



**Preservation Next  
California Academy Cohort**

**Call for Applications**

**2022**

Call for Applications Issue Date: August 29, 2022

Submission Deadline for Application: September 30, 2022

The first version of this application was published on 8/31/2022. The application has been amended on 9/1/2022 to include additional information about grant eligibility for prospective non-profit and for-profit Cohort member on pg. 4 and guidance for participating Cohort members who may qualify third-party consultants on pg. 5.

## Overview - Enterprise Community Partners and Preservation Next

Enterprise is a national nonprofit that exists to make a good home possible for the millions of families without one. We support community development organizations on the ground, aggregate and invest capital for impact, advance housing policy at every level of government, and build and manage communities ourselves. Since 1982, we have invested \$44 billion and created 781,000 homes across all 50 states – all to make home and community places of pride, power and belonging. Join us at [enterprisecommunity.org](http://enterprisecommunity.org).

[Preservation Next](#) is a national program that supports the preservation of affordable small- to medium-multifamily homes (SMMF)\* at-risk of being lost to rising rents, deterioration, and destabilization and seeks to protect residents from eviction and displacement. Preservation Next will catalyze and support local preservation and housing stability efforts by delivering a national SMMF Preservation Toolkit and Preservation Academy, paired with technical assistance, grant support, and capital products to assist developers and property owners in stabilizing the nation’s existing stock of affordable homes and the families that depend on them.

\*Small- to medium- multifamily properties are defined as having 2-4 or 5-49 units.

Preservation is the direct anti-displacement and housing affordability strategy that seeks to improve the financial stability, physical condition, and continued operations of existing affordable homes through acquisition, rehabilitation, and/or stabilization of existing property owners and residents.

## Preservation Next California Academy

### Academy and Cohort Overview

Enterprise Community Partners is launching its first Preservation Next Academy (Academy) in California on November 3, 2022. The Academy is a series of virtual, no-cost training and peer learning sessions designed to help developers and housing providers build their capacity to acquire, rehabilitate, and preserve affordable yet unsubsidized small to medium multifamily (SMMF) rental properties and stabilize the residents and communities that depend on this stock, with a focus on increasing the capacity of BIPOC led organizations and organizations advancing preservation and resident stability in communities of color. As part of this training series, Enterprise will bring in locally relevant experts and practitioners that have proven success in preserving SMMF properties.

In addition to the series of publicly available training sessions, Enterprise is excited to offer this application for participation in the California Preservation Next Academy Cohort, a specially targeted group of organizations that will receive additional training, grant resources, technical assistance, and peer learning opportunities (the “Cohort”)

Through this call for applications, Enterprise is accepting applications from organizations seeking to be a part of the California Preservation Academy Cohort. Up to ten Northern and Southern California organizations will be selected for participation.

Every organization/entity participating in the Cohort will have access to:

- Training and peer-learning sessions, including
  - A series of virtual training sessions covering SMMF preservation as described below
  - Additional Cohort workshop sessions in which participants apply tools and resources to their portfolio and existing projects
  - Local peer-learning and networking opportunities
  - Please note that Cohort members will be required to attend all cohort only sessions, as well as 7 public sessions as highlighted below.
- Resources, tools, and guidance to support SMMF preservation goals, activities, and projects specified in an Academy Action Plan (described below)
  - Grant funding
  - Access to funding towards individualized technical assistance

## **Academy Action Plans**

The Academy Action Plan will provide Cohort participants with a roadmap for their Academy participation, outlining priority areas of learning, challenges participants hope to address, and goals for SMMF preservation pipeline. Activities and goals listed in Academy Action Plans will determine how Preservation Next grants and technical assistance will be utilized for each Cohort organization. These plans are required and will be developed in partnership with Enterprise staff once an organization is selected to participate in the Cohort.

## **Grant Funding**

The program is being funded by both federal and private funds. Once an applicant is selected, Enterprise will advise the applicant which funding source will be used based on the eligibility criteria of the federal funding (see e.g., Appendix A regarding eligibility). If the federal source applies, then the grantee must also comply with all federal regulations and other requirements (see, e.g. Section 4 Federal Provisions). In either case, the standard for all eligible costs will be the federal standard (see, e.g., Appendix B – Eligible Costs).

Organizations/entities selected to participate in the Cohort will be eligible to receive up to \$35,000 in awarded grant funding to support staff time and/or activities related to SMMF preservation pipeline activation (expenses must be eligible under HUD’s Section 4 capacity building program). Please refer to Appendix B for more information on eligible expenses. Please note that grants will be reimbursement based. A primary goal of this funding is to activate pipeline and achieve unit preservation through support of organizational capacity building. It is anticipated that grants will be executed by Q1 2023.

Grant activities may include:

- Business planning for SMMF preservation
- Market and feasibility study

- Site evaluation and property identification
- Financial feasibility analysis
- Project management and development support
- Capital/physical needs assessment
- Energy efficiency and/or resilience audit
- Property management or asset management planning
- Organizational capacity building and training

## **Technical Assistance**

Cohort participants may request additional funds for targeted technical assistance in alignment with their Academy Action Plan and needs stated on their cohort application. These funds are to be utilized to cover consulting expenses.

Technical assistance dollars will be distributed directly to the Cohort member in addition to their grant funding, and the use and amount will be determined after Cohort selection in partnership with the Cohort member. Cohort members are required to request technical assistance and dollars and must be tied to a specific need to be met by a qualified consultant, as identified by the Cohort member. Cohort member will select and contract with a consultant directly. Enterprise will not vet or contract with consultants on behalf of a Cohort member nor have any liability for the work product of the consultant. It will be the Cohort member's responsibility to analyze the qualifications of the consultant and, if the consultant is a licensed professional, to verify all licenses, insurance, or other applicable certifications for the consultant.

Potential Areas of Focus for technical assistance may include but are not limited to:

- **Project Identification and Feasibility Analysis.** Utilizing data and tools to understand, evaluate, and identify future acquisition opportunities, including financial feasibility.
- **Energy Efficiency and Sustainability.** Navigating local and state programs, guidance developing energy audits, green capital needs assessments (CNAs), and resilience interventions, and implementing recommended improvements.
- **Health Action Plan.** Partnering with a public health professional to analyze health data, engage residents, and develop strategies to promote health.
- **Property Management.** Developing an internal property management strategy.
- **Business Planning.** Creating a long-term organizational plan to undertake SMMF preservation.

## California Preservation Academy Session Descriptions

The Academy's **public training sessions** will be open to developers, affordable housing operators, and housing providers interested in or actively pursuing acquisition and preservation of SMMF properties; existing SMMF owners and operators looking for strategies to stabilize their portfolio; and practitioners and advocates interested in learning more about the preservation development process. Sessions are anticipated to occur approximately every two weeks, for 1.5-2 hours.

*The number, dates, and content of these Preservation Next Academy trainings listed below may be subject to change.*

**Preservation Academy Kickoff – November 3, 2022 10 AM PT.** This session will set the stage, providing participants with an overview of the Academy including goals and session topics, as well as presenting the issue of SMMF preservation and making the case for its importance. We will also introduce Enterprise's Preservation Toolkit, providing an overview of content and resources, as well as present case studies of SMMF preservation from Northern and Southern California. **(Required for Cohort Members)**

**Preservation Deals: Organizational Sustainability and Business Planning – November 17, 2022 10 AM PT.** This session will provide participants with tools needed to develop a preservation business plan and sustainable strategy for their organization and portfolio. The session will present challenges and thresholds for considering SMMF acquisition, rehabilitation, and operations and will also introduce different SMMF preservation business models. This session is followed by a cohort-only session. **(Required for Cohort Members)**

**Acquisition, Property Identification, and Evaluation of SMMF Properties – December 1, 2022 10 AM PT.** This session will highlight strategies and tools to effectively identify, evaluate, and acquire SMMF properties based on property-, community-, and market-based considerations. During this session, we will use an evaluation framework to assess potential acquisition deals and hear from a local developer or nonprofit organization about successful SMMF acquisitions.

**Financing – December 15, 2022 10 AM PT.** This session will provide an overview of local and national financing resources to support a preservation project, guide partners through a proforma/financial modeling exercise to evaluate a project's financial feasibility and highlight strategies to meet financing gaps and preserve affordability. This session is followed by a cohort-only session. **(Required for Cohort Members)**

**Navigating Rehabilitation of SMMF Properties – January 12, 2022 10 AM PT.** This session will provide an overview of factors that may impact rehabilitation and long-term success of a preservation project, including the unique rehabilitation needs of SMMF buildings, local building and zoning regulations, and effective engagement of existing residents. We will hear from a local contractor or developer who has experience rehabilitating SMMF properties. **(Required for Cohort Members)**

**Sustainability, Resilience, and Health Considerations for SMMF Preservation – January 26, 2022 10 AM PT.** This session will dive into considerations in Sustainability, Resilience and Health in the California context, including climate resilience and environmental factors. This session is followed by a cohort-only session. **(Required for Cohort Members)**

**Preservation Development Models – February 9, 2022 10 AM PT.** This session will dive deeper into potential preservation models, providing an overview of traditional rental models, joint ventures (JV), shared equity, and community ownership models.

**Community Land Trusts and Preservation – Special Session – February 23, 2022 10 AM PT.** This session will focus on the engagement of community land trusts (CLT) in SMMF preservation in California, including an overview of the CLT model, financing structures and their inclusion of residents in the long-term ownership plan.

**Policy and its Impacts on Preservation and Housing Stability – March 9, 2022 10 AM PT.** This session will provide an overview of how the policy landscape can impact the preservation of SMMF buildings and help stabilize the residents who live in them, including key local, state, and national policies. This session will also highlight case studies and best practices and ways partners can promote policies that create a better enabling environment for preservation and housing stability.

**Property and Asset Management – March 23, 2022 – 10 AM PT.** This session will provide an overview of property management models that minimize operating costs, asset management to improve the long-term financial health of SMMF properties, and eviction prevention best practices that keep residents stably housed. This session is followed by a cohort-only session. **(Required for Cohort Members)**

**Housing Stability and Eviction Prevention – April 6, 2022 – 10 AM PT.** Participants will gain an understanding of the critical role eviction prevention interventions play within the preservation process and strategies to promote housing stability for residents living in SMMF properties. **(Required for Cohort Members)**

The Academy's **Cohort-only training sessions** will be closed sessions following four public training sessions. These sessions will be required for the organizations selected to participate in the Preservation Academy Cohort and will include access to additional tools, resources and guidance.

## Cohort Eligibility and Program Requirements

### Organizational Eligibility

**Organization type** – Applicants may be a 501c3 nonprofit organization or a for-profit entity that prioritizes the preservation of small- to medium- multifamily affordable housing and seeks to increase their capacity in this space.

**Geographic focus** – Cohort applications may only be considered from organizations and entities within Los Angeles, Orange, San Diego, Riverside, San Bernardino, Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

### **Participation Requirements**

- Staff time dedicated from appropriate staff, which may include organization leadership, real estate development, asset management or property management staff.
- Participation in all Cohort-required Preservation Academy training sessions beginning in November 2022. There is no limitation as to the number of people within the Cohort member’s organization who can participate in the Academy, but at minimum one person must participate in each Cohort-required training session.
- Development of an Academy Action Plan in consultation with Enterprise and quarterly reporting on this action plan in alignment with grant funding.
- Quarterly engagement with Enterprise on the Academy Action Plan and associated grant deliverables.
- Engagement with technical assistance TA providers if TA technical assistance is requested.
- Internal coordination and communication with Enterprise as needed.
- Participation in Enterprise’s evaluation to measure the impact of the program on the Cohort member as well as collect lessons learned for future work.

### **Program Terms**

- Program Period of Performance:
  - Academy Sessions will be delivered from November 2022 through April 2023 - Cohort members must commit to attending all sessions (in the event a session is missed, recordings will be provided).
  - Grant Periods of Performance are anticipated to be 9-12 months, commencing in Q1 2023.
  - Technical assistance is expected to be accessed over a 6-to-9-month period from Q1 2023 – Q3 2023 via provided separate grant funding.
- Cohort participants are expected to remain engaged with Enterprise Community Partners for the full period of performance, which will include periodic grant check-ins, grant reporting to accompany disbursement requests, and evaluation efforts. In addition:
  - Reporting – Participants will be required to provide information that supports Enterprise’s evaluation of the impact of the Preservation Next Academy. The bulk of this participation will take the format of training evaluations, post-training surveys, etc.,



along with end of term grant reports. Every effort will be made to minimize the time and effort required by participants.

- Work Products – Any work products (i.e., reports, RFPs, etc.) developed through the provided Technical Assistance will remain the property of the cohort participant but must be shared with Enterprise.

## Submission Requirements and Evaluation Criteria

### Submission Materials

Applicants must address each of the following areas via [SlideRoom](#):

<https://enterprise.slideroom.com/#!/permalink/program/68403>

### Organization/Entity Information

1. Organization/Entity Name
2. Primary Contact Name
3. Primary Contact Title
4. Mailing Address (mailing and physical location, if different)
5. County where located
6. Number of Congressional district where applicant is located
7. Contact Email
8. Contact Phone
9. Organization/Type of Entity/Entity Tax ID

### Required Templates and Forms

Applicants are required to complete and upload the following templates provided by Enterprise as part of their [SlideRoom](#) proposal submission. Click on each description below to download the required templates.

1. [Budget Template](#) (Exhibit A) – Upload in Excel
2. [Organizational Document Checklist](#) (Exhibit B) – Upload in Excel.
3. [Your organization/entity's current SMMF portfolio](#) (Exhibit C) – Upload in Excel.

These templates may also be found here: <https://www.enterprisecommunity.org/blog/apply-now-california-preservation-academy-cohort>

In addition to the above documents, the following attachments must be submitted in SlideRoom as part of the proposal submission (if applicable):

- 501c3 Letter of Determination - If the applicant has tax exempt status, applicants must have 501c3 status at the time the proposal is submitted. A pending application to secure 501c3 nonprofit status will not be accepted as a substitute.
- IRS W-9 – Must be completed and signed.
- Validation of Active SAM Registration and No Active Exclusion Records – Applicants must provide a copy of their SAM registration with their application, as applicable. The pdf export of the Applicant's SAM record or a screenshot of the record are acceptable forms of validation.
- Certificate of Good Standing - A Certificate of Good Standing, also called a "Certificate of Existence" or "Certificate of Authorization," is a state-issued document that shows that your organization has met its statutory requirements and is authorized to do business in that state.
- Most Recent Audited Financials - If Audited Financials are not available, Enterprise will also accept (1) financial reviews conducted by a Certified Professional Accountant (CPA) who is independent of the applicant organization or (2) IRS 990
- Single Audit (as applicable). Any non-federal entity that expends more than \$750,000 in federal award funds during its fiscal year is required to obtain a Single Audit (or Program-specific Audit, if applicable.)

Note: Applicants who are **current** Enterprise Section 4 grantees are not required to provide these attachments. Please reach out to Sara Haas, Senior Director, at [shaas@enterprisecommunity.org](mailto:shaas@enterprisecommunity.org) if you have provided this information for another Section 4 grant.

Please respond to these questions in [SlideRoom](#) (no more than approximately 150-300 words per question. See SlideRoom for more details):

1. Please describe the organization's/entity's mission, length of existence, staff experience, characteristics of its Board of Directors
2. Please share an overview of your organization's approach to small- to medium-multifamily preservation.
3. Please describe the actions your organization/entity has taken to reduce racial disparities in housing outcomes as part of your preservation strategy, and plans you have to take additional actions.
4. Please identify 1-3 goals for your organization's/entity's participation in the Preservation Academy, highlighting how participation will increase your capacity to preserve SMMF affordable properties.
5. Please outline your organization's/entity's current SMMF portfolio, including 1) Number of properties 2) Number of units total and within each property, 3) Target populations served. Upload in Excel format.
6. How many SMMF properties and units have you preserved in the last five years?

7. Does your organization/entity have plans for increasing your SMMF portfolio through acquisition? Please describe the scale of your plans for acquisition, including property and unit goals, as well as geographic priorities. Please note any current active preservation deals.
8. What are the top 3 challenges you or your organization have faced in SMMF preservation? Please select from the below:
  - Access to Capital
  - Competition for acquisition opportunities
  - Physical condition of properties
  - Occupied rehab
  - Resident relocation
  - Property management
  - Limited staff capacity
  - Other: please note
9. Are you interested in requesting funding to access additional technical assistance? If so, what are the specific anticipated technical assistance needs your organization will seek under the TA portion of the Preservation Academy? Select all that apply.
  - Property Identification and Feasibility Analysis
  - Energy Efficiency and Sustainability
  - Health Action Plan
  - Business Planning
  - If other, please explain
10. Please provide a detailed description of how the grant funding will be used, noting Section 4 eligible uses below. Please note that grant activities will be finalized with development of the Academy Action Plan.
11. Are there particular preservation related topics that are not being currently covered by the Academy sessions (see session descriptions on page 3 & 4) that you would like to see incorporated? If yes, please describe.
12. Please list the staff and/or team members who will be attending the Preservation Academy. Please note that each participating organization should identify at minimum 1 staff person who will participate in all required sessions.

## **Selection Criteria**

Up to 10 organizations/entities will be selected to participate in the 2022 California Preservation Academy Cohort. Organizations will be evaluated on the following characteristics:

- Organizational capacity to pursue preservation of unsubsidized affordable small to medium multifamily rental housing (30 points)
- Alignment of goals for participation in the Preservation Academy with Preservation Next priorities. (20 points)
- Staff capacity to successfully complete the Preservation Academy training and dedicate time to make progress towards SMMF preservation goals outlined in an Academy Action Plan (described above) (20 points)
- Culturally Responsive Organization/entity with a commitment to reduce racial disparities and advance equitable housing outcomes for underrepresented groups (20 points)
- Complete application materials (10 points)

## How to Apply

### Submission Instructions

Applications should be submitted electronically on Slideroom **by 5 PM PT on September 30, 2022**. Slideroom is the application system being used for this Call for Applications. Applicants must create an account in SlideRoom prior to submitting the application. Register here:

<https://enterprise.slideroom.com/#/login/register>

Once registered, applicants must answer all questions and upload the required documents to successfully apply.

SlideRoom automatically saves your work as you go. That means that even if you lose your internet connection or have computer problems, your work will be saved. You can log in and out as many times as you need to complete your application. However, once you submit your application you cannot go back to make any edits.

Applicants are encouraged to read the entire RFP and register for an account in SlideRoom early in the process to understand requirements and submission details. Technical problems with SlideRoom may be directed to [support@slideroom.com](mailto:support@slideroom.com)

### Notification of Selected Applicants

All applicants will be notified of selection by October 7, 2022. Please note that the first training session will be held Thursday, November 3 at 10 AM PT.

## Questions

Any questions on the call for applications process can be directed to: Sara Haas, Senior Director, at [shaas@enterprisecommunity.org](mailto:shaas@enterprisecommunity.org). General questions on application process or federal requirements may be submitted to [storsell@enterprisecommunity.org](mailto:storsell@enterprisecommunity.org) and technical questions regarding the LOI submission in SlideRoom may be submitted to [support@slideroom.com](mailto:support@slideroom.com)

## Section 4 Grant Guidelines

### Appendix A – Eligibility Requirements

#### HUD Section 4 Program – Eligible Organizational Types

Section 4 Capacity Building grant funds are limited to CDCs and CHDOs as defined by the Section 4 program.

A **CDC** is a 501(c)(3) nonprofit organization that undertakes eligible Section 4 Capacity Building Program activities and that meets these qualifications:

- Is organized under federal, state or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation;
- Is governed by a board of directors composed of community residents, business, and civic leaders -- this includes faith-based community development corporations;
- Has as its primary purpose the improvement of the physical, economic or social environment of its geographic area of operation by addressing one or more critical problems of the area, with particular attention to the needs of persons of low income;
- Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization;
- Has a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 (26 CFR 1.501(c)(3)-1);
- Has standards of financial accountability that conform to 24 CFR (Code of Federal Regulation) 84.21, Standards for Financial Management Systems;
- Is not an agency or instrumentality of a state or local government;
- For urban areas, “community” may be a neighborhood or neighborhoods, city, county or metropolitan area; for rural areas, it may be a neighborhood or neighborhoods, town, village, county or multi-county area (but not the entire state).

A CDC that does not qualify under the definition above may also be determined to qualify as an eligible entity if:

- It is an entity organized pursuant to section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)), including those which are profit making; or
- It is a Small Business Administration (SBA) approved Section 501 State Development Company or Section 502 Local Development Company, or a SBA Certified Section 503 Company under the Small Business Investment Act of 1958, as amended: or
- The recipient demonstrates to the satisfaction of HUD, through the provision of information regarding the organization’s charter and by-laws, that the organization is sufficiently similar in purpose, function, and scope to those entities qualifying under definition above.

- It is a State or locally chartered organization; however, the State or local government may not have the right to appoint more than one-third of the membership of the organization's governing body and no more than one-third of the board member may be public officials or employees of the State or local government entity chartering the organization. Board members appointed by the State or local government may not appoint the remaining two-thirds of the board members.

**Note:** Membership organizations are not eligible to apply under this funding opportunity. Enterprise defines membership organizations as, “an organization where each member is an entity, not an individual, that has membership rights in accordance with the provisions of its articles of incorporation or bylaws.” Typically, membership organizations have a roster, incentives, and process for membership.

Membership organizations whose primary missions are to engage and strengthen member organizations without also having a primary purpose to carry out community or economic development activities themselves are not eligible to apply.

Membership organizations that have reviewed the eligibility criteria under this RFP and chose to apply will be evaluated on a case by case basis.

A **Community Development Housing Organization (CHDO)** is defined in the HOME Investment Partnerships Program (HOME Program) regulation at 24 CFR 92.2. The HOME Program is authorized by the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq.

Additional information about CHDOs and obtaining CHDO status can be found at <https://www.hudexchange.info/home/topics/chdo/>

### **Enterprise Community Partners – Additional Eligibility Requirements**

Enterprise also requires that Applicants have appropriate and demonstrated staff capacity to successfully perform the proposed activities. **Demonstrated Staff Capacity is defined as** Staff – either full-time, part-time and/or contract employees – must have experience relevant to the proposed project or program and are responsible for the day-to-day organizational duties for the project and beyond.

An Applicant may not rely solely on volunteers, donated staff, board members or consultants to meet the capacity requirement.

## Appendix B - Eligible Section 4 Grant Activities & Allowable Costs

### a. Eligible Activities

Grant funds must be used to enhance the technical and administrative capabilities of CDCs and CHDOs. Grant funds may be used for predevelopment assistance or other financial assistance to CDCs and CHDOs to carry out community development and affordable housing activities that benefit low-income families and persons (80% AMI or below)

### b. Allowable Costs

Enterprise is one of three (3) intermediaries under the HUD Section 4 Capacity Building Program along with Local Initiatives Support Corporation (LISC) and Habitat for Humanity International. Applicants that have received funding and/or have pending proposals with LISC or Habitat for Humanity International will not receive funding for the same activities/costs under this funding opportunity. It is the responsibility of the Applicant to retract pending proposals or decline funding from other intermediaries if funding is requested for the same costs or activities before accepting a grant award from Enterprise. Failure to do so may jeopardize the Applicant's ability to receive current and future funding from Enterprise.

All expenditures must be allowable, allocable and reasonable in accordance with the applicable Federal cost principles.

Pursuant to the Federal Grant Agreement, grants shall be governed at 2 CFR 200 (for State, Local and federally recognized Indian Tribal Governments, Higher Education, Hospitals and other Non-Profit Organizations). Refer to the following applicable Federal cost principles for more information: [ecfr.gov](http://ecfr.gov)

### c. Examples of Eligible Activities and Allowable Costs

Common examples (but not an exhaustive list) of capacity-building activities that can be funded include the following costs.

- **Staff Salaries** – for existing staff members or new staff members, which can include fringe benefits.
- **Consultants** – for capacity-building activities that fall within the program areas of the RFP. Organizational/financial assessments are some examples of eligible consultant activities. However, consultants shall be chosen through full and open competition and must possess the ability to perform successfully under the terms and conditions of the proposed activity with price and other factors considered. Consultant pricing shall be fair, reasonable and comparable to pricing of other entities providing similar services. Award funds may not be used, directly or indirectly, to pay or provide reimbursement for payment of the salary of a “high rate” contractor at more than the “unloaded” hourly equivalent of the rate paid for the OPM General Schedule Grade 15, Step 10 (based on the locality of the consultant,

contractor, or subrecipient’s primary work address), or those with a “fully-loaded” rate greater than \$150 an hour, without prior written approval.

- **Staff or Board Training** – topics can include housing development, financial management, economic development, asset management, board development or technology delivered through seminars/workshops or by a consultant.
- **Computer Software/Hardware** – or other essential technical equipment. These costs may require additional reporting requirements in accordance with Federal Regulations.
- **Other Professional Services** – as required for project/portfolio or financial planning.

Grant funds **may not** be used for the following costs:

- Ongoing business expenses or organization costs defined as rent, telephone bills, insurance, etc.
- Direct and indirect construction costs.<sup>1</sup>
- Expenses for new lines of business or start-up costs, including staff and consultant fees related to these efforts.
- Fundraising activities.
- Dues for lobbying activities.
- Bad debts.
- Contributions and donations.
- Entertainment costs, including amusement, diversion, social activities and alcohol.
- Policy or advocacy costs intended to influence legislation.
- Giveaways/prizes, incentives, stipends.
- Fines, penalties and judgments.
- Interest and other financing costs.
- Investment costs.
- Capital expenditures or land acquisition.
- Costs of idle facilities.
- Housing & personal living expenses.
- Contingency reserves.
- Other costs pursuant to program or regulatory requirements.

#### d. Administrative Requirements

Applicants that receive a Recommendation of Award from Enterprise, should be aware of the requirements associated with the grant.

Applicants and Awardees should be aware of the following:

- **Executed Grant Agreement** – Enterprise cannot finalize grant commitments until the conditions of the award are satisfied and a grant agreement is executed (signed) by Enterprise and the Grantee organization.

---

<sup>1</sup> Use of grant funds must comply with HUD’s environmental regulations in 24 CFR Part 50. Project must have approval from the local HUD field office to use funds for direct or indirect construction costs or other costs as required by 24 CFR Part 50.



- **Cost Reimbursement** - All grants are awarded on a cost reimbursement basis; grant disbursements occur after expenses have been incurred. All Grantees are required to submit an activity report documenting their work to date with the disbursement request. Additionally, some Grantees will be required to submit documentation supporting the expenses being invoiced.
- **System for Award Management (SAM) Registration** – Awardees and all subcontractors and consultants engaged by Grantees through this award must be registered in SAM. SAM must remain active throughout the lifecycle of the grant, and Awardees must provide verification that they have an active account in SAM before Enterprise will issue a grant agreement. Verification must include a Unique Entity ID (UEI) and the date the account is active through. The UEI will be requested in, and assigned by, SAM- <https://sam.gov/content/home> In addition, grantees must not have active exclusions or delinquent federal debt and may not be currently debarred, suspended, proposed for debarment or declared ineligible for awards by any federal agency.
- **Organizational Document Checklist**– Applicants are required to complete the Organizational Document Checklist. If selected for an award they may be required to provide supporting documentation to ensure they have the systems and internal controls in place to successfully manage federal funds. This request is based on federal requirements contained in 2 CFR 200 which requires Enterprise to review and evaluate the risk associated with potential Grantees prior to making awards. If deemed necessary, Grantees may be required to participate in an organizational assessment as well as subsequent program audits. Enterprise will not issue a grant agreement until all documentation has been submitted and the assessment review has been completed.
- **Good Standing** – Awardees must be in good standing within their state of incorporation. As part of the application process, Applicants must upload a copy of their current Certificate of Good Standing.
- **Performance on Past/Current Grants from Enterprise** - Any current or previously received grants, loans or contracts from Enterprise must be in good standing. For the purposes of this guide, good standing means that current Grantees are incurring costs and requesting reimbursement in a timely manner, communicating with Enterprise as soon as any shifts in scope or budget are identified, and responding to all requests by stated deadlines. For grants that have ended, all close out reports must be submitted, completed and on file. For contracts and loans, this means that consultants and borrowers must be in compliance with the regulations governing the use of federal funds.
- **Federal Provisions** – Included in all grant agreements, this document explains the administrative standards and provisions that the grant is governed by. Grantees must sign the Federal Provisions along with their signed Grant Agreement.
- **Federal Funding Accountability and Transparency Act (FFATA)** – As applicable, Grantees must comply with FFATA and provide necessary information to enable Enterprise to comply with FFATA reporting requirements. Please visit <http://www.fsr.gov> for more information.

- **Reporting** – Grantees are required to provide an Activities Report with each disbursement request detailing the progress made against proposed activities and measurable outcomes. At the close of the grant, a Case Study, Production Tracker, Match if available, Backup documentation, Close Out documents, and any deliverables created as a result of the award.
- **Match** - The Section 4 program requires Enterprise to raise match from private sources for every dollar of Section 4 funds spent. Enterprise in turn requests that Grantees demonstrate their ability to provide matching dollars at a 3:1 ratio to assist Enterprise in meeting this requirement. See Appendix C for additional information.
- **Dedicated Staff Contacts** – Grantees are required to meet (in-person or via phone) with Enterprise staff to finalize the grant agreement before the agreement is executed. Additionally, to ensure good communication and consistent project progress, periodic meetings will take place with dedicated grant management and programmatic staff.
- **Work Products** – For our records, we request that any work products (i.e. reports, work plans, etc.) developed through grant funding be shared with Enterprise at the end of the grant term.
- **Sharing Knowledge with the Field** –Grantees may be asked to participate in a webinar, conference call, panel discussion, or other activity to share outcomes from their grant award with the field. It is our expectation that Grantees participate when possible.

## Appendix C – Match Guidance

The Section 4 program requires Enterprise to raise match from private sources for every dollar of Section 4 funds spent. Enterprise in turn requests that grantees demonstrate their ability to provide matching dollars to help satisfy this requirement.

Match reflects private-sector dollars received by the grantee to **support the same project or program being funded with this grant**. Eligible private-sector funds include donations from individuals, foundation and corporate grants, or tenant portion of rents collected, as they relate to the grantee’s work plan. It is important to note that loans, equity investments, or developer fees associated with projects that are directly funded by Enterprise, LISC/NEF, or Habitat for Humanity, including syndication of tax credits or loans, **cannot** count as match. However, loans, equity, or developer fees may be used from projects that are not directly financed by Enterprise, LISC/NEF, or Habitat for Humanity, provided they support the same project or program being funded with this grant.

*Acceptable Match is:*

- Privately sourced. Funds must be verifiable from the recipient's records (e.g., backed up by check copies and bank deposit statements).
  - Not included as match for any other federally assisted project or program.
  - Connected to the efficient accomplishment of project or program objectives as defined in the grant scope of work.
  - Allowable under the applicable cost principles as stated in 2 CFR 200 (Subpart E).
  - Received and utilized before the close of the grant period of performance.
- \* Funds from public sources, even if they are non-federal (such as funds from cities, states or housing authorities, HOME, CDBG funds) are not eligible.**

*Examples of Acceptable Match Funds and Required Backup Documentation*

Acceptable Match Example	Required Backup Documentation
<b>Individual Donations</b>	Legible copy of check
<b>Foundation and Corporate Grants</b>	Grant Award letter or executed Grant Agreement AND copy of the check

<p><b>Developer Fees</b></p>	<p>Third party verification that the funds being used are privately sourced. A signed agreement between the parties must be submitted and must identify the investor or equity contributor and clearly confirm that the investment is privately sourced. Limited Partner is NOT the same as an Investor, usually a Limited Partner Agreement (LPA) will show the investor(s).</p> <p>AND</p> <p>Documentation showing the receipt of funds must also be submitted (such as a copy of the check or highlighted bank statement or wire receipt).</p>
<p><b>Line of Credit (to the extent funds have been drawn)</b></p>	<p>Copy of the executed loan agreement AND highlighted bank statement or wire receipt.</p>
<p><b>Operational Revenue, such as tenant rent or management fees (as it relates to the grantee's scope of work)</b></p>	<p>Rent rolls that differentiate the tenant portion and subsidy. Subsidies are NOT eligible match. Rents must have been received. A summary of charges is not acceptable evidence of match.</p>
<p><b>Loans, equity or developer fees from projects not directly financed by any of the Section 4 intermediaries (Enterprise, LISC, Habitat) and privately sourced.</b></p>	<p>Construction loan agreement or tax equity syndication letter AND highlighted bank statement or wire receipt.</p>
<p><b>Land acquired (rare)</b></p>	<p>Donation - Proof of how the value of the land was determined such as an appraisal document and proof of the title passing.</p> <p>Purchase – Settlement statement or proof that land is from a private entity, evidence of ownership by the CDC, acquired within the grant period of performance, and an appraisal by a certified independent real estate company at the time of sale.</p>

## **SECTION 4 FEDERAL PROVISIONS**

### **ADMINISTRATIVE REQUIREMENTS**

Pursuant to the Federal Grant Agreement, unless excepted under 24 CFR chapters I through IX, this grant shall be governed by 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

The Code of Federal Regulations (CFR) can be found at: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/).

### **ALLOWABLE COSTS**

The Grantee will be paid only for allowable, allocable and reasonable costs incurred in the performance of this award in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

### **FLOW DOWN PROVISIONS**

Grantee is required, to the extent feasible, to include provisions to carry out the purpose of the Federal Grant Agreement in all contracts of employment with persons who perform any part of the work under this Grant, and with all contractors or other persons or organizations participating in any part of the work under this Grant.

### **HIGH RATE CONTRACTORS AND CONSULTANTS**

Section 4 program funds may not be used, directly or indirectly, to pay or provide reimbursement for payment of the salary of a consultant or a contractor at more than the daily equivalent of the rate paid for the level IV of the Executive Schedule, without prior written approval from Enterprise and HUD. For more information on the Executive Schedule, please see the Office of Personnel Management (OPM) website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level>. If the grantee believes there is sufficient need or cause for hiring a consultant or contractor at a high rate, it may submit a request to Enterprise and a written justification for review and consideration. In all cases, the grantee must receive approval from Enterprise and HUD before commencing any Section 4 program work with a high rate consultant or contractor.

### **DELIVERABLE PRODUCTS**

Grantee shall timely submit all required reports and other documentation to enable Enterprise to comply with its reporting requirements under the Federal Grant Agreement. Failure to submit required reports on time may jeopardize funding under the Federal Grant Agreement and therefore funding under the Grant.

## **COPYRIGHT**

- a. The Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the Federal Grant Agreement. HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes. Enterprise Community Partners, Inc. reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use any work developed by the Grantee under the grant agreement.
- b. The Grantee is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative agreements."

## **PRIVACY ACT OF 1974 (5 U.S.C. 552a)**

The Grantee is required to design, develop, or operate U.S. Housing & Urban Development (HUD) data subject to the Privacy Act of 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may result in criminal penalties and a fine of up to \$5,000.

- a) The Grantee agrees to:
  - 1) Comply with the Privacy Act of 1974 (the Act) and HUD rules and regulations issued under the Act in the design, development, or operation of a system of records on individuals.
  - 2) Include the Privacy Act notification contained in this grant in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act and
  - 3) Include this clause in all subcontracts awarded under this grant which requires the design, development, or operation of such a system of records.
- b) Any person who knowingly or willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be subject to criminal penalties under the Privacy Act and may be subject to prosecution under other statutes such as 18 U.S.C. § 494, §495, and §1001. In the event of improper use or disclosure of HUD data, the Grantee agrees to report the incident and to cooperate fully with HUD.

## **RIGHT TO AUDIT AND DISALLOW OR RECOVER EXPENDITURES**

Enterprise Community Partners, Inc., HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall be permitted to inspect and photocopy all books, accounting records, invoices, receipts, payroll records, personnel records, and any other project data and/or

records pertaining to all matters covered in the grant agreement. Such records and information must be made available during normal business hours at a reasonable location, and as often as the aforementioned officials deem necessary. Enterprise, HUD or U.S. Government officials must be permitted to make excerpts or copies of such records and data that are related in whole, or in part, to the executed grant agreement. HUD must keep any copies of the recipient's data and records in the strictest confidence allowed by law. Enterprise reserves the right to seek from the Grantee recovery of any expenditures found unallowable under the cost principles found in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits) or the provisions of the HUD Grant Agreement, based upon the final audit or any other special audits.

### **PRE-AWARD COSTS AND FEES**

Notwithstanding any other provision of this Agreement, Grantees may not collect funds for activities performed prior to the effective date of this Section 4 Grant. In rare cases, pre-award costs may be incurred prior to the effective date of the Section 4 Grant only to the extent that such costs would have been allowable if incurred after the date of the award and only with prior written approval from Enterprise to incur such costs.

Mandatory fees, interest, and profit are prohibited under this Section 4 Grant.

### **PROGRAM INCOME**

To the extent applicable, Grantee shall comply with the requirements and standards for program income as contained in 2 CFR 200.80. In addition, any program income derived as a result of the Grant shall be used to further eligible activities under the Grant.

### **ENVIRONMENTAL REVIEW**

Compliance with 24 CFR Part 50 or 58 procedures is explained below:

Individual project sites to be funded by awards under this Grant may not be known at the time the individual grant agreements are awarded and also may not be known when some of the individual sub-grants are made. Selection for funding does not constitute approval of individual project sites. After selection for funding, HUD will perform an environmental review of individual sites in accordance with 24 CFR Part 50, as applicable, when the sites are identified.

Therefore, in accordance with 24 CFR 50.3(h), the Grantee agrees to assist HUD in complying with 24 CFR Part 50, and will: 1) supply HUD with all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR Part 50; 2) carry out mitigating measures required by HUD or select alternate eligible property; and 3) not acquire, rehabilitate, convert, lease, repair, demolish or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received.

### **REAL PROPERTY ACQUISITION AND RELOCATION**

HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act or URA) (42 U.S.C. 4601-4655), and the government-wide implementing regulations issued by the Federal Highway Administration at 49 CFR part 24, unless the Uniform Act or other Federal law provides that it does not apply. The Uniform Act applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or federally-funded programs or projects. With certain limited exceptions, real property acquisition for a program or project that receives federal financial assistance from HUD must comply with 49 CFR part 24, subpart B.

To be exempt from the URA's acquisition requirements, real property acquisitions must satisfy the applicable requirements of 49 CFR 24.101(b)(1) through (5), commonly referred to as "voluntary acquisitions," which generally are those conducted without the threat or use of eminent domain. Records demonstrating compliance with these requirements must be maintained by the Grantee.

The relocation requirements of the Uniform Act, and its implementing regulations at 49 CFR part 24, cover any person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance. While there are no URA statutory provisions for "temporary relocation", the URA regulations recognize that there are circumstances where a person will not be permanently displaced but may need to be moved from a project for a short period of time. Appendix A of the URA regulation (49 CFR 24.2(a)(9)(ii)(D)) explains that any tenant who has been temporarily relocated for a period beyond one year must be contacted by the displacing agency and offered URA permanent relocation assistance. Some HUD program regulations provide additional protections for temporarily relocated tenants.

Before planning their project, applicants must review the regulations for the programs to which they are applying. Generally, the URA does not apply to displacements resulting from the demolition or disposition of public housing covered by Section 18 of the United States Housing Act of 1937. Individual NOFAs may have additional relocation guidance and requirements.

Additional resources and guidance pertaining to real property acquisition and relocation for HUD-funded programs and projects are available on HUD's Real Estate Acquisition and Relocation website at [www.hud.gov/relocation](http://www.hud.gov/relocation). Applicable laws and regulations, policy and guidance, publications, training resources, and a listing of HUD contacts are also available for applicants who have questions or are in need of assistance.

### **DAVIS – BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the Grantee must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Grantee must place a copy of the current prevailing wage determination issued by the



Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Grantee must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Grantee must report all suspected or reported violations to the Federal awarding agency.

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **CLEAN AIR ACT (42 U.S.C. 7401-7671q) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

Contractors and subgrantees with award amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **RELIGIOUS CONTROL OR INFLUENCE**

Section 4 Grantees must ensure that all activities undertaken pursuant to the executed grant agreement are free of religious control or influence, and that no monies, property, materials or services that are provided under the grant agreement are applied to religious establishment or purpose.

## **IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

Grantee shall take reasonable steps to ensure meaningful access to their programs and activities to LEP individuals. As an aid to recipients, HUD published Final Guidance to Federal Financial Assistance Recipients: Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) in the Federal Register on January 22, 2007 (72 FR 2732). LEP guidance and LEP information is available here: [Federal Register](#).

## **ACCESIBLE TECHNOLOGY**

Section 508 of the Rehabilitation Act of 1973, as amended (Section 508) requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology (EIT), that the EIT allows persons with disabilities to access and use information and data comparably to those without disabilities unless an undue burden would result to the Federal agency. HUD encourages its recipients to adopt the goals and objectives of Section 508 by ensuring comparable access whenever EIT is used.

## **EQUAL ACCESS TO HOUSING REGARDLESS OF SEXUAL ORIENTATION OR GENDER IDENTITY**

The Equal Access Rule at 24 CFR 5.105(a)(2) requires that a determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Furthermore, under 24 CFR 5.106, any recipient, sub-recipient, owner, operator, manager or service provider funded in whole or part by any Community Planning and Development (CPD) program may not deny equal access to programs, activities, services, or facilities based on a person's gender identity. Thus, the aforementioned parties must comply with 24 CFR 5.105(a)(2) when determining eligibility for housing assisted by HUD or insured by FHA and, and, in addition, with 24 CFR 5.106 when receiving assistance from CPD programs.

HUD's definitions of sexual orientation and gender identity are at 24 CFR 5.100. HUD's definition of family is at 24 CFR 5.403. (See other regulatory changes made through HUD's Equal Access Rules: Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity and amended by Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs, 81 Fed. Reg. 64763 (Sept. 21, 2016)).

HUD's Native American and Native Hawaiian programs are covered by the rule Equal Access to Housing in HUD's Native American and Native Hawaiian Programs – Regardless of Sexual Orientation

or Gender Identity, 81 Fed. Reg. 80989 (Nov. 17, 2016).

### **ENSURING THE PARTICIPATION OF SMALL DISADVANTAGED BUSINESSES AND WOMEN- OWNED BUSINESSES**

HUD is committed to ensuring that small businesses, small disadvantaged businesses, and women-owned businesses, and Labor Surplus Area Firms participate fully in the direct contracting and contracting opportunities generated by HUD's financial assistance. Recipients (except States) and subrecipients are required by 2 CFR

200.321 to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and Labor Surplus Area Firms are used whenever possible.

### **EQUAL PARTICIPATION OF FAITH-BASED ORGANIZATIONS IN HUD PROGRAMS AND ACTIVITIES**

HUD's regulations on the equal participation of faith-based organizations are at 24 CFR 5.109. On April 4, 2016, HUD amended 24 CFR 5.109 consistent with E.O. 13559, entitled Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations (75 Fed. Reg. 71319 (Nov. 22, 2010)). (See 81 FR 19355). These regulations apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise provided in the respective program regulations, or unless inconsistent with the respective program authorizing statute. These regulations provide, among other things, that a faith-based organization that participates in a HUD-funded program or activity retains its independence, and may continue to carry out its mission provided that it does not use direct Federal financial assistance to support or engage in any explicitly religious activities; an organization that engages in explicitly religious activities must separate those activities, in time or location, from activities supported by direct Federal financial assistance and participation must be voluntary; a faith-based organization that carries out programs or activities with direct Federal financial assistance from HUD must provide beneficiaries and prospective beneficiaries with a written notice of certain protections; beneficiaries and prospective beneficiaries may object to the religious character of an organization, upon which the organization must undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider; and an organization that receives Federal financial assistance under a HUD program or activity may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. ([See 24 CFR 5.109](#)).

### **EMINENT DOMAIN**

Section 407 of Div. K, Title IV of the Consolidated Appropriations Act, 2016 (Public Law 114-113) prohibits the use of funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use shall not be construed to include economic development that primarily benefits private entities. Use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve

the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118), will be a public use for Section 407 purposes.

## **ACCESSIBILITY FOR PERSONS WITH DISABILITIES**

For all HUD-funded activities:

- a. All meetings must be held and services provided in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not achievable, successful applicants must give priority to alternative methods of product or information delivery that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with HUD's implementing regulations for section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) at 24 CFR part 8, subpart C; and,
- b. All notices of and communications during all training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities or provide other means of accommodation for persons with disabilities consistent with section 504 of the Rehabilitation Act of 1973 and HUD's Section 504 regulations. Recipients must provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, sign language interpreters, accessible websites, and other electronic communications. [See 24 CFR Section 8.6; 28 CFR 35.160, 36.303.](#)

## **VIOLENCE AGAINST WOMEN ACT**

The Violence Against Women Reauthorization Act of 2013 amended the Violence Against Women Act of 1994 (VAWA) to provide housing protections for victims of domestic violence, dating violence, sexual assault, and stalking in many of HUD's housing programs. HUD's implementing regulations for VAWA are found in the applicable program regulations and 24 CFR Part 5, Subpart L, Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (collectively, the VAWA rule). The specific HUD programs that are subject to the VAWA rule are listed in the "covered housing program" definition at 24 CFR 5.2003. In general, the VAWA rule provides that an applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. The VAWA rule also requires the establishment of emergency transfer plans for facilitating the emergency relocation of certain tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. For the specific requirements of the VAWA rule, please refer to 24 CFR Part 5, Subpart L, and the applicable

program regulations.

## **CONDUCTING BUSINESS IN ACCORDANCE WITH ETHICAL STANDARDS**

### **Code of Conduct for Procuring Property and Services**

All Grantees under Federal awards must have a code of conduct (or written standards of conduct) for procurements that meets all requirements in 2 CFR 200.318(c).

### **Other Conflicts of Interest**

In all cases not governed by 2 CFR 200.317 and 200.318(c), all Grantees must comply with the conflict of interest requirements in the applicable program regulations. If there are no program-specific regulations for the award, the following conflict of interest requirements apply in all cases not governed by 2 CFR 200.317 and 200.318(c):

- i. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.
- ii. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (i) upon the recipient's written request and satisfaction of the threshold requirements in paragraph (iii), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph (iv).
- iii. *Threshold requirements for exceptions.* HUD will consider an exception only after the recipient has provided the following documentation:
  - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
  - b. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- iv. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:
  - a. Whether the exception would provide a significant cost benefit or an essential

degree of expertise to the program or project that would otherwise not be available;

- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (i);
- f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g. Any other relevant considerations.

Recipients must disclose in writing any potential conflict of interest to HUD.

### **CERTIFICATIONS AND ASSURANCES**

By signing this award document Grantee certifies the following:

1. Grantee has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this award.
2. Grantee will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Grantee will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of

the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Grantee will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
  - a) Federal Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity
  - b) 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"
  - c) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
  - d) Title IV and Title VII of the Civil Rights Act of 1974, as amended Americans with Disabilities Act of 1990 (42 U.S.C. 1201 *et seq.*)
  - e) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex;
  - f) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
  - g) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
  - h) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - i) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - j) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - k) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - l) Any other nondiscrimination provisions in the specific statute(s) under award is being made; and
  - m) The requirements of any other nondiscrimination statute(s) which may apply to the award.
7. Grantee will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation

in purchases.

8. Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Grantee will comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §§276a to 276a- 7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Grantee will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Grantee will comply with environmental standards which may be prescribed pursuant to the following:
  - a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - b) Notification of violating facilities pursuant to EO 11738;
  - c) Protection of wetlands pursuant to EO 11990;
  - d) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - e) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
  - f) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
  - g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - h) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Grantee will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Grantee will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Grantee will comply with P.L. 93-348 regarding the protection of human subjects involved



in research, development, and related activities supported by this award of assistance.

15. Grantee will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C.

§§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Grantee will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**Certification Regarding Debarment and Suspension.** Grantee certifies to the best of its knowledge that it, or any of its principal employees and officers:

1. Are not presently, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Within a three year period preceding this Grant, have not 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 Grant under a public transaction; or in 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph two of this certification; and
4. Within a three-year period preceding this Grant, have not had one or more public (federal, state or local) transactions terminated for cause or default.

**Certification of Payments to Influence Federal Transactions/Lobbying.**

1. Grantee shall comply with all requirements of Section 319 of the Department of the Interior and Related Agencies Appropriation Act for the Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment) and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a

member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

3. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant, the Grantee shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

**Certification of Drug-Free Workplace Requirements.**

Grantee certifies that as a condition of this award it will comply with the drug-free workplace requirements in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and with HUD's rule at [2 CFR Part 2429](#).

**Fair Housing and Civil Rights Laws.** Grantee certifies that it shall comply with all fair housing and civil rights laws, statutes, regulations and executive orders as enumerated in 24 CFR 5.105(a). Federally recognized Indian tribes must comply with the nondiscrimination requirements listed at 24 CFR 1000.12.

**Steps to Affirmatively Further Fair Housing.** Grantee certifies that the project(s) to be developed through the use of the Grant are part of the specific steps Grantee is undertaking to remedy discrimination in housing and to promote fair housing rights and fair housing choice.

**Lead-Based Paint Provisions.** Grantee certifies that, as applicable, it shall comply with the Lead Safe Housing Rule (specifically 24 CFR 25, subparts B, J, K, and R) and the Lead Disclosure Rule (24 CFR 25, subpart A).

**Economic Opportunities for Low-and Very Low-Income Persons (Section 3).** Grantee certifies that it shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and the HUD regulations at 24 CFR part 135, which require that, to the greatest extent feasible, that training, employment, contracting and other economic opportunities be directed to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons where a proposed project is located.

**FURTHER ASSURANCES**

Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment to the Grant Documents and such further materials, documents and instruments as may be required by Enterprise or HUD to comply with any existing or future federal regulations, directives, policies, procedures and other requirements, or further the general purposes of

the Grant.

**ORDER OF PRECEDENCE**

In the event of any inconsistency among the provisions of this Grant, the following order of precedence shall apply:

- a) The Grant Document
- b) the HUD Grant Agreement
- c) Uniform Administrative Requirements of 2 CFR 200

*As the official authorized to sign on behalf of Grantee, I bind the Grantee to the above agreements and hereby state that the above certifications are true and correct to the best of my knowledge and belief.*

**STANDARD TERMS AND CONDITIONS**  
**FOR GRANT AGREEMENT**

**Purpose of Agreement**

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in the Work Plan, which activities are in furtherance of Enterprise's exempt purposes, and set forth in Exhibit A (the "Work Plan").

**W-9 Form / Federal Tax Identification Number**

Grantee certifies that the W-9 previously submitted to Enterprise is the current W-9 for Grantee. Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Grantee hereby agrees to notify Enterprise immediately upon any change of any information submitted on Grantee's W-9 Form.

**Authorized Uses and Expenditures of Grant Proceeds**

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit B (the "Budget"). If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk and any costs related to such deviation are ineligible for reimbursement. Similarly, costs incurred by Grantee prior to the Effective Date are unauthorized and ineligible for reimbursement. Grantee shall not expend more than the amount allocated in the Budget without Enterprise's prior written consent. However, Grantee is permitted to make minor transfers to line items within the Budget aggregating up to and including 10% of the Grant Proceeds (the "10% Threshold") without the prior written consent of Enterprise. Notwithstanding the foregoing and for clarity, circumstances requiring prior written consent of Enterprise are further set forth in the section below entitled "Modifications and Amendments".

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

Grantee shall not use any portion of the Grant Proceeds to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.

**Confidential Information**

"Confidential Information" is information which either party to this Agreement (each, a "Party"), in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; fundraising materials, information regarding that Party's financial and strategic planning; Personally Identifiable Information (as defined herein);

information regarding either Party's staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. The Party receiving proprietary information will be referred to as the "Receiving Party" and the Party disclosing the information will be referred to as the "Disclosing Party." Both Parties can be a "Receiving Party" or a "Disclosing Party."

Each Party hereby agrees that it shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the Disclosing Party. Upon the request of the Disclosing Party, Receiving Party shall promptly deliver to Disclosing Party all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information.

For purposes of this Agreement, "Confidential Information" shall not include the following: (1) information which is or becomes publicly available without fault on the part of a Party; (2) information which is already in the Receiving Party's possession prior to the effective date of the Agreement and is not otherwise Confidential Information; (3) is independently developed by the Receiving Party outside the scope of this Agreement and without references to Confidential Information; (4) is rightfully obtained by the Receiving Party from third parties (other than Enterprise or Grantee) who are not known to the Recipient Party to be subject to a confidentiality obligation and does not otherwise constitute Personally Identifiable Information, or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, *provided, however*, that the Party served ("Party Served") with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other Party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement.

The provisions of this "Confidential Information" section shall survive beyond the Last Effective Date (as defined below).

### **Personal Information Protection**

Grantee represents that Grantee has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein) disclosed under this Agreement; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction.

"Personally Identifiable Information" shall be defined as any information pertaining to an individual that can be used to distinguish or trace a person's identity such as name, email address, home address and phone number. Personally Identifiable Information includes the following, it being understood that the list is not exhaustive and may be defined otherwise under the applicable jurisdiction:

- Social Security Number (SSN) —inclusive of the entire number or a truncated SSN such as the last 4 digits
- Driver's License Number or State ID Number
- Passport Number
- Alien Registration Number

- Financial account numbers
- Email addresses
- Phone numbers
- Image
- IP address
- Mother's maiden name
- Any such information as would reasonably be expected to have the same protection as the foregoing examples in Grantee's industry.

Grantee agrees to keep all Personally Identifiable Information physically within the borders of the United States. Grantee shall notify Enterprise within 48 hours if any Personally Identifiable Information has been the subject of a data breach.

### **Inspection; Right to Audit/Record Retention**

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with Grantee's staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection by Enterprise or its auditors. If, upon an audit, Enterprise determines in its sole discretion that Grantee has not properly used the Grant Proceeds, Enterprise may demand repayment of any and all Grant Proceeds that were not properly used.

### **Default and Remedies**

If Grantee fails to comply with any terms in this Agreement, Enterprise will notify Grantee of its breach and Grantee will have twenty (20) days from the date of the notice to cure the breach. A breach may include, without limitation, Grantee's failure to comply with the Work Plan, Grantee's unauthorized expenditure of the Grant Proceeds, or the default under any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Concurrent with the aforementioned notice, Enterprise may suspend and withhold disbursements of the Grant Proceeds until the Grantee satisfactorily cures the breach. In addition, Enterprise may require, and Grantee shall accept, technical assistance which Enterprise deems necessary to complete the Work Plan.

Enterprise may immediately terminate this Agreement upon conclusion of the twenty (20) day period if Grantee fails to cure the breach to the satisfaction of Enterprise.

In the event of termination by Enterprise, Enterprise may demand repayment of all or some of the Grant Proceeds based on the circumstances giving rise to the termination. In addition to the rights and remedies contained in this Agreement, Enterprise may at any time proceed to protect and enforce all

rights available to Enterprise by suit in equity, action at law or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

### **Nonwaiver**

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from

exercising any such right, power or remedy upon default at any later time or times.

### **Indemnification**

Grantee, intending to be legally bound, hereby expressly agrees and covenants to defend, hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant and results in injury to persons or damage or destruction to property to the extent that such claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties are caused by or arise of any act or omission of Grantee or of any of its employees or agents. The provisions of this section "Indemnification" shall survive beyond the Last Effective Date (as defined below).

### **Conflicts of Interest**

Except for approved eligible administrative and personnel costs to be paid to Grantee as shown in the Budget, none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure. By signing this Agreement, Grantee's signatory certifies that, to the best of his/her knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal actual or potential conflict for Grantee or any of its staff, and that Grantee has disclosed to Enterprise all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of Grantee. Grantee agrees that if an actual or potential conflict of interest is discovered after the effective date of this Agreement, Grantee will make a full disclosure in writing to Enterprise. The disclosure shall include a description of actions that Grantee has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict.

### **Relationship of the Parties**

Grantee is not an employee, partner, agent of or joint venturer with Enterprise for any purpose.

### **Acknowledgment of Funding**

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project. Any acknowledgement must list Enterprise as "Enterprise Community Partners, Inc.". Any use of Enterprise's logo must have prior written consent of Enterprise.

### **Compliance with Laws**

Grantee shall comply with the requirements of all laws, rules, regulations and orders of any governmental authority applicable to Grantee or the services being provided under this Agreement, including without limitation, the data privacy laws of any state in which Grantee shall have access to Personally Identifiable Information. Grantee shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on Enterprise.

### **Survival**

Notwithstanding the Period of Performance, this Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been fully disbursed in accordance with this Agreement; (b) the date that all work has been completed under the Work Plan and all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; or (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement ; (the last effective date to be referred to as the "Last Effective Date"). Notwithstanding the foregoing, certain sections of this Agreement as noted in the Agreement shall survive beyond the Last Effective Date.

### **Modifications and Amendments**

Both parties may amend this Agreement so long as any amendment that affects the rights and obligations of either Party is in writing and executed by both Parties. The following circumstances require prior written consent of Enterprise: (1) a change in the line items of the Budget that exceed the 10% Threshold, (2) an extension of the Period of Performance, (3) any additions, deletions or alterations of existing approved Work Plan activities (even if the cost of such activity change is under the 10% Threshold), or (4) significant changes to Grantee capacity to manage and implement the Work Plan and Grant Proceeds. If Grantee does not obtain prior Enterprise consent, any costs related to unauthorized personnel or activities shall be at Grantee's risk and borne by Grantee.

Administrative corrections that do not affect the rights and obligations of Grantee (such as corrections to addresses, emails or other such data) may be made by Enterprise without formal amendment but with notice to Grantee.



### **Delegation; Assignment**

Grantee shall not delegate any duties or assign any rights under this Assignment without the prior written approval of Enterprise. A delegation of duties will not relieve Grantee of any duty to perform or any liability for breach of this Agreement unless this Agreement is wholly assigned to another party with Enterprise approval of the assignment and the assignment documents.

### **Governing Law**

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

### **Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **Electronic Signature**

The use of an electronic signature (“E-Signature”) by any Party in executing this Agreement shall constitute the legal equivalent of a manual or handwritten signature as if the Party signed this Agreement in writing. No certification authority or other third-party verification shall be required to validate the Party’s E-Signature, and the lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature/s or this Agreement.