and Health Administration? If yes, please describe on an additional sheet and give the name, address and telephone number of the individual handling your case. No

19. Employment (Full-time employment is a minimum of 35 hours per week as reported to the Department of Labor)

Present Employment		Projected Employment by end of two years		Projected Employment by end of five years	
Full time:	5	Full time	10	Full time	30
Part time:	2	Part time:	5	Part time:	15
Total:	7	Total:	15	Total:	45

Of the present employment listed above, how many would be lost if the State did not provide the proposed funding? 3

____ Municipality
____ Non-Profit 501(c) 3
____ Other Non-Profit
____ Other

Date Established _____
Where created _____

-8. Have you received prior state financing for this project?

____ No
____ Yes _____ DECD _____ CDA _____ CII

Amount \$ _____ Date _____
Program _____



Department of Economic and
Community Development

Connecticut

PROJECT FINANCING PLAN & BUDGET

Initial Submission: X
Revision #:

Applicant: <u>Society of Human Engagement & Business Alignment Resource Center, Inc</u>		Program Title: _____	
Project Name: <u>Restart Program</u>		Project #: _____	
Federal ID #: <u>2022-2023</u> Social Sec. #: _____		CRM Project #: _____	
Budget Period:		Budget Period Approved by DECD	
Start <u>1-Sep</u> <u>2022</u>		Start _____	
End <u>30-Sep</u> <u>2023</u>		End _____	
THE FOLLOWING APPLIES TO HOUSING PROJECTS ONLY:			
Units Counted By: () Beds () Bedrooms			
Total Units: _____ Assisted Units: _____ Unit Mix: 0BR 1BR 2BR 3BR 4BR			

SOURCES OF FUNDING	NON-DECD FUNDS		DECD FUNDS		TOTAL
	CASH	IN-KIND	GRANT	LOAN	
Private Investment					\$ -
Bank Financing					\$ -
CT. Innovations, Inc.					\$ -
OHFA					\$ -
DECD Program #1 <u>Restart Program</u>			\$ 300,000	\$ -	\$ 300,000
DECD Program #2					\$ -
Other					\$ -
					\$ -
					\$ -
					\$ -
TOTAL SOURCES	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000

Approval of the Project Financing Plan and Budget for State Assistance in the amount shown in the above summary and for the time period indicated is hereby requested. It is understood that the project will be operated in accordance with the Project Financing Plan and Budget approved by the Connecticut Department of Economic and Community Development.

Date Submitted: 5/8/2022 Applicant: Society of Human Engagement & Business Alignment

Authorized Signature: [Signature] Title: CEO / President

FOR INTERNAL USE ONLY

The Project Financing Plan and Budget is hereby approved in the amounts and for the time period indicated.

Date: 7/11/2022 Signed: [Signature]

George Norfleet, Executive Director

Date: 7/11/2022 Signed: [Signature]

David Lehman, Commissioner

Submission Date: 08/08/2022	Initial Submission: [X]
Applicant Name: SHEBA Resource Center	
Project Name: Restart Program	

Acct. Code	USES	DECD PROGRAM #1	DECD PROGRAM #2	OTHER FUNDS:	TOTAL FUNDS
1418	ADMINISTRATION				
1418.1	SALARIES (complete attached Schedule A)	\$ 235,000			\$ 235,000
1418.2	ACCOUNTING	\$ 1,500			\$ 1,500
1418.3	AUDIT				\$ -
1418.4a	LEGAL - Project Site Acquisition Related				\$ -
1418.4b	LEGAL - DECD Contract Related	\$ 500			\$ 500
1418.4c	TITLE EXAM				\$ -
1418.4d	RECORDING FEES				\$ -
1418.5	TRAVEL				\$ -
1418.6	OFFICE RENT				\$ -
1418.7	PENSION/OTHER FUNDS				\$ -
1418.8	FRINGE BENEFITS				\$ -
1418.9	PAYROLL TAXES	\$ 37,500			\$ 37,500
1418.10	OFFICE EXPENSE	\$ 3,500			\$ 3,500
1418.11	COMMUNICATIONS				\$ -
1418.12	ADVERTISING	\$ 2,000			\$ 2,000
1418.13	INSURANCE				\$ -
1418.14	PLANNING				\$ -
1418.15	MARKETING STUDIES				\$ -
1418.16	CONTRACTUAL SERVICES - Coaches & Mentors	\$ 20,000			\$ 20,000
					\$ -
					\$ -
	TOTAL ADMINISTRATION	\$ 300,000	\$ -	\$ -	\$ 300,000
1420	CARRYING CHARGES				
1420.1	INTEREST EXPENSE				\$ -
1420.2	PROPERTY INSURANCE				\$ -
1420.3	TAXES				\$ -
1420.4	ENVIRONMENTAL INSURANCE				\$ -
1420.5	ACQUIRED PROPERTY OPERATING EXP.				\$ -
					\$ -
					\$ -
	TOTAL CARRYING CHARGES	\$ -	\$ -	\$ -	\$ -
1425	ARCHITECTURAL/ENGINEERING (Additional fees attached)				
1425.1a	DESIGN CONSULTANT/ARCHITECT				\$ -
1425.1b	DESIGN CONSULTANT/ENGINEER				\$ -
1425.2	BORINGS/TEST PITS/ ENVIRON. TESTING				\$ -
1425.3	SURVEYS AND MAPS				\$ -
1425.4	CONSTRUCTION ADMIN/MGMT				\$ -
1425.5	CLERK OF THE WORKS				\$ -
1425.6	MATERIALS TESTING				\$ -
1425.7	SUPPLEMENTAL SERV				\$ -
1425.8	ENVIRON. SURVEY/INVESTIGATION				\$ -
					\$ -
					\$ -
	TOTAL ARCHITECTURAL/ENGINEERING	\$ -	\$ -	\$ -	\$ -

SCHEDULE A - SALARIES

Submission Date: <u>05/06/2022</u>	Initial Submission: [X]	Revision #: []
Applicant Name: <u>SHEBA Resource Center</u>		
Project Name: <u>RESTART Program</u>		

How many minimum hours per week constitute "full time" at applicant company?

40

Salaries/Cash (Paid) with State DECD Funds - Job description must be submitted for each position

Position	Annual Salary	# of Positions	% Charged to this Project budget	Total Salaries Paid with DECD funds
Program Director	\$ [REDACTED]	1	0%	
Program Admin Asst	\$ [REDACTED]	1	0%	
Small Business Coach	\$ [REDACTED]	3	0%	
Total Salaries Paid (insert this in the Project Financing Plan and Budget grant and/or loan column)				\$ -

Salaries/In-Kind (Not Paid with State DECD Funds) - Job description must be submitted for each position

Position	Annual Salary	# of Positions	% Charged to this Project budget	Total Salaries Paid by Company
			100%	\$ -
			100%	\$ -
			100%	\$ -
Total Salaries Paid (insert this in the Project Financing Plan and Budget column "Non-DECD Funds")				\$ -

Schedule A serves as a worksheet help complete the salaries related to a Small Business Express Program application. The amounts listed above should correspond to the bottom section of the "Other Auth. Expenses" of the Project Financing Plan and Budget. **IMPORTANT:** No more than 50% of total State funds requested may be applied to salaries listed on the Project Financing Plan and Budget.

Please include a list of new job titles and a brief description of education, duties, and hours to be work per week.

designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) set forth by the Federal Emergency Management Agency (FEMA)) at 100% of Replacement Value for such real and personal property, improvements and betterments or the maximum amount available under the National Flood Insurance Program. The State of Connecticut shall be listed as a Loss Payee.

(B) Additional Insurance Provisions

(1) The State of Connecticut Department of Economic and Community Development, its officials and employees shall be named as an Additional Insured on the Commercial General Liability policy. Additional Insured status is not required for items (A)2 through (A)7 above.

(2) Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.

(3) Applicant shall assume any and all deductibles in the described insurance policies.

(4) Without limiting Applicant's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.

(5) Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a Best Rating of A-, VII, or equivalent or as otherwise approved by DECD.