



**Preservation Next  
Southeast Academy Cohort**

**Call for Applications**

**2023**

Call for Applications Issue Date: July 26, 2023

Submission Deadline for Application: August 25, 2023

## Overview - Enterprise Community Partners and Preservation Next

Enterprise Community Partners, Inc. (“Enterprise”) is a national nonprofit that exists to make a good home possible for the millions of people without one. We support community development organizations on the ground, aggregate and invest capital for impact, and advance housing policy at every level of government. 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. For more information, see [enterprisecommunity.org](http://enterprisecommunity.org).

Enterprise’s Preservation Next is a national program that supports the preservation of affordable small-to medium- multifamily (SMMF) properties 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 and grant support to assist developers and property owners in stabilizing the nation’s existing stock of affordable homes and the residents that depend on them.

Enterprise’s Preservation Next program defines preservation as 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.

The Southeast Preservation Next Academy is part of the Preservation Next national program and will focus on preservation of unrestricted properties with 100 units or less and will address in more depth the unique aspects of preserving SMMF properties with 2-49 units.

## Preservation Next Southeast Academy

### Academy and Cohort Overview

Enterprise is launching its Southeast Preservation Next Academy (“the Academy”) in Metro Atlanta (Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, and Rockdale Counties) and South Florida (Miami-Dade and Broward Counties) in fall 2023. The Academy is a series of virtual and in person, no-cost trainings and peer learning sessions designed to help developers and housing providers build their capacity to acquire, rehabilitate, and preserve affordable yet unsubsidized SMMF rental properties and stabilize the residents and communities that depend on this housing stock. In addition to preserving the affordable housing stock, Enterprise aims to increase 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 Southeast 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 non-profit and for-profit developers seeking to be a part of the Cohort.

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-only workshop sessions in which participants apply tools and resources to their portfolio and existing projects
  - Local peer-learning and networking opportunities, including one in-person Preservation Next Convening
  - Please note that Cohort members will be required to attend all Cohort only sessions, as well as 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 – Grant funding will be based upon an Academy Action Plan and Budget developed in partnership with Enterprise for cohort members selected via this competitive process.
  - Access individualized technical assistance and/or professional services

## **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 and before a grant agreement is issued.

## **Grant Funding**

Organizations selected to participate in the Cohort will be eligible to receive between \$35,000-\$50,000 in awarded grant funding to support capacity building and activities related to SMMF preservation pipeline activation. The exact amount of grant funding will be determined with Enterprise and finalized in a grant workplan and agreement. Funding is not guaranteed until grant execution. It is anticipated that grants will be executed by Q1 2024.

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
- Property management or asset management planning
- Organizational capacity building and training, including staff participation in the Preservation Academy and convening
- Travel to any planned in-person Preservation convening, if needed.
- Other activities to support SMMF preservation-related needs, to be discussed with Enterprise

## Technical Assistance and Professional Services

Participating Cohort organizations may have access to technical assistance and/or professional services in alignment with organizational goals related to SMMF preservation.

Potential areas of focus for technical assistance related to SMMF preservation 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
- Property Management – Developing an internal property management strategy
- Business and Strategic Planning – Creating a long-term organizational plan to undertake SMMF preservation
- Capital/physical needs assessment
- Energy efficiency and/or resilience audit
- Capacity building to directly address other organization needs, such as real estate and development expertise, which is best met by a consultant.
- Other as defined by the participating Cohort organization

## Southeast Preservation Academy Topic 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 three-four weeks, for 1.5-2 hours.

The Academy's **Cohort-only training sessions** will be closed sessions. These sessions will be required for the organizations selected to participate in the Cohort and will include access to additional tools, resources, and guidance. Enterprise will provide a list and schedule of these training sessions once organizations are selected to participate in the Cohort.

*The Preservation Next Academy (Academy) core curriculum will comprise of the key topics listed below. The number, dates, and content of these Academy trainings may be subject to change. A full list of Academy training sessions, their time, and duration will be publicized before the start of the cohort. We anticipate that some of the following topics will be delivered within a single session while other topics may be present throughout multiple sessions.*

**Preservation Next Academy Kickoff – October 2023.** 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. Enterprise will also highlight Enterprise’s Preservation Toolkit, providing an overview of content and resources, as well as present case studies of SMMF preservation.

**Preservation Deals: Organizational Sustainability and Business Planning.** The Academy 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.

**Acquisition and Financing of SMMF Properties.** Participants will learn strategies and tools to effectively identify, evaluate, and acquire SMMF properties based on property-, community-, and market-based considerations. Participants will use an evaluation framework to assess potential acquisition deals and hear from a local developer or nonprofit organization about successful SMMF acquisitions. The Academy will also 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.

**Navigating Rehabilitation and Sustainability of SMMF Properties.** The Academy 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. Participants will hear from a contractor or developer who has experience rehabilitating SMMF properties. The Academy will also dive into considerations in Sustainability, Resilience and Health in the Georgia and South Florida context, including climate resilience and environmental factors.

**Preservation Development Models.** The Academy will dive more deeply into potential preservation models, providing an overview of traditional rental models, joint ventures, shared equity, and community ownership models. Content will include a particular highlight on the engagement of community land trusts (CLT) in SMMF preservation in Georgia, 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.** The Academy will provide an overview of how the policy landscape can impact the preservation of SMMF buildings and help provide stability for 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.** The Academy 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.

**Housing Stability and Eviction Prevention.** 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.

## Cohort Eligibility and Program Requirements

### Organizational Eligibility

- **Organization type:** Applicants may be a 501(c)(3) nonprofit organization, a for-profit entity, or housing authority that aims to preserve SMMF affordable housing and seeks to increase their capacity in this space.
- **Geographic focus:** Metro Atlanta (Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, and Rockdale Counties) and South Florida (Miami-Dade and Broward 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 Next Academy training sessions beginning in October 2023. There is no limitation as to the number of people within the Cohort member organization who can participate in the Academy, but at minimum one person must participate in each Cohort-required training session. Recordings will be provided if there are unavoidable conflicts.
- Participation in any in-person convenings for Cohort members and preservation stakeholders. Date and location are to be determined and will be coordinated with Cohort members.
- Development of an Academy Action Plan in consultation with Enterprise.
- Quarterly engagement and reporting with Enterprise on the Academy Action Plan and associated grant deliverables.
- Engagement with technical assistance and professional services consultants, if requested and included in the Academy Action Plan.
- 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 collection of lessons learned for future work.

### Program Terms

- Program Period of Performance:
  - Academy Sessions will be delivered from October 2023 through April 2024.
  - Grant Periods of Performance will be up to 12 months, beginning in Q1 2024.

- Technical assistance, if requested, is expected to be accessed during the grant period of performance.
- Cohort participants are expected to remain engaged with Enterprise for the full period of performance, which will include periodic grant check-ins, grant reporting and evaluation efforts.
  - 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.
- The grantee will be required to comply with all Enterprise grant standard terms and conditions (included in Appendix) as well as any specific requirements of Enterprise’s funder(s) for the Preservation Next program.

## Submission Requirements and Evaluation Criteria

### Submission Materials

Applicants must address each of the following questions at the following Slideroom application link: <https://enterprise.slideroom.com/#!/permalink/program/73733>.

### Organization/Entity Information

1. Organization/Entity Name
2. Primary Contact Name
3. Primary Contact Title
4. Mailing Address
5. Physical Address, if different from Mailing Address
6. County where located
7. Number of Congressional district where applicant is located. If you do not know this information, please visit <https://www.census.gov/mycd/> to find your congressional district.
8. Contact Email
9. Contact Phone
10. Organization/Type of Entity
11. Entity Tax ID

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

### **Demographics**

1. Which of the following best describes the race and ethnicity of your organization's Chief Executive Officer, Executive Director, General Partner, or Managing Member?
2. Which best describes the gender of your organization's Chief Executive Officer, Executive Director, General Partner, or Managing Member?
3. Does the Chief Executive Officer, Executive Director, General Partner, or Managing Member of your organization identify as a member of the LGBTQ+ community?\* If applicable, do more than 50% of your organization's board members identify as Black, Indigenous, or as people of color (BIPOC)?

### **Narrative**

1. Please describe your organization's/entity's mission, length of existence, staff experience, and if applicable, characteristics of its Board of Directors
2. Please share an overview of how your organization approaches or hopes to approach preservation, including how your preservation efforts impact racial equity. Include any experience your organization has with unsubsidized SMMF preservation (2-49 units) as well as larger preservation projects (50-100 units).
3. 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.
4. Does your organization/entity have plans for pursuing SMMF acquisition? If yes, please describe the scale of your plans, including property and unit goals, as well as geographic priorities. Please note any current active preservation deals, including the number of units in each.
5. What are the top 3 challenges you or your organization faces 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
6. Please describe how grant funding will be used. Note that grant activities will be finalized with development of the Academy Action Plan.
7. Are you interested in accessing additional technical assistance and/or professional services? If so, what are the specific anticipated technical assistance needs your organization will seek under the technical assistance portion of the Preservation Next Academy? Select all that apply. Note that grant activities will be finalized with development of the Academy Action Plan.
- Project Identification and Feasibility Analysis. Utilizing data and tools to understand, evaluate, and identify future acquisition opportunities, including financial feasibility
  - Property Management. Developing an internal property management strategy
  - Business and Strategic Planning. Creating a long-term organizational plan to undertake SMMF preservation
  - Capital/physical needs assessment
  - Energy efficiency and/or resilience audit
  - Capacity building to directly address other organization needs, such as real estate and development expertise, which is best met by a consultant
  - Other, as defined by the applicant
8. Are there particular preservation related topics that are not being currently covered by the Academy (see descriptions on page 5 & 6 that you would like to see incorporated)? If yes, please describe.

## Required Templates and Forms

If applicable, applicants are required to complete the following template provided by Enterprise as part of their [SlideRoom application](#).

- **Current SMMF Portfolio:** Applicants should upload in Excel format, using [the following template](#). If your organization/entity does not currently own SMMF units, you do not need to upload a file. Applicants who do not currently own any units are still eligible to participate and are encouraged to apply for the Cohort.

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

- IRS W-9 – Must be completed and signed.
- A Certificate of Good Standing issued currently except if the organization is a Housing Authority or for-profit entity.
- 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 If none of these documents can be provided, please attach a Word document briefly explaining why.
- If relevant, a copy of IRS Letter of Determination to verify non-profit status

## Selection Criteria

Up to 10 organizations/entities will be selected to participate in the 2023 Southeast Preservation Next Academy Cohort. Organizations will be evaluated on the following characteristics:

- Organizational capacity to pursue preservation of unsubsidized affordable SMMF rental housing. (25 points)
- Alignment of goals for participation in the Preservation Next Academy with Preservation Next priorities. Preference will be given to applicants aiming to preserve unrestricted properties with 2-49 units. (25 points)
- Staff capacity to successfully complete the Preservation Next Academy training and dedicate time to make progress towards SMMF preservation goals outlined in an Academy Action Plan (described above). (25 points)
- Culturally Responsive Organization/entity with a commitment to reduce racial disparities and advance equitable housing outcomes for underrepresented groups. (25 points)

## How to Apply

### Submission Instructions

Applications must be submitted electronically on Slideroom, the application system being used for this Call for Applications. All applications must be submitted by **5pm EST on Friday, August 25<sup>th</sup>, 2023**. Please take the following steps to complete and submit the application:

**Step 1:** Applicants must create an account in SlideRoom prior to submitting the application. Register here: <https://enterprise.slideroom.com/#!/login/register>

**Step 2:** Once registered, begin your application here: <https://enterprise.slideroom.com/#!/permalink/program/73733>

**Step 3:** Applicants must answer all questions and upload the required documents to successfully apply. Once completing your application [using the above link](#), you will be prompted to submit.

### **Additional Submission Guidance**

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 Call for Applications 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 status (award or denial) on or around August 31, 2023.

## Questions?

Any questions on the Call for Applications process can be directed to: Sara Haas, [shaas@enterprisecommunity.org](mailto:shaas@enterprisecommunity.org).

Technical questions regarding the application submission in SlideRoom may be submitted to [support@slideroom.com](mailto:support@slideroom.com).

## Appendix

### **Right to Reject**

Enterprise reserves the right, in its sole discretion, to reject any and all responses received in response to this RFP. A contract for the accepted response will be based upon the factors described in this RFP.

### **Small Businesses, Minority-Owned Firms, and Women's Business Enterprises**

Enterprise will make efforts to utilize small businesses, minority -owned firms, and women's business enterprises.

### **Confidentiality**

If the applicant deems any materials submitted to be proprietary or confidential, the applicant must indicate as such in the relevant section(s) of the response.

### **Conflict of Interest**

The applicant must disclose, in an attachment to the proposal, any possible conflicts of interest that may result from the award of the contract or the services provided under the contract. Except as otherwise disclosed in the proposal,

the applicant affirms that to the best of its knowledge there exists no actual or potential conflict between the applicant, the applicant's employees or their families' business or financial interests ("interests") and the services provided under the contract. In the event of any change in either interests or the services provided under the contract, the applicant will inform Enterprise regarding possible conflicts of interest, which may arise as a result of such change and agrees that all conflicts shall be resolved to Enterprise's satisfaction or the applicant may be disqualified from consideration under this RFP. "Conflict of interest" shall include, but not be limited to the following:

1. Giving or offering a gratuity, kickback, money, gift, or anything of value to an Enterprise official, officer, or employee with the intent of receiving a contract from Enterprise or favorable treatment under a contract;
2. Having or acquiring at any point during the RFP process or during the term of the contract, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with applicant's performance of its duties and responsibilities to Enterprise under the contract or otherwise create the appearance of impropriety with respect to the award or performance of the contract; or
3. Currently possessing or accepting during the RFP process or the term of the contract anything of value based on an understanding that the actions of the applicant or its affiliates or interests on behalf of Enterprise will be influenced.

## **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 developed as part of the Academy planning process, which activities are in furtherance of Enterprise's exempt purposes.

#### **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 the Academy planning process. 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.

### **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.