



CALIFORNIA TRIBAL HOUSING ACCELERATOR ACADEMY

Request for Applications

At [Enterprise Community Partners](#), we recognize that home is the foundation for health, education, stability, wealth, and community. In tribal communities throughout California, there is a dire need for affordable housing. Too often, tribal members are doubled up in overcrowded housing, seeking more stability while remaining close to family, or paying skyrocketing costs just to have a place to live. We are committed to supporting Tribal nations throughout the state of California to execute housing development and access state and other resources to accomplish your goals. This is the driving force behind the California Tribal Housing Accelerator Academy.

The California Tribal Housing Accelerator Academy is a new training series of practitioner-driven housing development fundamentals, peer-to-peer support, and technical assistance. These training sessions and support from our technical assistance providers will aid California tribal organizations seeking to maximize state housing funds and expand your ability to address housing needs for tribal citizens. We seek to work alongside tribes to ensure that critical housing resources are maximized and that tribal communities have equitable access to safe, decent, affordable, and culturally relevant housing.

Tribal Nations and Rural Communities

Enterprise's [Tribal Nations and Rural Communities](#) team has supported safe, decent and culturally relevant housing on tribal lands and in rural communities since 1997. Enterprise's Tribal Nations team are experienced trainers and technical assistance providers, having worked with tribal communities for more than 20 years. During this time, Enterprise has honed a model for a publicly available training series that includes an established number of deep dive training sessions, alongside a peer learning cohort made up of housing providers. Enterprise seeks to change what can be an extractive relationship with developers by helping tribal housing agencies assess projects, choose strong and committed partners, and build the internal capacity to construct housing without the need to work with outside development partners.

About the Academy

The California Tribal Housing Accelerator Academy is an opportunity for eligible California tribes and Native organizations to advance their affordable housing and

community development goals. We will pair a directed training series and a development intensive peer cohort with technical assistance.

The Academy will be comprised of five virtual and two in-person training sessions. Topics will be finalized after feedback from tribal housing providers, but a sample of topics could include:

- Kickoff and Identifying Your Community's Greatest Housing Needs
- An Overview of California Housing Resources
- Strategies for Building Capacity
- Pro-Formas and Financial Feasibility Analysis
- Leveraging State and Federal Resources
- State Funding and Compliance

Development Intensive Cohort

The California Tribal Housing Accelerator Academy seeks to create a Development Intensive Cohort of tribes to foster peer-to-peer learning and provide expert training and direct technical assistance. For that purpose, we will review applications for clarity of defined housing need and community development vision. Tribes working on an active application for a state resource will be given priority, however all will be considered. Enterprise plans to select 6-8 organizations to join the development intensive cohort by March 4, 2024. Benefits include:

- \$10,000 grants to your tribal organization to cover staff time for participation and travel to in-person sessions
- 5 virtual and 2 day-long in-person training sessions
- Up to 20 hours of direct project-related technical assistance.
 - We are coordinating a bench of technical assistance providers with specific tribal experience who can provide application assistance at no cost to eligible California tribal entities. You will be paired with a team that is the best fit for your project.

Our team is dedicated to providing training led by affordable housing experts, technical assistance and expertise that provides insight into multiple California Housing and Community Development NOFAs such as the HOME-ARP, the Tribal Multifamily SuperNOFA, Homeownership SuperNOFA, Infrastructure Infill Grant Program, and the Housing Trust Fund Program.

Additional Opportunities to Engage

An Open Virtual Class Participation: Any California tribal applicants who are not part of the Development Intensive Group will still be able to access four of the virtual trainings.

We are offering this open-access experience to build capacity and encourage greater peer-to-peer networking, and a less-rigorous experience for housing staff who cannot commit to the Development Intensive Cohort.

Kick-Off

The kickoff meeting for the CA Tribal Housing Academy will take place on Tuesday, April 2, 2024 near Sacramento and include the first session of the development intensive cohort and a chance to meet with expert TA providers in-person and one-on-one. This initial kickoff meeting is a requirement for those chosen to be in the cohort, please save the date and more information will go out to selected invitees. Up to two staff from each organization may attend.

Eligibility

- Federally recognized tribe in the state of California, or
- Tribally-Designated Housing Entities or tribal housing authorities
- Tribe on the California heritage commission list, or
- Native-led organization (501c3) providing housing, in an urban or Tribal community

Expectations

- Provide contact information for two participants from your organization to the Enterprise team. Both contacts are welcome at each training, but at least one will be required.
- Must attend at least 6 sessions and at least one representative to both in-person sessions
- Fulfill any documentation requirements needed from Enterprise for the grant including your W-9
- Complete a program evaluation survey at the close of the program

How to Apply

Applications for the California Tribal Housing Accelerator Academy open February 7, 2024 and will close February 28, 2024 at 11:59pm PCT.

Please submit your application through [this link](#) prior to the deadline, and applications will be reviewed by a selection committee:

You can also find more information about Enterprise's Tribal Nations team [here](#), and state-funded resources for affordable housing [here](#).

If you have any questions about the application process please contact eimmonen@enterprisecommunity.org

Attachments

Attachment 1: Enterprise Standard Terms & Conditions

ATTACHMENT 1 -

STANDARD TERMS AND CONDITIONS FOR GRANT AGREEMENT

Purpose of Agreement

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

W-9 Form / Federal Tax Identification Number

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

Authorized Uses and Expenditures of Grant Proceeds

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

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

Grantee shall not use any portion of the Grant Proceeds to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make

grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.

Confidential Information

“Confidential Information” is information which either party to this Agreement (each, a “Party”), in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; fundraising materials, information regarding that Party’s financial and strategic planning; Personally Identifiable Information (as defined herein); information regarding either Party’s staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. The Party receiving proprietary information will be referred to as the “Receiving Party” and the Party disclosing the information will be referred to as the “Disclosing Party.” Both Parties can be a “Receiving Party” or a “Disclosing Party.”

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

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

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

Personal Information Protection

Grantee represents that Grantee has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein) disclosed under this Agreement; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction. “Personally Identifiable Information” shall be defined as any information pertaining to an individual that can be used to distinguish or trace a person’s identity such as name, email address, home address and phone number. Personally Identifiable Information includes the following, it being understood that the list is not exhaustive and may be defined otherwise under the applicable jurisdiction:

- Social Security Number (SSN) — inclusive of the entire number or a truncated SSN such as the last 4 digits
- Driver’s License Number or State ID Number
- Passport Number
- Alien Registration Number
- Financial account numbers
- Email addresses
- Phone numbers
- Image
- IP address
- Mother’s maiden name
- Any such information as would reasonably be expected to have the same protection as the foregoing examples in Grantee’s industry.

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.