



FY21 Section 4 Capacity Building Program
Request for Proposals – Rural and Tribal Communities

CFDA Number: 14.252

Table with 2 columns: Event Name, Date/Time. Rows include Request for Proposals Release, Informational Webinar on Request for Proposals, Submission Deadline for Proposals, and Award Notifications.

Overview: Enterprise Community Partners (Enterprise) is seeking Requests for Proposals for the Section 4 Capacity Building Program (Section 4). The purpose of the Section 4 program is to enhance the technical and administrative capacity of community development corporations (CDCs) and community housing development organizations (CHDOs), including Tribes, Tribally Designated Housing Entities (TDHEs), Tribal Housing Authorities (THAs) and Native CDFIs, as defined by the HUD Section 4 program, to carry out community development and affordable housing activities to benefit families of low to moderate income (80% AMI or below).

In this document you will find a general overview of the Section 4 program, Enterprise funding priorities, and the specific information required to complete a proposal.

How to Apply: Applicants must apply through SlideRoom, the submission portal for this funding opportunity. No exceptions will be made.

- Apply here: https://enterprise.slideroom.com/#/permalink/program/71397
Register for a SlideRoom account here: https://enterprise.slideroom.com/#/login/register

Deadline: 11:59 p.m. Eastern Daylight Time (EDT) on April 28, 2023. Proposals received outside of SlideRoom or after the deadline will not be accepted.

Questions: General questions may be submitted to rfp@enterprisecommunity.org until 5 p.m. Friday, April 28, 2023. Questions received after this time and date will not be answered. Enterprise highly recommends that proposals be submitted in advance of the deadline.

Webinar: Enterprise will host a web-based question and answer session on the date shown below. During this session, Enterprise staff will review the requirements for the funding opportunity.

Table with 2 columns: Date and Time, Webinar Link. Row: March 29, 2023 2:00 EDT, Registration: Webinar Registration - Zoom

## Contents

|                                                          |    |
|----------------------------------------------------------|----|
| Executive Summary.....                                   | 3  |
| Program Overview .....                                   | 3  |
| Program Areas.....                                       | 4  |
| Submission Process.....                                  | 6  |
| Scoring Process & Criteria .....                         | 8  |
| Appendix A – Eligibility Requirements.....               | 11 |
| Appendix B - Eligible Activities & Allowable Costs ..... | 13 |
| Appendix C – Match Guidance .....                        | 16 |
| Appendix D – Standard Terms & Conditions.....            | 18 |
| Appendix E – Federal Provisions.....                     | 22 |

## Executive Summary

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Summary</b>                                 | This funding opportunity seeks to build the capacity of CDCs, CHDOs, Tribes, TDHEs, THAs and Native CDFIs, as defined by the HUD Section 4 program to carry out community development and affordable housing activities that address the needs of households with low-income (80% AMI or lower).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Total Amount to be Awarded</b>              | \$1,369,200.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Average Award Amount</b>                    | Enterprise anticipates average grant awards of \$45,000.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Funding Agreement Type</b>                  | Grant Agreements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Grant Payment Type</b>                      | Cost Reimbursement for costs incurred within set periods of performance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Proposal Limits</b>                         | Organizations may only submit one (1) proposal under this funding opportunity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Period of Performance</b>                   | Grants are expected to start after July 1, 2023, and eligible activities should be completed within 18 months. Eligible grant activities and costs will start on the date the grant agreement is executed by both parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Eligible Applicants &amp; Beneficiaries</b> | <p>Proposals will be accepted from eligible CDCs and CHDOs, including Tribes, Tribally Designated Housing Entities (TDHEs) or Tribal Housing Authorities (THAs) and Native CDFIs, as defined by the HUD Section 4 program, within the United States, Puerto Rico, U.S. Virgin Islands, and all other U.S. Territories.</p> <p>Eligible applicants must:</p> <ul style="list-style-type: none"> <li>• Demonstrate staff capacity with either full-time, part-time and/or contract employees to complete proposed activities.</li> <li>• Be the direct recipient of capacity building support.</li> <li>• As applicable, be in good standing with any past or current grant awards from Enterprise.</li> </ul> <p>See <b>Appendix A</b> for details on eligibility requirements.</p> |

## Program Overview

### a. Description/Background

Enterprise is an intermediary under the Section 4 Capacity Building for Affordable Housing and Community Development program (Section 4), funded by the United States Department of Housing and Urban Development (HUD) and our vision is a country where home and community are steppingstones to more. To attain that vision, we are committed to our mission: to make home and community places of pride, power and belonging, and platforms for resilience and upward mobility for all.

The purpose of the Section 4 program is to enhance the technical and administrative capacity of CDCs, CHDOs, Tribes, TDHE's, THA's and Native CDFIS to carry out community development and affordable

housing activities. CDCs, CHDOs, Tribes, TDHE's, THA's and Native CDFIs play a critical role in the development and preservation of high-quality affordable housing and the implementation of community-development programs.

Through this funding opportunity, Enterprise will provide funding to CDCs, CHDOs, Tribes, TDHE's, THA's and Native CDFIs that support key community needs that include advancing racial equity by addressing systemic racism in housing; increasing housing supply through production and preservation; preparing for and supporting quick and full recovery from natural disasters and other unforeseen events and advancing economic opportunity and upward mobility.

#### **b. Eligible Applicants**

Section 4 Capacity Building grant funds are only available to CDCs, CHDOs, Tribes, TDHE's, THA's and Native CDFIs that meet the eligibility requirements detailed in **Appendix A**.

#### **Program Areas**

Enterprise will support CDCs, CHDOs, Tribes, TDHE's, THA's and Native CDFIs in building their organization's capacity to address community needs across five (5) program areas that work towards advancing racial equity, increasing housing supply and fostering resilience and upward mobility.

Proposed activities must address the needs of households with low-income as required under the Section 4 programs (80% AMI or lower). Proposals may address more than one Program Area; however, applicants must select **one** Program Area that most closely aligns with proposed activities and outcomes. Proposals for project-specific predevelopment activities should clearly demonstrate how funding will build longer-term organizational capacity.

Common examples of capacity building activities (though not an exhaustive list) that are eligible for funding under these Program Areas include:

#### **Preservation of Existing Housing**

- Strategies to increase access to capital to support affordable housing development and preservation including rental and ownership.
- Furthering early predevelopment on existing rural or tribal developments or work on preservation transactions, acquisition of distressed or expiring affordable housing portfolios. Recapitalizing aging affordable housing stock under existing ownership. Allows to pay for third-party costs such as: appraisals, market studies, comprehensive needs assessments staff time and development consultants to package financing applications.
- The redevelopment or preservation of farmworker or migrant and seasonal workers housing.

#### **New Housing Production**

- Predevelopment capital, enhanced staff capacity and/or creative strategies to advance projects to utilize undeveloped or underdeveloped land for the production of new affordable housing.
- Support for the development of safe, healthy, culturally relevant and resilient affordable housing including housing that serves vulnerable populations such as seniors, homeless, disabled, people with a history of involvement in the criminal legal system, etc.

## **Climate and Community Resilience**

- Activities to support the implementation of healthy, green, and resilient building practices, particularly in at-risk communities.
- Planning activities addressing climate risk reduction or preparedness at properties, such as the creation of a business continuity plan.
- Green or clean energy innovative models or programs to affordable housing preservation or production.
- Activities to promote the resilience of low-income residents to reduce and prevent health disparities experienced by low-income residents, including collaboration between the health care and affordable housing sector and/or other adjacent systems that impact housing stability and resident well-being.

## **Economic Mobility**

- Activities to enhance or implement homeownership and wealth building programs for Native and BIPOC (Black Indigenous People of Color) communities.  
  
Staff time to implement homebuyer education, credit counseling, homebuyer readiness, pre and post purchase counseling, education and curriculum, etc.
- Activities to support accessing rent relief, economic empowerment resources, and services such as job training or infrastructure such as broadband internet.
- Staff capacity and program development and implementation for organizations working to reduce racial equity gaps in housing and wealth. Consideration will also be given to organizations working to reduce racial equity gaps in education and health with a defined connection to residential housing conditions.
- Activities that support housing-based connections to services and economic opportunities for people with a history of involvement in the criminal legal system.

## **Eviction Prevention**

- Activities that build staff and organizational capacity for eviction and resident displacement prevention work so that tenants have access to rent relief and economic opportunity and maintain housing stability and avoid displacement.

## Submission Process

Steps to successfully submit a proposal are as follows:

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Step 1: Assess Eligibility</b>                            | <ul style="list-style-type: none"><li>• Review the eligibility criteria listed in <b>Appendix A</b> of the RFP.</li><li>• Questions about an Applicant’s eligibility may be sent to <a href="mailto:rfp@enterprisecommunity.org">rfp@enterprisecommunity.org</a></li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Step 2: Review the Application and Required Templates</b> | <ul style="list-style-type: none"><li>• Read the entire RFP to understand submission details and requirements.</li><li>• Applicants are required to complete and upload the following forms, provided by Enterprise, as part of their SlideRoom proposal submission:<ol style="list-style-type: none"><li>1. <b>Organizational Document Checklist</b> (Exhibit A) – Download here: <a href="https://www.enterprisecommunity.org/sites/default/files/2022-12/organizational-document-checklist-exhibit-a.xlsx">https://www.enterprisecommunity.org/sites/default/files/2022-12/organizational-document-checklist-exhibit-a.xlsx</a></li><li>2. <b>Budget Template</b> (Exhibit B) – Upload in Excel. Download here: <a href="https://www.enterprisecommunity.org/sites/default/files/2022-12/budget-template-exhibit-b.xlsx">https://www.enterprisecommunity.org/sites/default/files/2022-12/budget-template-exhibit-b.xlsx</a></li></ol></li></ul> |
| <b>Step 3: Create a SlideRoom Account</b>                    | <ul style="list-style-type: none"><li>• Register for a free SlideRoom account with the applicant organization’s name: <a href="https://enterprise.slideroom.com/#/login/register">https://enterprise.slideroom.com/#/login/register</a><ul style="list-style-type: none"><li>○ Ex. ABC Foundation, not Mary Smith.</li></ul></li><li>• Start the application in SlideRoom - <a href="https://enterprise.slideroom.com/#/permalink/program/71397">https://enterprise.slideroom.com/#/permalink/program/71397</a> Preview all proposal questions once logged in and gather required documents to adequately prepare for proposal submission.</li><li>• Technical issues with SlideRoom can be sent to <a href="mailto:support@slideroom.com">support@slideroom.com</a> or by accessing the online help desk: <a href="https://support.slideroom.com/">https://support.slideroom.com/</a></li></ul>                                                   |

|                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Step 4: Complete and Compile Required Attachments</b></p>  | <ul style="list-style-type: none"> <li>• In addition to the above forms, the following documents must be submitted in SlideRoom as part of the proposal submission: <ul style="list-style-type: none"> <li>○ <b>501c3 Letter of Determination</b> - Applicants must have 501c3 status at the time the proposal is submitted. <ul style="list-style-type: none"> <li>▪ A pending application to secure 501c3 non-profit status will not be accepted as a substitute.</li> <li>▪ Tribal entities without 501c3 status may upload a copy of the Federal Registry confirming their tribal status in place of a 501c3 Letter of Determination.</li> </ul> </li> <li>○ <b>IRS W-9</b> – Must be completed and signed.</li> <li>○ Validation of active <b>System for Award Management (SAM) Registration and No Active Exclusion Records</b> – Applicants must provide a copy of their SAM registration with their application. The pdf export of the Applicant’s SAM record or a screenshot of the record are acceptable forms of validation. Organizations recommended for an award must maintain an active SAM registration status through the duration of the award period.</li> <li>○ <b>Certificate of Good Standing</b> - A Certificate of Good Standing, also called a "Certificate of Existence" or "Certificate of Authorization," is a state-issued document that shows that the applicant organization has met its statutory requirements and is authorized to do business in that state. Certificates must be current.</li> <li>○ <b>Most Recent Audited Financials</b> - 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.</li> <li>○ <b>Single Audit (as applicable)</b>. 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).</li> </ul> </li> </ul> |
| <p><b>Step 5: Prepare &amp; Submit proposal in SlideRoom</b></p> | <ul style="list-style-type: none"> <li>• Answer all application questions in SlideRoom.</li> <li>• Upload all required completed forms and documents.</li> <li>• Carefully review responses before submitting. Applicants will not be able to make edits once the proposal is submitted.</li> <li>• Submit proposal prior to the deadline to avoid potential issues.</li> <li>• <b>Proposals must be submitted in SlideRoom by 11:59 pm EDT on April 28, 2023.</b></li> <li>• After submission, SlideRoom will provide Applicants with a confirmation message, a copy of the full application and a unique ID number will be sent to the email associated to the SlideRoom account.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## Curable Deficiencies

After the application deadline, any curable deficiencies identified by Enterprise will be shared with the applicant's authorized representative by email. This email is the official notification of a curable deficiency and will include detailed instructions about correcting it. A curable deficiency is an error or oversight that, if corrected, would not alter, in a positive or negative fashion, the review and rating of the application. Examples of curable (correctable) deficiencies include inconsistencies in the funding request and failure to submit required certifications. These examples are non-exhaustive.

## Recommendations & Reminders

- Allow adequate time to familiarize yourself with the SlideRoom submittal process and to receive any needed technical support.
- Proposals must be submitted in SlideRoom; no exceptions will be made. It is highly recommended that applicants do not wait until the last day to submit. Information submitted by mail, email, fax, hand-delivery or after the deadline will not be considered.
- Download all required forms provided by Enterprise.
- SlideRoom automatically saves work as it is entered. That means that even if internet connection is lost or computer problems occur, work will be saved. Applicants can log in and out as many times as needed to complete their proposal. However, applicants will not be able to make edits to their proposal once it has been submitted.

## Scoring Process & Criteria

Proposals will be reviewed by Enterprise staff. All proposals must meet the Threshold Criteria:

### *Threshold Requirements:*

- Program activities must address the needs of households with low-income as required under the Section 4 programs (80% AMI or lower).
- Applicants must meet eligibility requirements as described in **Appendix A**.

Proposals must meet the threshold requirements and address each of the three (3) criteria listed below. Proposals that do not meet the threshold requirements will not be scored.

The maximum number of points to be awarded is 102, which includes Criteria 1 through 3 plus two (2) priority points for applicants working in areas of persistent poverty.

### ***Criteria 1: Impact to Communities Served (20)***

- Proposal describes how the proposed Section 4 grant activities will directly or indirectly stabilize and/or expand the affordable housing market or community development activities in the designated community (ies). (20 pts)

### ***Criteria 2: Impact to the Applicant Organization (20)***

- Proposed activity clearly identifies measures for evaluating impact on the capacity building needs of the applicant and how the grant will address those stated needs. (10 pts)



- The proposal identifies a strategy for maintaining improved capacity after the grant performance period ends. (10 pts)

**Criteria 3: Soundness of Approach and Readiness to Proceed (60)**

- **Grant Activities:** The proposed grant activities and description clearly identifies a feasible approach to managing and carrying out the proposed activities and completing deliverables. (20 pts)
- **Timeline:** The proposed timeline for completion of proposed activities aligns with the grant performance period. (10 pts)
- **Readiness to proceed:** The proposal identifies available partnerships, funding, and other resources to support the proposed activities, demonstrating a readiness to proceed within the grant period. (10 pts)
- **Outputs and Outcomes:** Projected Outputs and Outcomes of the proposed program/project activities are clearly defined and meet the identified needs of the organization and/or communities served. (10 pts)
- **Budget Narrative:** The budget justifies each requested expense, aligns with the proposed scope, and aligns with the proposed timeline for the proposed activities. (10 pts)

**Priority Points (2 pts)**

Priority will be given to proposals to support activities carried out in an area of persistent poverty. The continued persistence of poverty is most evident within several predominantly rural regions and populations such as Central Appalachia, the Lower Mississippi Delta, the southern Black Belt, the Colonias region along the U.S.- Mexico border, Native American lands, and migrant and seasonal farmworkers. Persistent poverty counties are defined as counties that have had poverty rates of 20% or greater for at least 30 years.

To determine if the area where grant activities will take place is in an area of persistent poverty, **Applicants must confirm the county [here](#).**

### Recommendation of Award

Recommendation of Award and decline notifications are sent via email from [rfp@enterprisecommunity.org](mailto:rfp@enterprisecommunity.org). Recommendation of Award letters are provided as a statement of interest in developing a grant agreement with the selected organization. They are not legally binding documents or official agreements.

Receiving the award is contingent upon the development of a mutually agreed upon scope of work, outcomes, and budget; successful completion of the risk assessment review process; and compliance with federal requirements. Awardees that fail to provide information within the requested time frame will have their Recommendation of Award rescinded.

### Grant Period of Performance

Grant periods of performance typically have a duration of 18 months and will not exceed 24 months. Eligible grant activities and costs will start on the date that the grant agreement has been fully executed by both parties.

Enterprise staff will work closely with all organizations recommended for an award to determine an appropriate period of performance based on proposed activities, award size, and other factors, as applicable.

### Reimbursement of Funds

Grant funds are disbursed on a cost reimbursement basis only. All funds supported by the grant must be incurred within the period of performance. Costs incurred outside of the set period of performance, or for unauthorized work, shall be borne by the Applicant.

Applicants recommended for award should not begin to incur costs until the agreement has been fully executed by both parties.

## 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.

**Community Development Corporations (CDC)** - 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.
- “Community” may be a neighborhood or neighborhoods, town, village, county, or multi-county area (but not the entire State or territory).

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/>

### Rural Eligibility Requirements

Organizations working in rural areas **must meet the definition of rural as applicable to the Section 4 program**. Under the Section 4 program, a rural area is a statistical geographic entity delineated by the Census Bureau that does not meet the definition of an urbanized area contained in the Office of Management and Budget’s 2010 Standards for Delineating Metropolitan and Micropolitan Statistical Areas, 75 FR 37252 (June 28, 2010). That is, a rural area is an area that is NOT a statistical geographic entity delineated by the Census Bureau, which would consist of densely settled census tracts and blocks and adjacent densely settled territory that together contain at least 50,000 people.

To determine if the area where grant activities will take place qualifies as rural, enter the zip code or city [here](#) to confirm eligibility. Areas shaded pink are not eligible geographies.

### Enterprise Community Partners – Additional Eligibility Requirements

Enterprise requires that Applicants have appropriate and demonstrated staff capacity to successfully perform the proposed activities. **Demonstrated Staff Capacity** is defined as the organization having staff – either full-time, part-time and/or contract employees dedicated to implementing the proposed grant activities.

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

## Appendix B - Eligible 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 (Habitat).

Applicants that have received funding and/or have pending proposals with LISC or Habitat will not receive funding for the same activities or 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 Labor** – Salaries and fringe benefits for existing or new staff members.
- **Consultants** – for capacity-building activities that fall within the program areas of the application. Examples include consultants with expertise in strategic planning, financial management, asset and property management, bookkeeping, board governance, staff professional development, market analysis neighborhood planning, data analysis and tracking, performance measurement, and other areas. Note that 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, within HUD's Section 4 program requirements.
- **Staff or Board Training** – to enhance skillsets, knowledge, and/or strengthen the capacity of the organization. Examples may include 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 food, 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.

- **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.
- **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. 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. For questions on registering refer to <https://sam.gov/content/home>.
- **Organizational Document Checklist (Exhibit A)** – Applicants are required to complete the Organizational Document Checklist as part of their application submission. 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.

---

<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.

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. See Appendix E for additional information.
- **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.fsrs.gov> for more information.
- **Reporting** – Grantees are required to provide activity reports in six-months intervals. Reporting will include updates on progress made against proposed activities and measurable outcomes. At the close of the grant, additional reporting will be required and will include a final report.
- **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 Enterprise 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.
- **Standard Terms & Conditions** – Standard Terms & Conditions outline award recipient responsibilities and details. See Appendix D for additional information. *\*Subject to change prior to award notifications.*

## 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. Enterprise requests match from applicants at a 3:1 level.

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 check                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Developer Fees</b>                  | Third party verification that the funds being used are privately sourced. A signed agreement between the parties must be submitted and <b>must identify the investor or equity contributor</b> 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). AND documentation showing the receipt of funds must also be submitted (such as a copy of the check or highlighted bank statement or wire receipt). |



|                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Line of Credit (to the extent funds have been drawn)</i></b>                                                                                                          | Copy of the executed loan agreement AND highlighted bank statement or wire receipt.                                                                                                                                                                                                                                                                                                           |
| <b><i>Operational Revenue, such as tenant rent or management fees (as it relates to the grantee's scope of work)</i></b>                                                    | 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.                                                                                                                                                                                                      |
| <b><i>Loans, equity or developer fees from projects not directly financed by any of the Section 4 intermediaries (Enterprise, LISC, Habitat) and privately sourced.</i></b> | Construction loan agreement or tax equity syndication letter AND highlighted bank statement or wire receipt.                                                                                                                                                                                                                                                                                  |
| <b><i>Land acquired (rare)</i></b>                                                                                                                                          | <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> |

*Note:* Additional documentation may be required beyond what has been described above, as is necessary to demonstrate to the satisfaction of Enterprise and HUD that match sources are private, relate to workplan activities, and are allowable under the cost principles. Each grantee's Enterprise Grants Specialist will help to ensure all necessary documentation is collected.

**Match Collection and Period of Performance**

During every Section 4 funding round, grant applicants will be asked to *propose* match in their application. If awarded grant funding, the grantee must submit documentation of match expenditures to Enterprise throughout the grant's period of performance as funds are received and expended for the program or projects.

All match documentation must be submitted to Enterprise prior to issuing the final disbursement of grant funds and closing out of the grant.

## Appendix D – Standard Terms & Conditions

### 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 digit
- 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.

## Appendix E – Federal Provisions

### **GENERAL ADMINISTRATIVE REQUIREMENTS FOR SECTION 4 CAPACITY BUILDING FOR COMMUNITY DEVELOPMENT AND AFFORDABLE HOUSING PROGRAM**

The Federal provisions are based on requirements of the grant agreement, Instrument No. *B-20-CB-MD-0001* (the "HUD Grant Agreement"), between the U.S. Department of Housing and Urban Development Office of Affordable Housing Preservation ("HUD") and Enterprise Community Partners, Inc. ("Enterprise") and effective as of September 20, 2021.

These provisions apply to any grant funded in whole or in part by monies available under the HUD Grant Agreement. The recipient of this grant (the "Grantee") must comply with such provisions as applicable and to the extent feasible, given the circumstances and purposes of the Loan.

Grantee is required, to the extent feasible, to include provisions to carry out the purpose of the HUD 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. Grantee is required to sign below.

#### **1. Compliance with Non-discrimination and Other Requirements.**

Unless otherwise specified, the following non-discrimination provisions and other requirements apply. Please read the corresponding requirements in FY2020 Section 4 Capacity Building for Community Development and Affordable housing Grants NOFO (Docket Number FR-6400-N-07) (the "Section 4 NOFA").

##### **a. Compliance with Fair Housing and Civil Rights Laws.**

With some exceptions for federally recognized Indian tribes and their instrumentalities, Grantee must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II and Title III of the Americans with Disabilities Act of 1990. Section 109 of the Housing and Community Development Act of 1974 may also apply. *See* 24 CFR Part 6.

Grantees who are conducting programs or activities in a state or local jurisdiction that has passed a law prohibiting discrimination in housing based upon sexual orientation or gender identity, or a law prohibiting discrimination in housing based on lawful source of income, must comply with the law(s) of the state or locality in which the program activities are conducted.

Federally recognized Indian tribes and their instrumentalities must comply with non-discrimination requirements listed at 24 CFR 1000.12.

##### **b. Affirmatively Furthering Fair Housing.**

CB 24 B-20-CB-MD0001/20210128

Section 808(e)(5) of the Fair Housing Act requires HUD to affirmatively further the purposes of the Fair Housing Act in its housing and urban development programs. HUD requires recipients of funds, including those awarded and announced under HUD's FY 2018 NOFAs not specifically exempted, to take meaningful actions that affirmatively further fair housing.

Unless otherwise specified elsewhere in the Section 4 NOFA, Grantee must discuss how it will carry out the proposed activities in a manner that affirmatively furthers fair housing in compliance with the Fair Housing Act. If Grantee operates in a jurisdiction with an accepted Assessment of Fair Housing (“AFH”), the proposed activities should be consistent with the AFH's fair housing goals and with fair housing strategies specified in any applicable Consolidated Plan or Public Housing Agency Plan.

Federally recognized Indian tribes are not subject to the requirement to affirmatively further fair housing in their use of certain HUD funds. Other tribal entities may also be exempt.

**c. Economic Opportunities for Low-and Very Low-income Persons (Section 3).**

Certain programs require recipients of assistance to comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u (Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects), and the HUD regulations at 24 CFR part 135. The regulations at 24 CFR part 135 implementing Section 3 ensure, 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.

As covered by 24 CFR Part 135, program NOFAs for programs that are subject to Section 3 must include information regarding how Section 3 activities will be considered in rating the application, the evaluation criteria utilized, and the rating points assigned. (See 24 CFR 135.9) Grantees subject to this requirement must describe in their applications their plans to train and employ Section 3 residents and contract with Section 3 businesses. By submission of an application for programs covered by Section 3, Grantees certify compliance with Section 3 requirements.

HUD encourages recipients to search the national Section 3 Business Registry to find local businesses that prioritize hiring Section 3 residents.

**d. Improving Access to Services for Persons with Limited English Proficiency (LEP).**

Executive Order (E.O.) 13166 seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have LEP. Recipients of HUD funds 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](#).

**e. Accessible 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. Recipients must also comply with Section 504 of the Rehabilitation Act and, where applicable, the ADA. These statutes also require effective communication with individuals with disabilities and prohibit EIT-imposed barriers to access information, programs, and activities for persons with disabilities. (See Information on [accessible technology](#).)

## **2. 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 (77 Fed. Reg. 5662 (Feb. 3, 2012)) 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).

## **3. Ensuring the Participation of Small Disadvantaged Businesses, and Women-Owned Business.**

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. Grantees (except States) 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.

## **4. 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).

#### **5. 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 recipient.

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, Grantees 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 5 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 you if you have questions or need assistance.

#### **6. Participation in a HUD-Sponsored Program Evaluation.**

As a condition of the receipt of financial assistance under a NOFA, Grantee will be required to cooperate with all HUD staff, contractors, or designated grantees performing research or evaluation studies funded by HUD.

#### **7. OMB Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

Unless excepted under 24 CFR Subtitle B chapters I through IX, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, shall apply to this Grant and Grantee.

#### **8. Drug-Free Workplace.**

Grantee is subject to [292 CFR Part 24](#), which implements the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.), as amended, and required to provide a drug-free workplace. Compliance with this requirement means that Grantee will:

a. Publish a statement notifying employees that it is unlawful to manufacture, distribute, dispense, possess, or use a controlled substance in the Grantee's workplace and such activities are prohibited. The statement must specify the actions that will be taken against employees for violation of this prohibition. The statement must also notify employees that, as a condition of employment under the federal award, they are required to abide by the terms of the statement and that each employee must agree to notify the employer in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace, no later than 5 calendar days after such conviction.

b. Establish an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) Grantee's policy of maintaining a drug-free workplace;
- 3) Available drug counseling, rehabilitation, or employee assistance programs; and
- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Notify HUD and Enterprise in writing within 10 calendar days after receiving notice from an employee of a drug abuse conviction or otherwise receiving actual notice of a drug abuse conviction.

The notification for HUD must be provided in writing to HUD's Office of Strategic Planning and Management, Grants Management Division, Department of Housing and Urban Development, 451 7th Street, SW, Room 3156, Washington DC 20410-3000, along with the following information:

- 1) The program title and award number for each HUD award covered;
- 2) The HUD staff contact name, telephone and fax numbers;
- 3) A contact name, telephone and fax numbers; and
- 4) The convicted employee's position and title.

d. Require that each employee engaged in the performance of the federally funded award be given a copy of the drug-free workplace statement required in item (a) above and notify the employee that one of the following actions will be taken against the employee within 30 calendar days of receiving notice of any drug abuse conviction:

- 1) Institution of a personnel action against the employee, up to and including termination consistent with requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or
- 2) Imposition of a requirement that the employee participates satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

e. Identify to the agency making the award all known workplaces under the award. The workplace identification must include the actual address of buildings or other sites where work under the award will take place. Grantee must also inform the agency of any workplace changes during the performance of the award. The identification of the workplaces must occur either:

- 1) At the time of application or upon award; or
- 2) In documents Grantee keeps on file in its offices during performance of the award, in which case Grantee must make the information available for inspection upon request by the agency.

#### **9. Safeguarding Resident/Client Files.**

In maintaining resident and client files, funding recipients shall comply with the Privacy Act of 1974 (Privacy Act), the agency rules and regulations issued under the Privacy Act and observe state and local laws concerning the disclosure of records that pertain to individuals. Recipients must comply with the Privacy Act in the design, development, or operation of any system of records on individuals and take reasonable measures to ensure that resident and client files are safeguarded, including when reviewing, printing, or copying client files.

#### **10. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L.109-282) (Transparency Act), as amended.**

Prime Grant Awardee Reporting. Prime recipients of HUD's financial assistance are required to report certain subawards in the [Federal Funding Accountability and Transparency Act Subaward System \(FSRS\)](#) or its successor system for all prime awards listed on the FSRS website. Prime financial assistance awardees receiving funds directly from HUD are required to report subawards and executive compensation information both for the prime award and subaward recipients, including awards made as pass-through awards or awards to vendors. For reportable subawards, if executive compensation

reporting is required and subaward recipients' executive compensation is reported through the SAM system, the prime recipient is not required to report this information. The reporting of subaward and executive compensation information shall be in accordance with the requirements of the Transparency Act, as amended, and Appendix A to 2 CFR part 170. Information on requirements under the Transparency Act and OMB guidance is available at [www.fsrs.gov](http://www.fsrs.gov).

### **11. Eminent Domain.**

Section 407 of Div. L, Title III of the Consolidated Appropriations Act, 2018 (Public Law 115-141) prohibits the use of appropriated 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. Applicants for FY assistance may be subject to this restriction if it is incorporated in HUD's FY appropriation. A notice will be published if this provision no longer applies following passage of HUD's FY appropriation.

### **12. 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 Grantees 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.](#)

### **13. 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.

#### **14. Conducting Business in Accordance with Ethical Standards.**

**A. Code of Conduct for Procuring Property and Services.** Grantee must have a code of conduct (or written standards of conduct) for procurements that meets all requirements in 2 CFR 200.318(c). Before entering into an agreement with HUD, each Grantee selected for award (other than a state) must ensure an up-to-date copy of the organization's code of conduct, dated and signed by the Executive Director, Chair, or equivalent official, of the governing body of the organization, is available in Code of Conduct e-library. Grantee can check the [Code of Conduct List](#) to confirm HUD has determined its Code of Conduct complies with 2 CFR 200.318(c).

HUD does not collect or review state codes of conduct for compliance with 2 CFR 200.318(c). Instead, each state must follow the same policies and procedures for procurements under Federal awards that the state uses for procurements from its non-Federal funds, as provided in 2 CFR 200.317.

#### **B. Other Conflicts of Interest**

In all cases not governed by 2 CFR 200.317 and 200.318(c), all recipients and subrecipients 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.

### **Environmental Requirements.**

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

Administrative expenses and training, education, support, and advice to beneficiaries are excluded from environmental review in accordance with 24 CFR 50.19(b)(3) and (b)(9). However, acquisition of real property, when authorized by HUD, is subject to environmental review under 24 CFR part 50. 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 signature on the Grant constitutes an assurance to Enterprise and HUD that the Grantee agrees to assist Enterprise and HUD in complying with 24 CFR Part 50, and will: 1) supply Enterprise and 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 or lease property, nor commit or expend Section 4 program funds, HUD or local funds for these program activities regarding any eligible property, until HUD approval of the property is received.

### **Lead Based Paint Requirements.**

When providing housing assistance funding for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, Grantee must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

When providing training, education, support, and advice on education or counseling on buying or renting housing that may include pre-1978 housing, Grantee must inform beneficiaries of the requirements under the Lead Disclosure Rule (24 CFR part 35, subpart A), and, if the focus of the education or counseling is on rental or purchase of HUD-assisted pre-1978 housing, the Lead Safe Housing Rule (subparts B, R, and, as applicable, F - M).

### **License to Use Intangible Property.**

Any activity that results in the creation of intangible property, including but not limited to the creation of curriculum, trainings, data or research findings will be held to the rules at 2 CFR 200.315 whereby the HUD reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. Additionally, Enterprise reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use any work developed by Grantee under the 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 salaries 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) without prior written approval from Enterprise and HUD. For more information on OPM's General Schedule, please see the Office of Personnel Management (OPM) website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2020/DCB.pdf>. Additionally, Section 4 program funds may not be used, directly or indirectly, to pay or provide reimbursement for payment of the salaries at more than the “loaded” rate of \$150 an hour without prior written approval from HUD. If the grantee believes there is sufficient need or cause for hiring a contractor or subrecipient at a high rate, it may submit a request to HUD and a written justification for review and consideration, and it must receive HUD’s approval prior to commencing services with the high rate contractor, consultant, or subrecipient. In all cases, the Grantee must receive approval from Enterprise and HUD before commencing any Section 4 program work with a high rate contractor or subrecipient.

**Right to Audit and Disallow or Recover Expenditures.**

Enterprise, 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 Borrower 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.

**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.

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

**Grantee**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_