Enterprise Community Partners, Inc. – Section 4 Grants Guide

Revised 7/2019
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Overview
Enterprise Community Partners’ (Enterprise) mission is to create opportunity for low- and moderate-income people through affordable housing in diverse, thriving communities. Enterprise recognizes that for housing to be a springboard to a life full of opportunity, it must be connected to the essential building blocks for success, including transportation, employment, supportive services, recreational opportunities, and food and retail services that support a healthy lifestyle.

As such, our grant making efforts reflect our mission. The majority of grant funding that we offer is made available through the U.S. Department of Housing and Urban Development’s (HUD) 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) to carry out community development and affordable housing activities for the benefit of low income families. CDCs and CHDOs play a critical role in the development and preservation of high quality affordable housing and the implementation of community development programs.

Since 2010, Enterprise’s Section 4 Program has:

- Provided $78 million in competitive grants and loans
- Leveraged $11.1 billion in capital
- Provided almost $18 million in expert training and assistance
- Supported approximately 634 community development organizations
- Created or preserved 61,088 homes benefitting over 161,272 low-income people
- Created 111,995 jobs in 42 states, the District of Columbia and Puerto Rico

Purpose of the Grants Guide
This Grants Guide was developed to provide Grantees with an effective tool for managing all aspects of their grant with Enterprise. The Guide walks through the steps in our grants process from the Request for Letters of Interest (LOI) stage, through the award process, until the close of the grant. The Guide also provides references to enhance understanding of the policies and requirements governing federal funding.

As information changes, Enterprise will post updates to this Guide on our website.

We hope this Guide will aid you in successfully managing your grant. If you have questions please contact the Grants Specialist listed on your grant agreement or your Enterprise point of contact.
Program Requirements
The following steps detail the grant award process for Applicants and Awardees.

The RFP and Selection Process
Enterprise provides funding to CDCs and CHDOs across a range of programs that support a strong housing delivery system and the creation and preservation of affordable housing in high opportunity communities.

Grant funding through the Section 4 program may only be awarded to organizations that are CHDOs and CDCs and meet eligibility requirements as described in Appendix A.

The Section 4 funding opportunity is a two-step application process consisting of an LOI round and a Request for Proposals (RFP) round. Applicants who pass the LOI round will receive a formal invitation via email to submit a full proposal. Applicants may not submit a full proposal unless they are invited by Enterprise.

Awardees are selected based on the threshold requirements and scoring criteria published within the LOI and RFP documents. The threshold requirements state that an applicant must meet eligibility requirements and program activities must address the needs of households with low income as required under the Section 4 programs (80% AMI or lower).

As Applicants prepare their proposals, they should be aware that Enterprise is one of three intermediaries under the Section 4 program along with Local Initiatives Support Corporation (LISC) and Habitat for Humanity International. Applicants and Awardees that have received funding and/or have pending applications with LISC or Habitat for Humanity International will not receive funding for the same costs under this funding opportunity. It is the responsibility of the Applicant or Awardee to retract pending applications 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 or Awardee’s ability to receive current or future funding from Enterprise.

Recommendation of Award Notification & Award Acceptance Procedures
Recommendation of award and decline letters are sent via email. 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 finalization of a scope of work, outcomes, and budget; completion of the risk assessment review process; and compliance with federal requirements. Awardees that fail to provide this information within the requested time frame may have their Recommendation of Award rescinded.

Awardees should be aware of the following requirements:
Administrative Requirements

Data Universal Numbering System (DUNS) - All organizations receiving federal funds are required to obtain a DUNS number, including subcontractors and consultants of Grantees. The DUNS # is a unique nine-character number assigned by Dun and Bradstreet, Inc. that identifies an organization. Enterprise will not issue a grant agreement if a DUNS number has not been provided. For questions on obtaining a DUNS number refer to Appendix B.

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 Appendix B.

Questionnaire for Sub-recipients of Federal Funding – Applicants are required to complete a Sub-recipient Questionnaire and provide the requested 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 the Uniform Grant Guidance (UGG) 2 CFR 200 which requires Enterprise to review and evaluate the risk associated with potential Grantees prior to making awards. If deemed necessary, Grantees are required to participate in an on-site 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 successfully completed. To view the full Questionnaire designed for new Applicants or Applicants that have not applied for funding from Enterprise in the last two years, refer to Appendix G. To view the Questionnaire for Previous Applicants, designed for Applicants that have applied for funding in the last two years, refer to Appendix H.

Good Standing – Awardees must be in good standing within their state of incorporation. In addition, 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 by which the grant is governed. Grantees must sign and return a copy of the Federal Provisions along with their signed Grant Agreement. See Appendix P to view the provisions.

Standard Terms and Conditions – Included in all grant agreements, this document specifies the terms and conditions under which the Grantee will receive grant funding to enable them to carry out the proposed activities as described in the scope of work. See Appendix Q to view the terms and conditions.

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. Grantees receiving a grant greater than or equal to $25,000 must sign and return a copy of the FFATA form along with their signed Grant Agreement. Please visit http://www.fsrs.gov for more information.

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**Eligible Use of Grant Funds**

2 CFR 200, Subpart E includes the cost principles that govern allowable and unallowable costs. While the list below is not comprehensive, it provides a sense of what types of costs are allowable on Section 4 grants. For a detailed description of allowable and unallowable costs, please consult 2 CFR 200, Subpart E – Cost Principles, your Enterprise point of contact or Grants Specialist.

**Staff Salaries** – for existing staff members or new staff members, which can include fringe benefits.

**Consultants** – for capacity building activities that fall within the program areas of the RFP. Organizational/financial assessments and predevelopment activities are some examples of eligible consultant activities. Consultants shall be chosen through full and open competition, such as an RFP, 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. For more information on funding consultants with Section 4 dollars see Appendix E.

**Staff or Board Training** – topics can include housing development, financial management, economic development, asset management, board development, or technology delivered through seminars/workshops or by a consultant;

**Computer Software/Hardware** – or other essential technical equipment; and

**Other professional services** 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 or indirect construction costs* 
- Expenses for new lines of business or start-up costs, including staff and consultant fees related to these efforts
- Advocacy activities
- Fundraising activities
- Dues for lobbying activities
- Lobbying in any form – direct or grassroots - to attempt to influence new or existing legislation.
- Bad debts
- Contributions and donations
- Entertainment costs, including amusement, diversion, social activities
- Alcohol
- Giveaways/prizes, incentives, stipends
- Fines, penalties and judgements
- Interest and other financing costs

* Use of grant funds must comply with HUD’s environmental regulations in 24 CFR Part 50. Project must have approval from HUD to use funds for direct or indirect construction costs, or other costs as required by 24 CFR Part 50. See Appendix F. Revised 7/2019
Developing a Grant Scope of Work
The grant scope of work (SOW) will be drafted by Enterprise staff and is based on information in the Applicant’s full proposal narrative. The SOW provides background on the organization’s history, mission, core values and goals, areas served, and target audience. In addition, the SOW should provide a clear, concise description of the project or program that the grant funds will support and include information on the intended use of funds (staff time, consultant expenses, meeting prep, etc.).

Costs supported under the grant should be described within the SOW as follows:

If staff time will be supported under the grant, include information on each staff member (titles only) and their roles and responsibilities related to the grant activities.
If consultant expenses will be supported under the grant, include the roles and responsibilities of the consultant (titles only) related to the grant activities.
If any materials or deliverables will be produced, please include a distribution strategy (i.e. available for free on website, will notify partners at XYZ national conference). *Note: Enterprise must review and approve any materials produced prior to publication and/or distribution.*

A timetable for completion of the activities and measurable outcomes and outputs must also be included. Outcomes are the measurement of accomplishments made utilizing these grant funds. These are the markers of advancement of a project towards a goal. Outcomes are not restatements of activities (i.e. trainings will be delivered) or immeasurable long-term change. The SOW must identify accomplishments that will be achieved during the period of performance of the grant. All outcomes should be associated with an estimated completion date. In addition, Enterprise will provide a list of outputs for which Grantees must provide estimates, if they are applicable to their proposed grant activities. Outputs are the products of implementing a program or activity.

Lastly, the SOW should provide details on how the grant funds will help to build and/or strengthen the overall capacity of their organization. The SOW must show how this funding will impact the organization, the neighborhood, the system of community development, or any other contextual elements that demonstrate why the program is valuable.

The final SOW, approved by Enterprise and the grantee, must be submitted in Microsoft Word format and may not exceed 4 pages in length. See Appendix I to view the template.
Developing a Grant Budget

The grant budget must provide specific information on the funds needed to sustain the activities in the Grantee’s SOW and show sufficient detail to justify the amount of funds requested for SOW activities.

All costs must be allowable by the federal government and approved by Enterprise. Please see the section on Eligible Use of Grant Funds for additional information about allowable and unallowable costs. To avoid delays with processing grant agreements or reimbursement requests, Awardees should review proposed costs with Enterprise program staff to assess whether they are allowable or unallowable.

The budget template is in Microsoft Excel format and contains two tabs:

- **Budget & Disbursement Request**: Enter the expenses that the grant will support (staff, fringe, consultants, other direct costs, proposed match, etc.).

- **Salary Worksheet (Optional)**: This tab may be used to calculate salary and fringe expenses. Fringe information automatically transfers to Tab 1.

When completing the budget template, please note the following:

- **Staff** should be identified by position, not name. Example: Executive Director or Director of Housing, not Mary Smith or Frank Jones.

- **“Percent of time billed”** refers to amount of salary charged to the grant budget as a percent of the position’s total salary (i.e. amount of salary covered by this grant divided by total salary during the grant period of performance NOT amount of salary covered by this grant divided by total grant).

- **Fringe benefits charged to this program** must be representative of actual costs incurred by the organization. See Tab 2 ‘Salary Worksheet’ on the Excel template or refer to the section regarding Grantee Auditing and Documentation of Expenses for additional information.

- **Consultants** should be identified by type, not name. Example: Housing Development Consultant, not Joe Smith.

- **Approved Indirect Rate** refers to the Grantee’s Indirect Cost Rate Agreement rate approved by a federal government agency or may include a de minimis indirect cost rate of 10% of modified total direct costs†.

- **Proposed Match Budget** should be the total amount of match that will be supporting the Grantee’s project or program being funded with this grant.

The final budget template, approved by Enterprise and the grantee, must be submitted in Microsoft Excel format. See Appendix J to view a template.

† Modified Total Direct Cost means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and Subawards and subcontracts up to the first $25,000 of each subaward or subcontract (regardless of the period of performance of the Subawards and subcontracts under the award). Revised 7/2019
**Grant Terms**

**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.

**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.

**Match** - The Section 4 program requires Enterprise to raise match from private sources for every dollar of Section 4 funds spent at a 3:1 ratio. 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 before the grant agreement is executed to finalize the grant agreement. Additionally, to ensure good communication and consistent project progress, periodic meetings will take place with dedicated grant management and programmatic staff.

**Work Products** – For our records, we request that any work products (i.e. reports, work plans, etc.) developed through grant funding be shared with Enterprise at the end of the grant term.

**Sharing Knowledge with the Field** – Grantees may be asked to participate in a webinar, conference call, panel discussion, or other activity to share outcomes from their grant award with the field. It is our expectation that Grantees participate when possible.

**Reporting** – Grantees are required to provide an Activities Report with each disbursement request detailing the progress made against proposed activities and measurable outcomes. At the close of the grant, the Grantee must provide a Case Study, Production Tracker, Match Certification (if match is provided), Backup documentation, Close Out documents, and any deliverables created as a result of the award.

**Applicable Federal Regulations**

Grantees receiving Section 4 funds must be aware of and understand the federal regulations that govern the use of the program funds. Please see [Appendix F](#) for additional information on the 2 CFR 200 regulations that apply to Section 4 use, Environmental Regulations, the Davis – Bacon Act, Section 3, the Copeland Anti-Kick Back Act and the Uniform Relocation Assistance and Real Property Acquisition Act (URA).

**The Grant Agreement**

Once all required documentation has been submitted, Enterprise staff will perform a final review to ensure program and compliance requirements have been met. Once all requirements have been met and a final SOW and Budget have been agreed upon with program staff, the agreement will be processed. Awardees should allow Enterprise up to 30 days from finalization of required documents for processing of the grant agreement.

Awardees will receive an electronic grant award agreement via email which will include a link that contains the grant-related documents (agreement, disbursement/budget form, standard...
terms and conditions, report templates, federal provisions, FFATA if applicable, etc.) along with instructions on how to execute the agreement and request disbursement.

Before accepting the grant agreement, it is important that organizations review and understand the award documents completely. After reviewing and accepting the grant agreement, the Awardee takes on the role of Grant Recipient and is now responsible for complying with the applicable federal requirements and specific Terms & Conditions of the award and to the prudent management of all expenditures and actions affecting the award.

The Grantee must return a signed copy of the grant agreement and other required forms and return clear, legible scanned copies to Enterprise staff via email. Alternatively, original hard copy signatures are accepted but not preferred.

Upon receipt, Enterprise will countersign the agreement and email one fully executed original to the Grantee for their records. Please note that the grant is not executed until Enterprise countersigns the agreement.

**Disbursement Requests & Grant Close Out**

Grant funds are disbursed on a cost reimbursement basis; grant disbursements occur after expenses have been incurred. Each disbursement request must include a completed and signed Disbursement Request form and an Activities Report on the Grantee’s work to date, as well as any other documents stipulated in the grant agreement.

Below is information on the required documents that must be submitted with each disbursement request.

**Disbursement Request**

Grantee must submit:

- A Disbursement Request form with the following sections completed:
  - **Payment Preference** (top right):
    - Select check or wire transfer box.
    - If wire transfer, enter banking information (Bank Name, Beneficiary Name, Account Name, Account #, ABA #).
    - Confirm wiring information with a Financial Officer within your organization to ensure timely disbursement of funds. If requesting wire payment, Enterprise will need to verbally verify your wire information prior to releasing payment on the first request only.
    - As a reminder, ABA numbers are 9 digits.
  - **Billing and Reporting Period** - Enter the start and end dates that costs were incurred. Please note that costs incurred must fall within the period of performance of the grant. The period listed on the Disbursement Request form must match the period listed on the Activities Report.
  - **Current Request** - Enter the exact dollar amount for each line item you are requesting reimbursement for under the disbursement request. Costs should not be rounded.
Match Totals: Enter the amount of match submitted.

Return the form as a PDF. See Appendix J to view the template.

- A completed Activities Report detailing work performed and progress achieved during the same time period in which the disbursement is requested. The period identified on the activities report must match the period listed on the disbursement form. This should be an in-depth report covering the outcomes that were achieved and how they were achieved – not just a statement that the outcomes were completed. The report should identify achievements and problems encountered, including the reasons for slippage if established objectives and goals will not be or were not met. Also indicate if the program/project is ahead of schedule, on track, or behind schedule. Please note that Enterprise staff reviews progress against the outcomes listed. See Appendix K to view the template. Return in any format (Word or PDF).

- If applicable, back-up documentation to support all requested line item expenses. Depending on the costs supported under the grant this may include copies of authorized timesheets (showing an employee’s daily time, allocated to different projects or funding sources), payroll registers, cancelled checks, invoices, travel and purchase requisitions, expense reports, consultant invoices, etc. Documentation should show that costs are allocable to the grant award and its objectives, that these costs are separate from costs associated with other business activities and funding sources, and that these costs have been incurred. See Examples of Documentation for Common Grant Expenses for more information. Grantees should review the section on their Grant Agreement titled Disbursement Details/Special Conditions to see if back-up documentation is required.

- Certification of Private Match & back up documentation (if not yet submitted): Complete the Match Certification form (see Appendix D) and provide back-up documentation for each match source listed. Back up documentation may include copies of commitment letters from funders, tenant rent rolls, copies of bank statements, cancelled checks, invoices, etc. See Appendix C – Match Guidance for additional info.

Final Disbursement & Grant Close Out

Grantee must submit:

- A properly completed Disbursement Request Form.

- If applicable, backup documentation to support all requested line item expenses.

- A completed Production Tracker addressing all the Grantee’s projects both completed and in the pipeline. Enterprise collects this information from all Section 4 Grantees, regardless of use of funds, to demonstrate the broad impact that a Section 4 investment may have on a Grantee organization. On-going updates of housing development progress ensure HUD can receive information regarding the completion of housing units and opportunities are identified to showcase CDC and CHDO sponsored projects. Please return as an Excel document. See Appendix L to view the template.
• Completed **Close Out Documentation.** The Close Out Documents contain a Closeout Certification Form, Property Statement, and an Inventions, Patents & Copyright Statement. Complete and sign each page and note that questions only apply to the activities performed/supported under the grant – not the overall project. For more information see Appendix M.

• If applicable, **Release of Claim Form:** Enterprise will provide this form if a Grantee will not incur all costs funded under the grant award. See Appendix O to view the template.

• **Certification of Private Match** & back up documentation if not yet submitted.

• Copies of any **deliverables** created under the grant.

• **Case Study Report.** See Appendix N to view the template.

Please allow Enterprise 30 business days to process disbursement requests.

All Grantees are required to retain supporting backup documentation for all requested line item expenses. Documentation should show that costs are allocable to the grant award and its objectives and that these costs are separate from costs associated with other business activities and funding sources. See Examples of Documentation for Common Grant Expenses for examples of acceptable documentation.

**Grant Modifications**
Enterprise recognizes that project circumstances may change over the life of a grant, suggesting a need to modify a grant period of performance or other terms. When this occurs, the Grantee is required to notify Enterprise prior to the end of the period of performance and seek advance approval to modify the grant terms. Changes may not be made to the grant terms without first discussing them with Enterprise.

Depending on the nature of the modification request, a formal or informal modification may be performed.

**Formal Modification**
Formal modification requests are necessary if:

• New, previously unapproved line items are added to the budget.
• Shifts among existing, approved line items in the budget exceed 10% of the grant award.
• There are significant deviations from the approved SOW.
• A period of performance extension is needed.

If a formal modification receives approval, Enterprise will work with the Grantee to modify the appropriate documents and issue an updated agreement that reflects the requested change(s). Revised 7/2019
Informal Modification
Informal modifications are allowable if:

- Shifts among existing, approved line items in the budget do not exceed 10% of the grant award. Please note that any subsequent modifications to the budget, regardless of the amount, must follow the formal modification process for future requests.
- There is a slight shift with an approved project activity, program, or outcome. Grantees must report on this shift in their Activities Report or Case Study, whichever occurs first.

If an informal modification is approved, Enterprise will work with the Grantee to modify the appropriate documents, if applicable. An updated grant agreement will not be generated during the informal modification process.

Recoverable Grants
On occasion, and at the discretion of Enterprise, recoverable grants may be issued to CDCs and CHDOs. Recoverable grants are expected to be repaid. As with all Section 4 funding, recipients of recoverable grants must meet all Section 4 eligibility criteria and comply with federal requirements. The proposed activity must also address Enterprise’s program goals and mission. The repayment date is a realistic date by which the Grantee is expected to repay funds. This date is mutually agreed upon by Enterprise and the grant recipient.

Grantees should record reimbursements from a recoverable grant as a loan. Enterprise staff will have regular (at least two times annually or more frequently) conversations with Grantees to discuss the status of work being supported under the recoverable grant, and to discuss potential sources of repayment if the grant needs to be repaid at that time.

Repayment of Funds
Unless otherwise notified by Enterprise, the Grantee shall return the entire grant amount to Enterprise no later than the anticipated repayment date as listed on the grant agreement. Check payments must reference the grant number and be sent to the mailing address below:

Enterprise Community Partners, Inc.
Attn: Grant Repayments
P.O. Box 64854
Baltimore, MD 21264-4854

Please note that failure to comply with Close Out requirements can result in recapture of funds and ineligibility for future grant funding from Enterprise.

Grantee Auditing & Documentation of Expenses
All grant awards are subject to random selection for review by Enterprise Community Partners' Sub-Recipient Auditor. The Grantee must maintain a file with all grant-related documentation such as the fully executed grant agreement, reports, consultant contracts and back-up documentation as outlined below for expenses related to each disbursement request under the

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grant agreement. Should your organization be selected for audit, you will be notified in writing by Enterprise’s Sub-Recipient Auditor. Grantees must keep copies of all documents and expense records associated with the grant award for six (6) years after close-out.

**Examples of Documentation for Common Grant Expenses**

<table>
<thead>
<tr>
<th>Grant Budget Category</th>
<th>Grant Budget Line Item</th>
<th>Required Documentation for Disbursement</th>
</tr>
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<tbody>
<tr>
<td>Salary &amp; Benefits</td>
<td>Salary</td>
<td>• Timesheets that include the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Documents all the employee’s time for the timesheet period</td>
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<tr>
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<td></td>
<td>o Number of hours allocated to specific grants or projects based on funding source (both Federal awards and other activities)</td>
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<tr>
<td></td>
<td></td>
<td>o Is prepared at least monthly and coincides with one or more pay periods</td>
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<td></td>
<td></td>
<td>o Employee signature</td>
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<tr>
<td></td>
<td></td>
<td>o Supervisor signature</td>
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<tr>
<td></td>
<td></td>
<td>• Payroll register highlighting the name(s) of each employee(s) charged to the grant.</td>
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<tr>
<td></td>
<td></td>
<td>• Copies of checks or direct deposit transmittals.</td>
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<tr>
<td>Fringe</td>
<td></td>
<td>• All invoices for fringe benefits charged to the grant and paid to the provider of services, e.g. medical, dental, workers compensation etc. OR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Federally Approved Indirect Cost Rate Agreement</td>
</tr>
<tr>
<td>Consultants</td>
<td>Consultant Expenses</td>
<td>• Consultant agreement contract.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Invoices.</td>
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<tr>
<td></td>
<td></td>
<td>• Copies of checks.</td>
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<tr>
<td>Other Direct Costs</td>
<td>Travel</td>
<td>• Signed Expense Report including purpose of travel and allocation/coding to funding source.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Copies of itemized receipts.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Copies of checks or direct deposit transmittals.</td>
</tr>
<tr>
<td></td>
<td>Training</td>
<td>• Receipts or invoices for registration/training expenses.</td>
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<tr>
<td></td>
<td></td>
<td>• Copy of training agenda.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Copies of checks or direct deposit transmittals.</td>
</tr>
</tbody>
</table>
| Supplies (copying, printing, hardware, software, etc.) | • Copies of Itemized Receipts.  
• Copies of checks. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Costs</td>
<td>Overhead or G &amp; A</td>
</tr>
</tbody>
</table>
| • 10% of Modified Direct Costs (no backup required).  
OR  
• Federally Approved Indirect Cost Rate Agreement |

If you have other questions regarding federal cost requirements refer to [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) or contact your Enterprise Grants Specialist.
Appendix A – Organizational Requirements

HUD Section 4 Program – Eligible Organizational Types
These Section 4 Capacity Building grant funds are limited to organizations that are CHDOs, CDCs and organizations that meet the eligibility requirements described below.

A CDC is defined as:

A nonprofit organization that has the following characteristics:

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

A CDC that does not qualify under the characteristics 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 Section (a).
- 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.

**A Community Development Housing Organization (CHDO)** is a private nonprofit, community-based service organization that has obtained or intends to obtain staff with the capacity to develop, own, or sponsor affordable housing for the community and/or region it serves. CHDO designation is granted by participating jurisdictions (PJs) in relation to the HOME Program requirements, and not by Enterprise.

Additional information about CHDOs and obtaining CHDO status can be found at [https://www.hudexchange.info/home/topics/chdo/](https://www.hudexchange.info/home/topics/chdo/)

**Section 4 Rural Capacity Building Funds**
Enterprise is required to spend a portion of its Section 4 award supporting CDCs and CHDOs as they carry out community development and affordable housing activities that benefit low and moderate-income families and persons in rural areas. Applicants applying for Rural Section 4 grant funding must meet the Section 4 CDC and/or CHDO eligibility requirements listed above.

Organizations that are sufficiently similar in purpose, function and scope to those entities qualifying under the CDC characteristics above may also qualify as eligible however, this determination must be made by Enterprise. Examples of organizations that may be eligible include:

- 501 (c) 3 Nonprofit Tribal Organizations
- Tribally Designated Housing Entities (TDHE)
- Tribal Housing Authority
- Federally- recognized Tribes

In addition, areas served by Grantees 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**
In addition to the requirements listed above, Enterprise also requires that Applicants and/or Grantees have appropriate and demonstrated staff capacity and/or an established relationship
with a fiscal agent or fiscal sponsor to successfully perform the proposed activities. A relationship must be established prior to receiving a grant award. Definitions for each are as follows:

- **Demonstrated Staff Capacity**: Staff – either full-time, part-time and/or contract employees – must have experience relevant to the proposed project or program and are responsible for the day-to-day organizational duties for the project and beyond.

  Grantees may not rely solely on volunteers, donated staff, board members or consultants to meet the capacity requirement unless using a Fiscal Agent or Fiscal Sponsor.

- **Use of Fiscal Agents or Sponsors**
  If a Grantee does not have the necessary demonstrated staff capacity, it may opt to partner with an organization to serve as their fiscal agent or fiscal sponsor. Grantees proposing to use a fiscal agent or fiscal sponsor must have an established relationship with the partnering organization prior to receiving a grant award.

  - **Fiscal Sponsor** - Fiscal Sponsors must meet all eligibility criteria under this funding opportunity. This arrangement permits a Fiscal Sponsor to assume responsibility for the grant award on behalf of the Grantee for the proposed project and/or program. The Sponsor would serve as the Grantee and would assume control of the award, manage funds and fulfill all reporting requirements. The Sponsor would need to complete the questionnaire for subrecipients of federal funding (see Exhibit G) prior to receiving a grant.

  - **Fiscal Agent** - Refers to a contractual arrangement between the Grantee and an established agent. The Agent would provide practical assistance such as administrative or financial management advice and support. The Grantee would ultimately be responsible for control of the award, oversight of funding, and ensure the completion of all reporting requirements.

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**Appendix B – DUNS & SAM Guidance**

All Grantees, subcontractors, and consultants receiving federal funds through Enterprise Community Partners must have or obtain a Data Universal Numbering System (DUNS) number and maintain an active account in the System for Award Management (SAM).
Registration information for each system is below:

**Resources for DUNS Number**
The DUNS number is a nine-digit number, issued by Dun & Bradstreet, which is assigned to and used by businesses and the federal government to keep track of more than 70 million businesses world-wide. A DUNS number can be obtained free of charge by applying online at [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform) or by phone at 1-866-705-5711 from Monday - Friday 7 AM to 8 PM C.S.T.

For Hearing Impaired Customers Only call 877-807-1679 (TTY Line). It normally takes about 1-2 business days to receive a number if applied for online and immediately if applied for by phone. The DUNS number is normally available for use 24-48 hours after it has been received. Once entered, and the registration process is completed, the DUNS number will need to be verified by the system.

**Resources for System for Award Management (SAM)**
The System for Award Management (SAM) is a free web site hosted by the federal government that consolidates the government-wide award reporting systems into one system. SAM streamlines processes, eliminating the need to enter the same data multiple times, and consolidates hosting to make the process of doing business with the government more efficient. The website and information on how to create a user account is found at [https://www.sam.gov/portal/SAM/##11](https://www.sam.gov/portal/SAM/##11).

To receive a grant award, 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.

Additionally, please make sure that your sub-Grantees or contractors that receive federal funds are aware that they must have a DUNS number and be registered in SAM in order to be in compliance with federal reporting requirements.
Appendix C – Match Guidance

The Section 4 program requires Enterprise to raise match from private sources for every dollar of Section 4 funds spent at a level of 3:1. Enterprise in turn requests that Grantees demonstrate their ability to provide matching dollars. Match reflects private-sector dollars received by the organization that supports the same project or program being funded with this grant.

Once match has been identified, the Grantee must complete a Match Certification Form. On the form, please list all match sources that will be used, along with the commitment amount for each. An authorized representative from the Grantee organization must sign at the bottom of the form. The Grantee must also provide documentation to support the identified match.

Information about acceptable and unacceptable match sources is listed below:

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 Potential Backup Documentation to be collected post-award:

<table>
<thead>
<tr>
<th>Acceptable Match</th>
<th>Required Backup Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Donations</td>
<td>Copy of check</td>
</tr>
<tr>
<td>Foundation and Corporate Grants</td>
<td>Award letter AND copy of check</td>
</tr>
</tbody>
</table>

Developer Fees

- Third party verification that the funds being used are privately sourced. A signed agreement between the parties must be submitted and must identify the investor or equity contributor and clearly confirm that the investment is privately sourced. Limited Partner is NOT the same as an Investor, usually a Limited Partner Agreement (LPA) will show the investor(s).
- Documentation showing the receipt of funds must also be submitted (such as a copy of the check or highlighted bank statement or wire receipt).
<table>
<thead>
<tr>
<th>Line of Credit (to the extent funds have been drawn)</th>
<th>Copy of the executed loan agreement AND highlighted bank statement or wire receipt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operational Revenue, such as tenant rent or management fees (as it relates to the grantee’s scope of work)</td>
<td>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. Either a management agreement that shows how grantee is being billed OR the conditions under which grantee is being billed OR financial statements that shows what has been billed OR invoices (if applicable);</td>
</tr>
<tr>
<td>Management Fees</td>
<td></td>
</tr>
<tr>
<td>Loans, equity or developer fees from projects not directly-financed by any of the Section 4 intermediaries (Enterprise, LISC, Habitat) and privately</td>
<td>Construction loan agreement or tax equity syndication letter AND highlighted bank statement or wire receipt.</td>
</tr>
<tr>
<td>acquired (rare)</td>
<td></td>
</tr>
<tr>
<td>Land acquired (rare)</td>
<td>Donation - Proof of how the value of the land was determined such as an appraisal document and proof of the title passing. 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.</td>
</tr>
</tbody>
</table>

**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 contact will help to ensure all necessary documentation is collected.

**Note:** *Additional documentation may be required above and beyond what has been described*

**Examples of Unacceptable Match Funds**
- Sources that have been used as match for other grants/loans, including prior grants/loans from Enterprise, LISC, or Habitat.
- Publicly sourced, even if non-federal (such as funds from cities, states, or housing authorities).
- Grants, loans, equity investments, or developer fees associated with projects that are directly funded by Enterprise, including Enterprise Community Investment syndication of tax credits or grants or loans from Enterprise Community Loan Fund, LISC (NEF, NMSC) and Habitat.
Enterprise seeks to collect match with the other documents required for grant execution (i.e., at the beginning of the grant period). However, match can be submitted to Enterprise throughout the grant’s period of performance.

During every Section 4 funding round, grant applicants will be asked to propose match in their Full Proposal (Phase 2) application. If awarded grant funding, the grantee should submit this match or replace it with an alternate, eligible source(s).

All match must be submitted to Enterprise prior to issuing the final disbursement of grant funds and closing out of the grant.
Appendix D - Match Certification Form

INSTRUCTIONS: Complete items 1-6. Sign, date, and return this form as a PDF prior to or with your “Request for Disbursement”. The Certification Form is not considered complete if documentation (copies of commitment letters, cancelled checks, etc.) for all listed match contributions is not attached.

1. GRANTEE:
2. GRANT #
3. GRANT AMOUNT:

4. PRIVATE SECTOR
   (Foundations, Trusts, Corporations, Individual Contributions)

   SOURCE NAME                      AMOUNT
   __________________________________________ $____________________
   __________________________________________ $____________________
   __________________________________________ $____________________
   __________________________________________ $____________________
   __________________________________________ $____________________

5. DEVELOPER FEES
   (Amount Received)              $____________________

6. TOTAL PRIVATE MATCH FUNDS
   (Line 4 + Line 5)              $____________________

I certify that the Total Private Match Funds identified on line 6 above are from private sources for the period ending ___________ (enter date of grant period of performance), do not duplicate any match for other federal or public awards, and are actual, allowable and necessary for the accomplishment of the project or program outlined by the Grant.

CERTIFICATION

I __________________________________________ Date:_______

By:______________________________________________

Name (please print): ______________________________________

Title: __________________________________________

ENTERPRISE USE ONLY
PROJECT I.D. #
ACTIVITY

Appendix E – Consultant Guidance

Revised 7/2019
Enterprise, as a recipient of Section 4 funds, is required to pass down certain federal requirements and restrictions to the consultants our Grantees choose to work with.

Selection
It is our expectation that consultants will be selected via an open, competitive process. We understand that, in very rare circumstances, an RFP may not be feasible and in those situations, consultants may be selected in a non-competitive sole source process. In those instances, the Grantee is obligated to document their reasoning for not issuing an RFP and explain why the selected consultant was the best suited for this work. Please note that a lack of planning or administrative inconvenience is not an acceptable justification for a sole source selection process.

Narrative and Budget
Organizations proposing to hire a consultant with a portion of their Section 4 grant must ensure that their proposal application provides specific details about the activities the consultant will conduct and why their consultant services are vital to the program’s success. Also, the program budget submitted must clearly show the amount of labor and expenses the consultant is expected to accrue.

Guidance on Labor Rate breakdown for Consultants
Consultants must charge rates that are consistent with rates charged on their other contracts/agreements. Additionally, Section 4 program funds may not be used, directly or indirectly, to pay or provide reimbursement for payment of the salary of a consultant or a contractor at more than the daily equivalent of the rate paid for the level IV of the Executive Schedule, without prior written approval from HUD. For more information on the Executive Schedule, please see the Office of Personnel Management (OPM) website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level.

Enterprise is required to ensure expenses paid utilizing HUD’s funds are not only fair and reasonable but also eligible expenses per federal regulations. Thus, Enterprise requires a breakdown of all proposed labor amounts to include direct (actual) hourly rates and indirect costs (if applicable). If a consultant proposes to include indirect costs (IDC), the proposal must be accompanied by an Indirect Cost Rate Agreement approved by a federal government agency or may include a de minimis indirect cost rate of 10% of Modified Total Direct Costs (MTDC).

A large organization or an organization that receives large amounts of federal funds will generally have a federal government approved negotiated indirect cost rate agreement (NICRA) from one federal agency (usually the federal agency or department from which the organization receives the most funding - its cognizant federal agency). This will be accepted by all federal agencies and by organizations like Enterprise that pass through federal funds. Smaller organizations or individual consultants may not have an approved indirect cost rate and may elect to charge a de minimis rate of 10% of MTDC. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first $25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award).

Revised 7/2019
Confirmation of DUNS # and SAM Registration for Consultants
As noted above under Administrative Requirements, all Grantees, subcontractors and consultants receiving federal funds through Enterprise Community Partners must have or obtain a Dun & Bradstreet (DUNS) number and maintain an active account in the System for Award Management (SAM).

Selected consultants must provide the Grantee with their DUNS # and confirmation of a current account in SAM.

Any contracts that the Grantee enters into, that will be paid (in whole or in part) for by this grant, must include the same federal provisions that are included in the original grant agreement. An example of a contract addendum, with the federal provisions, is available upon request. Please contact your Enterprise Grants Specialist for an example. You may use this document in its entirety or incorporate the federal flow down provisions in your own format. The federal flow down provisions must be signed and returned to your organization by the selected consultant.
Appendix F – Applicable Federal Regulations

Grantees receiving Section 4 funds should understand the federal regulations that govern the use of the program funds.

2 CFR 200
The Section 4 program is governed by 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Environmental Regulations
In 1969, the federal government enacted the National Environmental Policy Act (NEPA) as the basic national charter for the protection of the environment. In turn, HUD applied the goals and policies of NEPA to its own set of agency-specific regulations that are set forth in 24 CFR Part 50: Protection and Enhancement of Environmental Quality. The environmental standards help to ensure that a proposed activity will not negatively affect the environment or that the environment will not negatively affect a proposed project.

The environmental effects of each activity carried out with HUD funds must be assessed in accordance with NEPA and related authorities listed in HUD’s implementing regulations in 24 CFR Part 50. An activity can fall into three environmental categories:

Exempt (Categorical exclusions not subject to the Federal laws and authorities cited in 24 CFR 50.4) – As a general rule, exempt activities do not alter physical conditions and have no effect on human beings or the physical environment. Following are examples of activities that are exempt from the environmental review process under 24 CFR Part 50:

- Administrative Costs
- Loan Payments
- Project Planning/Development
- Feasibility Studies
- Environmental Studies
- Interim Assistance
- Project Engineering & Design
- Consulting Services

If Section 4 funds activities are considered “Exempt,” no environmental review is required.

Categorically Exempt (Categorical exclusions subject to the federal laws and 24 CFR 50.4) – These activities involve changes to the physical environment, but will not receive further environmental scrutiny. Only HUD can determine if a project is categorically excluded. The following activities are considered categorically excluded from further environmental review per 24 CFR Part 50:

- Acquisition or disposition of an existing structure
- Barrier-free renovation projects, such as making structural renovations to meet ADA regulations
- Mortgage prepayments or plans of action, including incentives
- A one-to-four-unit project or a project with more than four units on a scattered site basis if none of the proposed sites are closer than 2,000 feet to each other
- Rehabilitation of structures when the following conditions are met:
  - Unit density is not changed by more than 20 percent

Revised 7/2019
There are no changes in land use from residential to non-residential or from non-residential to residential

The estimated cost of rehabilitation is less than 75 percent of the total cost of replacement after rehabilitation

Environmental Assessment (EA) Required – If a proposed activity does not meet the criteria to be considered exempt or categorically exempt from further environmental review, an environmental assessment (EA) must be completed.

For activities that are not exempt, Enterprise will not commit grant funds to an organization until the required documentation of HUD approval under Part 50 (HUD Form 4128) has been provided.

Davis Bacon Act
The Davis-Bacon Act requires the payment of no less than the wages that prevail in the locality to all construction laborers and mechanics employed on the covered project. In this way, the local economy is supported and local contractors are ensured a level playing field in competitive bidding. This is applicable to all federal government construction contracts and most contracts for federally-assisted construction over $2,000 and must include provisions for paying workers on-site, no less than the local prevailing wages and benefits paid on similar projects.

Davis Bacon does not apply if federal funds are used solely for non-construction costs. Non-construction costs may include real property acquisition; architectural/engineering fees; legal or accounting services; and real estate taxes.

Davis Bacon would not be triggered if a Grantee or borrower uses only private funds for rehabilitation or construction. Information on the Davis-Bacon Act and how to apply it can be found on the following website: [http://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf)

Uniform Relocation Assistance and Real Property Acquisition Act (URA)
URA is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property or displaces persons from their homes, businesses or farms. URA’s protections and assistance apply to the acquisition, rehabilitation or demolition of real property for federal or federally funded projects.

The objectives are as follows:

- To encourage and expedite acquisition by agreement, without coercion.
- Uniform, fair and equitable treatment.
- To lessen the impact of displacement.
- To ensure decent, safe and sanitary housing is available and affordable for displaced persons.
Federal funding of a project, and sometimes local requirements, trigger the URA. Preliminary work, such as market studies, does not trigger the URA. The URA is applicable at the point when:

- Site is found to be suitable
- Project is named for purchase
- Project is deemed viable and application for funding is made.

Documentation requested by Enterprise as evidence of compliance may include:

- Copy of the general notice to tenants with date of notice and date application for funding is made;
- Copy of Notice of Eligibility for Relocation Assistance;
- Copy of 90 Day Notice to Tenants;
- Relocation Plan and Proof of Adoption, if available; and
- Proof of Relocation Advisory Services to Tenants (e.g. contract)

Additional information on the URA can be found at:

Section 3
Section 3 is a provision of the Housing and Urban Development Act of 1968 intended to ensure that when employment or contracting opportunities are generated as a result of a covered project or activity necessitating the employment of additional persons, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.

Section 3 requirements may be triggered if federal funds are used for rehabilitation and construction costs of a project. Additional guidance can be found at:

Copeland Act Anti-Kickback Provision
The Copeland Act is administered by the Wage and Hour Division (WHD). The "Anti-Kickback" section of the Copeland Act applies to all contractors and subcontractors performing on any federally funded or assisted contract for the construction, completion or repair of any public building or public work, except contracts for which the only federal assistance is a loan guarantee. This provision applies even where no labor standards statute covers the contract.

The regulations pertaining to Copeland Act payroll deductions and submittal of the weekly statement of compliance apply only to contractors and subcontractors performing on federally funded contracts in excess of $2,000 and federally assisted contracts in excess of $2,000 that are subject to federal wage standards.
The "Anti-Kickback" section of the Act prohibits a contractor or subcontractor from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act and implementing regulations require a contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period. The regulations also list payroll deductions that are permissible without the approval of the Secretary of Labor and those deductions that require consent of the Secretary of Labor. Additional information the “Anti-Kickback” provision of the Copeland Act can be found at http://webapps.dol.gov/elaws/elg/kickback.htm.
Appendix G – Questionnaire for Sub-recipients of Federal Funding

Organizations that receive a grant award from Enterprise will be required to submit a completed Sub-recipient Questionnaire and provide supporting documentation related to their organization’s policies and procedures. This request is based on federal requirements contained in 2 CFR 200 which require Enterprise to review and evaluate the risk associated with potential grantees prior to making awards.

The following questions and documents must be submitted by each applicant invited to submit a full application who did not respond to a questionnaire in the 2015 or 2016 funding rounds:

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>E-mail Address:</td>
<td></td>
</tr>
<tr>
<td>Date: (mm/dd/yy):</td>
<td></td>
</tr>
</tbody>
</table>

Federal Funding for which you have applied (i.e. Section 4 Capacity Building):

General information about your Organization

1. Is your organization newly-formed (within the past two years)?
   - [ ] Yes
   - [ ] No

2. Have you had substantial staff turnover or a significant internal reorganization within the past year?
   - [ ] Yes
   - [ ] No
   If YES, please explain:

3. Have you installed new financial software or systems within the past two years?
   - [ ] Yes
   - [ ] No
   If YES, please indicate what financial systems you installed:

Previous Federal Funding

1. Have you received funding from this federal program before?
   - [ ] Yes
   - [ ] No
   If YES, when?

2. Within the past two years, have you received any federal funding directly from a Federal agency? Or have you received funding from a state or local government?
   - [ ] Yes
   - [ ] No
   If YES, please explain:

3. Has a pass-through entity (Enterprise or another organization) notified you that you had any compliance problems?
   - [ ] Yes
   - [ ] No
   If YES, please explain:

Policies and Procedures

1. Do you have written financial management and accounting procedures?
   - [ ] Yes
   - [ ] No
   If YES, do they cover all accounting functions? (i.e., Accounts Payable, Billing and Accounts Receivable, Payroll, General

Revised 3/2018
Ledger, Signing/Approval Authority, Cost Allocation Plan
Please submit a copy of the procedures or a write-up that covers these functions.

2. Do you have written procurement and contracting policies?
   Please provide copies of the procedures or documentation.

3. Do you have written personnel policies and procedures?
   Please provide copies of the procedures or documentation.

4. Do you have measures in place to safeguard private or confidential information (e.g., Social Security numbers, health information, financial data)?
   Please provide copies of the procedures or documentation.

Internal Controls

1. Salaries and Wages
   a. Do you use signed timesheets or personnel activity reports to support charges for all hours worked?
      If YES, please provide a copy.

   b. Are they signed by the employee?

   c. Are they signed by the supervisor?

   d. Do the timesheets or activity reports allocate an employee’s time based on source of funding?

   e. Can the hours charged be traced to payroll registers, issued and cancelled payroll checks/direct deposits and bank statements?

2. Fringe Benefits
   a. Do you use a percentage rate to charge fringe benefits to projects or funding sources?
      If YES, is the rate applied to salaries and wages?
      If YES, does the rate include all fringe benefit costs consistent with established benefit programs?
      If NO, how do you calculate fringe benefits applied to projects/funding sources?

3. Consultants and Contractors
   a. Do you support expenses for professional, consulting, and contracted services with executed contractual agreements?
      If YES, please provide a copy of a consultant or contractor agreement.

   b. Do you only pay consultants and contractors based on approved invoices, receipts or agreements?
c. Can payments be traced to payment registers and disbursement/credit card statements?

d. Do you document specific allocation/coding to a funding source?

4. Travel
   a. Do you use an expense report or other method of itemized invoices and receipts or travel authorization forms to support travel expenses? If YES, provide a copy of an expense report.
   b. Do the supporting documents include the purpose for travel in writing?
   c. Can payments be traced to payment registers and disbursement/credit card statements?
   d. Do you document a specific allocation/coding to a funding source?

5. Training and Professional Development
   a. Do you have written policies for training and professional development? If YES, please provide a copy.
   b. Do you pay for training and professional development based on invoices or receipts?
   c. Can payments be traced to payment registers and disbursement/credit card statements?
   d. Do you document specific allocation/coding to a funding source?

6. Other Direct Costs
   Do you maintain documentation for the following types of expenses?
   a. Reproduction
   b. Supplies and Materials
   c. Occupancy and Space
   d. Office Equipment
   e. Communication and Postage
   f. Other Expenses

7. Indirect Cost Rates
   a. Do you have a Federally Approved Indirect Cost Rate Letter? If YES, please provide a copy.
   If NO, you may elect to charge a flat rate of 10% of modified total direct costs.
Financial Statements and Single Audit Reports

Applicants are **required** to send an electronic copy of the organization’s most recent audited financial statements and a copy of the Single Audit (if one was required by federal regulations).

A Single Audit is only applicable to an applicant organization that has expended over $750,000 of federal funds during its previous or current fiscal year.

**Date of Financial Statements (mm/dd/yyyy):**

1. Were the financial statements audited?  
   - If YES, were there any audit findings?  
     - If there were audit findings, was a corrective action plan developed?  
     - Please send a copy.

2. Was the organization required to have a Single Audit?  
   - If YES, please provide a copy of your Single Audit Report.
   - Based on the Single Audit Report:
     - (a) Were any material weaknesses identified?  
     - (b) Were any reportable conditions identified?  
     - (c) Were any instances of non-compliance disclosed?  
     - (d) Were any questioned costs identified?

   If you did NOT have a Single Audit, provide documentation of previous year’s Federal Expenditures.

3. If any responses to (a), (b), (c) or (d) are YES, has the organization developed a corrective action plan for the Single Audit?  
   - Please send an electronic copy of the plan.

**Additional Comments:**

**CERTIFICATION:**

By signing this questionnaire, I certify the following:

The information provided in this Questionnaire for Sub recipients of Federal Funding is true and correct to the best of my knowledge.

I am an authorized representative of the organization.

**Signature:**

**Printed Name:**

**Title:**

**Organization:**
Useful terms and definitions:

- **Accounting controls**: methods and procedures for the authorization of transactions, safeguarding of assets, and accuracy of accounting records.
- **Administrative controls**: plan of organization and all methods and procedures that help management plan and control operations.
- **Allocations**: subdivisions of a funding source into more detailed categories, such as a cost center or programs.
- **Audit**: examination of the financial records of the organization to evaluate the internal control system, to determine if financial statements have been prepared in accordance with generally accepted accounting principles, and to discover potential material errors.
- **Audited financial statements**: financial statements that have been examined by a Certified Public Accountant (CPA) who issues an opinion letter, called the auditor’s report.
- **Audit trail**: a set of references that allow an individual to trace back through accounting documents to the source of any number.
- **Cost center**: unit or department in an organization for which a manager is assigned responsibility for costs.
- **Direct costs**: a) costs incurred within the organizational unit for which the manager has responsibility; b) costs of resources used for direct provision of goods or services.
- **Direct expenses**: those expenses which can be specifically and exclusively related to the activity within the cost center.
- **Expense**: the cost of services provided; expired cost.
- **Financial accounting**: system that records historical financial information, summarizes it, and provides reports of what financial events have occurred and of what the financial impact of those events has been.
- **Financial management**: the subset of management which focuses on generating financial information that can be used to improve decision-making.
- **Financial statements**: reports that convey information about the organization’s financial position and the results of its activities.
- **Fringe benefits**: employee benefits, compensation provided to employees in addition to their base salary. Examples are health insurance, life insurance, vacation, or holidays.
- **Indirect costs**: a) costs assigned to an organizational unit from elsewhere in the organization; b) costs within a unit that are not incurred for direct provision of goods or services.
- **Internal control**: a system of accounting checks and balances designed to minimize both clerical errors and the possibility of fraud or embezzlement; the process and systems that ensure that decisions made in the organization are appropriate and receive appropriate authorization.
- **Modified Total Direct Cost**: all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first $25,000 of each subaward and subcontract.
- **Payment register**: a permanent journal that records financial transactions.
Checklist

Following are the documents or other materials that a sub recipient should submit with the Questionnaire for Sub recipients of Federal Funding.

Required Documents

- Financial management and accounting procedures (or a write-up covering the major functions)
- Procurement and contracting policies and procedures
- Personnel policies and procedures
- Procedures to safeguard confidential information
- Copy of a timesheet or personnel activity report
- Copy of a consultant or contractor agreement
- Copy of an expense report
- Copy of most recent audited financial statements

Other Documents if applicable

- Training and professional development procedures (if applicable)
- Copy of federally approved indirect cost rate letter (if applicable)
- Copy of sub recipient’s corrective action plan for audit findings (if required)
- Copy of most recent Single Audit (if required)
- Copy of previous year’s Federal Expenditures (if Single Audit is not required)
- Copy of sub recipient’s corrective action plan for Single Audit (if required)
Appendix H – Previous Applicants Questionnaire for Sub-recipients of Federal Funding

Your organization previously responded to a questionnaire from Enterprise when you applied for Section 4 Capacity Building funds in either the 2015 or 2016 funding rounds. Enterprise would like to know if there have been any substantial changes in your organization in the past year that might affect your ability to effectively spend and document the use of federal funds.

Organization Name: 
Address: 
Contact Person: 
Title: 
Phone Number: 
E-mail Address: 
Date: 

Federal Funding for which you have applied (i.e. Section 4 Capacity Building):

Follow up information about your Organization

1. Have you had substantial staff turnover or a significant internal reorganization within the past year?  
   Yes  No
   If YES, please explain:

2. Have you installed new financial software or systems within the past year?  
   Yes  No
   If YES, please indicate what financial systems you installed:

3. Have you developed any new financial or operational manuals or procedures?  
   Yes  No
   If YES, please submit a copy of the manuals or procedures.

4. Are you currently using the same timesheets or personnel activity reports that you last submitted to Enterprise?  
   Yes  No
   If NO, please provide a copy of the new timesheets that you are using. Indicate how the timesheets allocate an employee’s time based on source of funding, and where the timesheets are signed by the employee and the supervisor.
5. Please confirm that your organization is complying with the relevant financial and administrative requirements of the OMB Uniform Guidance (2 CFR 200).

The relevant portions include:
- 200.302 Financial Management
- 200.303 Internal Controls
- 200.318-326 Procurement
- 200.333 (1st Paragraph) and 200.335-336 Records Retention and Access
- 200.430 Standards for documentation of personnel expenses
- 200.431 Compensation – Fringe Benefits

Financial Statements and Single Audit Reports

Applicants are required to send an electronic copy of the organization’s most recent audited financial statements and a copy of the Single Audit, if one was required by federal regulations.

A Single Audit is only applicable to an applicant organization that has expended over $750,000 of Federal Funds during its previous or current fiscal year.

Date of Financial Statements (mm/dd/yyyy):

CERTIFICATION:

By signing this questionnaire, I certify the following:

The information provided in this Questionnaire for Sub recipients of Federal Funding is true and correct to the best of my knowledge.

I am an authorized representative of the organization.

Signature:

Printed Name:

Title:

Organization:
Appendix I – Scope of Work

Scope of Work Narrative – Exhibit A

Instructions for each section are outlined in italics below. Remove instructions and replace the blue text with proposal language. In total, this narrative document should not exceed 4 pages. Please submit in Microsoft Word format.

Grantee Name and Address:
Enter the organization’s full legal name and mailing address. Do not list ‘doing business as’ names.

Grant Number: As generated by the Salesforce system.

Abstract:
Provide a brief paragraph summarizing what the grant funds will be used for. The summary should cover the following information:

- Name of the organization
- Amount of grant request
- Expenses grant funds will support
- Date all work will be completed

Narrative and Activity Descriptions: (please limit this main narrative and activities section to 2 pages)
The narrative should include the following:

- Organization: Provide 1 paragraph background on the organization’s history, mission, core values and goals, areas served, and target audience.
- Activity: Provide a detailed description of the proposed use of Enterprise funds, and anticipated impact on the organization’s capacity/ability to complete the stated goals. Indicate the time period in which program activities will begin and conclude.

If the proposal focuses on advancing a specific real estate project or projects, include project specific detail such as address, type, number of units, population and AMI details, status of project and challenges to advance.

Budget Narrative:
Provide a description of the intended use of funds – e.g. identify staff, consultant, other direct costs, amount of budget to each and anticipated schedule for disbursement of funds.

For staff costs, please identify staff by title and list the specific project-related tasks that each will be responsible for under the grant.

Organizational Capacity Building Goal (one paragraph):
Explain how grant funds will help build and/or strengthen the overall capacity of the organization. What are the organization’s capacity-building needs for the proposed activities/project? How will this award enable the organization to proceed and build its capacity to preserve or develop in the future? What lasting capacity will remain with the organization once the grant has concluded?

Match
Please enter estimated sources for the private match below.
### Scope of Work Narrative – Exhibit A

<table>
<thead>
<tr>
<th>Source</th>
<th>Proposed Amount</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Sources (Foundations, Corporations, Individuals, other revenue, etc.)</td>
<td></td>
<td>□ Received</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Approx receipt date: [_______]</td>
</tr>
<tr>
<td>Sub-Recipient Private Funds or Development Fees (e.g.: revenue)</td>
<td></td>
<td>□ Received</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Approx receipt date: [_______]</td>
</tr>
</tbody>
</table>

### MEASURABLE OUTCOMES

List the goals and outcomes that the activities will accomplish, along with a timeline for each. How will progress and success be monitored and measured? If any deliverables will be produced as a result of this award, describe them.

Reminder: Outcomes are the specific, measurable and meaningful effects your programs or activities produces on the people or issues served or addressed. Outcomes are not restatements of activities (i.e. trainings will be delivered) or immeasurable long-term change.

### MEASURABLE OUTPUTS

Review each output and provide estimates for the outputs listed below, as applicable. Reminder: outputs are produced as a result of implementing a program or activity.

<table>
<thead>
<tr>
<th>Output</th>
<th>#</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ invested into community programs</td>
<td></td>
<td>Total dollar amount of financial assistance provided to community development programs. Examples of community building programs include community health programs, community safety initiatives, and after school programs.</td>
</tr>
<tr>
<td># of community programs supported</td>
<td></td>
<td>Count of new/existing community development programs supported with capacity building services of financial investments. Examples of community building programs include community health programs, community safety initiatives, and after school programs.</td>
</tr>
<tr>
<td># of businesses assisted</td>
<td></td>
<td>Count of businesses assisted as a result of capacity building grants or technical assistance.</td>
</tr>
<tr>
<td># of organizations served</td>
<td></td>
<td>Count of organizations served by capacity building services or financial assistance.</td>
</tr>
<tr>
<td>$ invested into community development projects</td>
<td></td>
<td>Total dollar amount of financial assistance provided to community development projects. Examples of capacity building projects include commercial construction, park/green space development, and infrastructure work.</td>
</tr>
<tr>
<td># of community development projects supported</td>
<td></td>
<td>Count of new/existing community development projects supporting with capacity building services or financial investments. Examples of capacity building projects include commercial construction, park/green space development, and infrastructure work.</td>
</tr>
<tr>
<td># of jobs created</td>
<td></td>
<td>Count of jobs created as a result of capacity building services or financial assistance.</td>
</tr>
</tbody>
</table>
### Scope of Work Narrative – Exhibit A

<table>
<thead>
<tr>
<th>Metric</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td># of housing units put in the development process</td>
<td>Count of houses placed in the development process as a result of capacity building services or financial assistance. Because of the performance period of the grant, work by the grantee may only have time to impact the front-end housing development, so this output captures those units that will be fully constructed and occupied after the end of grant performance period.</td>
</tr>
<tr>
<td>$ of new or expanded Federal funding received</td>
<td>Dollars of Federal funding received by organizations that newly accessed or expanded their Federal funding after obtaining capacity building.</td>
</tr>
<tr>
<td># of businesses created</td>
<td>Count of businesses created as a result of capacity building services or financial assistance.</td>
</tr>
<tr>
<td># of jobs retained</td>
<td>Count of jobs retained as a result of capacity building services or financial assistance.</td>
</tr>
<tr>
<td># of new housing units created</td>
<td>Count of new housing units created as a result of capacity building services or financial assistance.</td>
</tr>
<tr>
<td># of organizations newly accessing or expanding Federal funding</td>
<td>Count of organizations who were assisted with capacity building, which led to obtaining new or additional Federal funding.</td>
</tr>
<tr>
<td># of new community partnerships developed</td>
<td>Count of new/existing community development partnerships supported with capacity building services or financial investments.</td>
</tr>
<tr>
<td># of housing units sustained, repaired, or rehabbed</td>
<td>Count of housing units sustained, repaired, or rehabbed as a result of capacity building services or financial assistance. Serves as catchment for all construction work on existing housing units. Whether the units are sustained, repaired, and/or rehabbed will be ascertained from the activity description.</td>
</tr>
</tbody>
</table>

Budget: See Exhibit B.
Appendix J – Disbursement Request Form

Enterprise Community Partners, Inc.
Exhibit B - Disbursement Request Form

**BACKUP DOCUMENTATION REQUIRED**

<table>
<thead>
<tr>
<th>Grant Number</th>
<th>15591234</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Name</td>
<td>ABC Foundation</td>
</tr>
<tr>
<td>Address</td>
<td>1234 Arbor Way</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Columbia, MD 21044</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Amy Grantee</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>555-222-4525</td>
</tr>
<tr>
<td>e-mail Address</td>
<td><a href="mailto:agrantee@gmail.com">agrantee@gmail.com</a></td>
</tr>
</tbody>
</table>

- **Period of Performance:** 1/1/2018 through 12/31/2018
- **Billing Period:** (should match period of Activity Report) 1/1/2018 through 3/15/2018

<table>
<thead>
<tr>
<th>Budget</th>
<th>Current Request</th>
<th>Total Amount Previously Requested</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries (by position)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Director</td>
<td>$10,000.00</td>
<td>$2,500.00</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$5,000.00</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>Total Salaries</td>
<td>$15,000.00</td>
<td>$3,500.00</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits (% of salaries or actual costs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Subcontracted Consultants (by type)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$15,000.00</td>
<td>$2,000.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare</td>
</tr>
<tr>
<td>Lodging</td>
</tr>
<tr>
<td>Lodging Taxes</td>
</tr>
<tr>
<td>Meals</td>
</tr>
<tr>
<td>Mileage</td>
</tr>
<tr>
<td>Parking</td>
</tr>
<tr>
<td>Rental Car</td>
</tr>
<tr>
<td>Taxi</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td>Total Travel</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Direct Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computers/Equipment</td>
</tr>
<tr>
<td>Computer Software</td>
</tr>
<tr>
<td>Printing</td>
</tr>
<tr>
<td>Training</td>
</tr>
<tr>
<td>Other Direct Costs</td>
</tr>
<tr>
<td>Total Other Direct Costs</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Indirect Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
</tr>
</tbody>
</table>

| Section 4 Totals | $35,000.00 | $7,000.00 | | $28,000.00 |
| Match Totals | $105,000.00 | $24,500.00 | | $80,500.00 |
| Project/Program Totals | $140,000.00 | $31,500.00 | | $100,500.00 |
Appendix K – Activities Report

Instructions
A new Activities Report is required with each disbursement request. This should be an in-depth report covering the progress to date, along with information on unanticipated challenges, trainings held and lessons learned.

Grantee Information

Organization: ___________________________  Date: ___________________________

Contact Person: ___________________________  Telephone: ___________________________

Email: ___________________________  Grant #: ___________________________

Billing & Reporting Period:

From: ___________________________  To: ___________________________

Activity Narrative

1. Provide a brief narrative of the activities conducted during the billing and reporting period and include any significant accomplishments or challenges. Activities must be related to the proposed goals and outcomes listed in the scope of work and should reference the costs included in the disbursement request. For example, if staff salaries are requested under the disbursement describe the activities performed by staff.

2. List the grant outcomes as outlined in your scope of work and describe the progress made to date on each. Describe how your organization is measuring progress toward the stated outcomes. If outcomes are not on track or have not been met, please explain:
   - Any unanticipated developments or challenges that have contributed to and/or impeded the success of the project to date.
   - The steps being taken to address these challenges.
   - If you need a period of performance extension or a modification to the budget and/or scope of work because of these challenges or shifts, if so, please describe the proposed request/changes (i.e. move funds from staff salaries to support consultant expenses due to x, y, or z or extend period of performance until 10.31.17 because of a, b, c.).

3. If applicable, click on the link below to enter information about any trainings related to grant-funded activities that your organization attended or conducted during this reporting period: https://app.smartsheet.com/b/form/e27414f1814f4492a701c3a0de2c51be

You will be asked to enter your organization name, grant #, a description of the training, the date it was held and the number of attendees.

4. Describe any lessons learned to date.
Appendix L – Production Tracker

<table>
<thead>
<tr>
<th>Reporting Office</th>
<th>Project Name</th>
<th>Poppy Address</th>
<th>City of Project</th>
<th>State</th>
<th>ZIP Code (5-4-4)</th>
<th>Name of Project/Other/Project Number</th>
<th>Name of Borrower/Office/ ($ in 1000s)</th>
<th>Overall Number of Units / Amount to Be Placed in Service</th>
<th># of Retal Units</th>
<th># of Retail Units</th>
<th># of Non-Retail Units</th>
<th># of Support Units</th>
<th># of Support Service Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Notes and Comments</th>
</tr>
</thead>
</table>
Appendix M – Close Out Documents

Overview. Definitions, and Instructions for Closeout Documents

The Section 4 Capacity Building Grant Agreement states that following the grant period end date, the grantee must submit required documentation for closeout, including all applicable financial, performance, and other reports required under the terms of the grant award. The Close Out Certification form is among these requirements and contains the following three sections:

1. Closeout Certification

Grantees are required to report any program income earned and expended under the grant. Program income is gross income earned as a direct result of activities funded under the grant. Income received that is not a direct result of grant activities is not considered program income.

Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds.

Program Income is not the grant funding that you received from Enterprise Community Partners. In most instances, grantees do not generate or earn program income under their grant award. Contact your Grants Specialist if you have questions regarding program income.

**ACTION:** Enter the program income amount on Page 2. If none was generated, enter ‘0’. Enter the name and title of authorized signatee, sign, and date the certification.

2. Property Statement

Grantees are required to provide a complete property inventory for assets funded under the grant. Here are a few definitions that might be helpful as you complete the form.

**Equipment**: means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5000.

**Expendable property** is that which is consumed, loses its identity, or becomes an integral part of other property when put to use or has an expected service life of less than 1 year. Examples include materials and supplies.

**Non-expendable** is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant. Examples include computers, printers, software, filing cabinets, and office furniture.

**Personal property** means property other than real property. It may be tangible, having physical existence, or intangible.

**Real property** means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

**ACTION:** Complete Part I of the property statement. Be sure to answer Yes or No and provide additional information as applicable. If you are listing property or requesting disposition instructions in Part II, please use the link to provide the requested information. Enter the name and title of authorized signatee, sign, and date the certification.

3. Inventions, Patents, and Copyright Statement

Grantees are required to report any inventions, patents, and copyrights applied for or received that benefitted from the grant.

**ACTION:** List any Inventions, Patents, or Copyrights resulting from this award. Mark the checkbox if no inventions, patents, or copyrights were generated from this grant. Enter the name and title of authorized signatee, sign, and date the certification.

---

1 2 CFR 200.80 Program Income
2 2 CFR 200.33 Equipment
3 2 CFR 200.78 Personal Property
4 2 CFR 200.85 Real Property
Grant Number:

Grantee Name:

It is hereby certified that, to the best of my knowledge, (a) all activities undertaken, or to be undertaken, with funds provided under this Agreement have been carried out in accordance with the Prime Grant and the Grant Agreement; (b) proper provision has been made for the payment of all unpaid cost and unsettled third-party claims; and (c) every statement and amount set forth in this document is true and accurate as of this date.

It is also certified that any Program Income resulting from this award or any remaining real property resulting from the Grant Agreement, even if obtained after award close-out, shall be used to further objectives of the Work Plan. I understand that prior approval of Enterprise must be obtained to use either Program Income or real property for any purpose other than that of the original Work Plan for a period of five years from the expiration of the Grant Agreement.

Real property is listed in the Property Statement. At this time Program income consists of $ (enter $0 if none). Accounting records will be kept on the use of these funds and any additional Program Income. I understand that Enterprise may monitor compliance with the terms of the Grant Agreement at any time.

Enter name of Authorized Official here
Name of Authorized Official

Enter Authorized Official’s Title here
Title

____________________________
Signature

Enter date here
Date
PART I.
Based on your records and as required by the property management standards in the award agreement, the following reflects the status of real and personal property paid for in whole, or in part, by your award:

1. A. Was real property acquired?
   - Yes ☐ No ☐

B. If yes, please list in Part II.

C. If yes, will the property continue to be used for the purpose authorized in your agreement?
   - Yes ☐ No ☐

C-1. If yes, specify projects
   - Click or tap here to enter text.

C-2. If no, provide request for disposition instructions to HUD in Part II of this Property Statement.

2. A. Was non-expendable personal property acquired?
   - Yes ☐ No ☐

   If yes, please list in Part II of this Property Statement.

B. If question 2.A is yes, will the property listed continue to be used for the purposes authorized in the agreement?
   - Yes ☐ No ☐

   If no, is approval being requested from HUD to use the property in other projects?

B-1. If yes, specify projects
   - Click or tap here to enter text.

B-2. If no, what is the proposed disposition of this property? (Check one or both)
   - Approval is requested to retain the property in whole or in part.
   - Disposition instructions from HUD are requested.

   If both blocks are checked, please explain in detail in Part II of this Statement.

3. Was expendable personal property with an aggregate value of over $5,000 acquired?
   - Yes ☐ No ☐

   If yes, refer to your agreement and request disposition forms from your Grant Specialists.
PART II.

Note: Information requested in Part I may be provided here: https://app.smartsheet.com/b/form/6315c2c0c0d44492b8e0eb98318b56d03.

For each item you will be asked to provide the following:

1) Description of the Property  
2) Serial Number or Identification Number—can be unique inventory tag number assigned by your organization if the serial number is included within the data related to the unique tag number.  
3) Funding Source of the Property—specify each funding source used to purchase equipment, including year. For example: Section 4/2017  
4) Who Holds Title—ownership, for example: County or agency. Per the CFR, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.  
5) Acquisition Date—typically the date the item is recorded as being received.  
6) Cost of the Property—purchase price.  
7) Percentage of Federal Participation in the Property—% paid from each specific funding source used to purchase the item. Example: 100% Section 4, or 80% Section 4 & 20% local funds.  
8) Location of Equipment  
9) Condition of the Property—new, good, poor...  
10) Disposition Data: date the property was transferred, disposed of or sold, sale price/proceeds from sale and any other relevant disposition information.  
11) Inventory—conduct a physical inventory and document at least once every two years.

Enter name of Authorized Official here
Name of Authorized Official

Enter Authorized Official’s Title here
Title

________________________________________
Signature

Enter date here
Date

Revised 3/2018
INVENTIONS, PATENTS, AND COPYRIGHT STATEMENT

The following reports inventions, patents, and copyrights resulting from the grantee and/or grantee’s consultant’s or subcontractor’s work under this award, in accordance with requirements under the grant agreement.

I. **Inventions and/or Patents**? If yes, please list the name of the inventor, title of invention or patent, whether a patent was applied for along with the date.

<table>
<thead>
<tr>
<th>Name of Inventor</th>
<th>Title of Invention/Patent</th>
<th>Patent Applied for? (If Yes, give date)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II. **Copyrights**? If yes, please list the name of the author, title of the item, and whether copyrights were applied for along with the date.

<table>
<thead>
<tr>
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☐ There are no Inventions, Patents, or Copyrights resulting from this award.

Enter name of Authorized Official here
Name of Authorized Official

Enter Authorized Official’s Title here
Title

______________________________
Signature

Enter date here
Date
Appendix N – Case Study

Section 4 Grant Case Study Template - Exhibit F

Enterprise is committed to sharing our grantee’s accomplishments, best practices and lessons learned with key stakeholders and other affordable housing organizations across the country. In an ongoing effort to highlight these achievements, all grantees must complete a Case Study template with the final disbursement. The information provided in the Case Study will be available publicly and will also be used to support Enterprise’s efforts to advocate for additional resources specific to affordable housing, such as continued allocations for Section 4 funding from the U.S. Department of Housing and Urban Development. As part of your final grant disbursement, please answer the following questions and submit in Word file format.

Background
1. Organization name and location (county, city, state), and location of funded projects/programs (if different).

2. Provide a 1-2 sentence organizational description, as relevant to the project. This may include history, portfolio information, services provided, community and clients served, etc.

3. In 2-3 sentences, describe the local context for the funded project/program and the challenge(s) that the grant funding was meant to address.

Outcomes and Impact
4. Describe how the grant funding was used to address the above issues and/or challenges. What was the direct result of the grant funding, and the outcome of the overall funded activities?

5. Who were the beneficiaries of the project, and how many homes, people, or families in the community were (or will be) impacted?

6. Review the measurable outputs listed in your scope of work. Enter updated output #s achieved under the grant here: [https://app.smartsheet.com/b/form/d7e30fd6891740514b6dce6fa7a1efa22](https://app.smartsheet.com/b/form/d7e30fd6891740514b6dce6fa7a1efa22)

7. How did grant funds build the capacity of your organization to provide programs/projects in a more impactful, effective and efficient manner?

8. Will you sustain this project/program after the grant period of performance and if so, how? If not, why?

9. As applicable, describe how grant funds have helped to develop or further your organization’s strategies for advancing racial equity. Explain any challenges or successes encountered to date.

Technical Assistance from Enterprise
10. Has your organization received any technical assistance, training or support from Enterprise in addition to the grant funding? Please describe.

Additional Materials
11. Include 1 or more high resolution pictures (no less than 1MB in size) with a caption. The photos can be of staff, housing, clients, construction, etc. Photos should not be diagrams, renderings, or embedded in PDFs. Photos must include completed photo release forms (page 2) for all individuals that appear.

12. Provide a short quote from your staff or leadership about the impact of Section 4 on your organization or community (including name and title for attribution).

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PHOTO AND STORY RELEASE

I, __________________________, (Organization Name), hereby give Enterprise Community Partners Inc., its subsidiaries and/or its representatives (herein after collectively “Enterprise”) the absolute right and permission to use my name, my image, my voice, and/or still or video photographs for publicity purposes and to make reproductions in any media, including but not limited to the Internet and on the web, and to copyright in its own name, and/or publish, and/or market, and/or assign to other organizations or individuals at Enterprise’s sole and absolute discretion such images without compensation.

I also give permission for the following minors, if applicable:

Name: __________________________  Age: ______  Relationship: __________________________

______________________________  ______________________________

Signature of person in photo or guardian  Printed name of person in photo or guardian

______________________________  

Organization

______________________________  

Address

______________________________  

City, state, zip code

______________________________  

Telephone number

______________________________  

Date

______________________________  

Witness signature  Witness printed name

______________________________  

Photographer: __________________________

______________________________  

Staff/interviewer: __________________________

______________________________  

Project name and date: __________________________

Revised 3/2018
Appendix O – Release of Claim

EXHIBIT N

RELEASE OF CLAIM

Grant No. ________

Organization Name: ________________________________

The undersigned hereby unconditionally releases and forever discharges Enterprise Community Partners, Inc., its trustees and officers, from any future disbursements of any grant proceeds arising out of or in connection with said grant and all amendments thereto.

Signature of Authorized Official: ________________________________

Title: ________________________________

Date: ________________________________

FEDERAL PROVISIONS

ADMINISTRATIVE REQUIREMENTS
Pursuant to the Federal Grant Agreement, this grant shall be governed by 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Federal Acquisition Regulations at 48 CFR part 11.2 (for Commercial/For-profits).

The Code of Federal Regulations (CFR) can be found at www.gpo.gov/dvrs/.

ALLOWABLE COSTS
The Grantee will be paid only for allowable, allocable and reasonable costs incurred in the performance of this award in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

FLOW DOWN PROVISIONS
Changes 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.

DEFINITIONS
The terms “Official Products of Work” includes, among other items, (1) all semi-annual, annual and interim progress and financial reports; and (2) all physical materials and products produced directly under the Federal Grant Agreement.

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

COPYRIGHT
a. The Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the Federal Grant Agreement. HUD reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
b. The Grantee is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 27 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”
c. HUD has the right to:
   a. Obtain, reproduce, publish or otherwise use the data produced under the Federal Grant Agreement and
   b. Authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

PUBLICATIONS AND NEWS RELEASES
a. The results of work conducted under the HUD Grant Agreement are planned to be made available to the public through dedication, assignment by HUD, or other means as HUD or Enterprise shall determine.
b. Official Products of Work, quotations therefrom, paraphrasing or interim findings may not be published without the approval of HUD’s Government Technical Representative (“GTR”) and Enterprise for a period of sixty (60) days after acceptance. Thereafter, Contractor shall be free to publish without HUD or Enterprise approval.
c. All Official Products of Work, or any part thereof, and any special products arising from the HUD Grant Agreement, when published by Contractor or other participants in the work, shall contain the following acknowledgment and disclaimer:

“The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of HUD.”

d. Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities under the HUD Grant Agreement that may be made by Contractor or its staff or any contractor or other person or organization participating in the work under the HUD Grant Agreement, shall be provided to Enterprise at least ten (10) days prior to the planned release and to the GTR at least seven (7) days prior to the planned release. News releases and other public announcements may not disclose any interim findings or quote or paraphrase any part of any Official Product of Work without complying with the disclosure statement requirements of the paragraph above. All press releases or public issuances made during the term of the Subcontract must be reviewed and approved by Enterprise and the GTR prior to release. Enterprise, in its sole discretion, may direct Contractor not to release such information.

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

(1) Comply with the Privacy Act of 1974 (the Act) and HUD rules and regulations issued under the Act in the design, development, or operation of a system of records on individuals.

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(2) Include the Privacy Act notification contained in this grant in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act and

(3) Include this clause in all subcontracts awarded under this grant which requires the design, development, or operation of such a system of records.

(b) Any person who knowingly or willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be subject to criminal penalties under the Privacy Act and may be subject to prosecution under other statutes such as 18 U.S.C. §§ 494, 495, and §1001. In the event of improper use or disclosure of HUD data, the Grantee agrees to report the incident and to cooperate fully with HUD.

INSPECTION AND ACCEPTANCE

Inspection, review, correction, and acceptance of all Official Products of Work shall be conducted in accordance with the HUD Grant Agreement. Grantee shall make corrections or revisions recommended by Enterprise and shall return revised copies of materials within required time frames. Such review, correction, and acceptance shall generally be limited to (1) corrections of omissions or errors of fact, methodology, or analysis; (2) deletion of irrelevant materials; and (3) improvements in style and readability. Enterprise shall not require changes to stated views, opinions, or conclusions.

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 have access to any books, documents, papers and records of the Grantee which are directly pertinent to the project for the purpose of making audits, examinations, excerpts and transcriptions. Enterprise reserves the right to seek from the Grantee recovery of any expenditures found unallowable under the cost principles found in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial For-profits) or the provisions of the HUD Grant Agreement, based upon the final audit or any other special audits.

PROGRAM INCOME

To the extent applicable, Grantee shall comply with the requirements and standards for program income as contained in 2 CFR 200.40. In addition, any program income derived as a result of the Grant shall be used to further eligible activities under the Grant.

ENVIRONMENTAL REVIEW

In accordance with 24 CFR 50.3(b), no commitment or expenditure of HUD or local funds to a HUD-assisted project may be made until HUD has completed an environmental review to the extent required under applicable regulations and has given notification of its approval in accordance with 24 CFR 50.3(b).

RELOCATION

The Uniform Relocation Act applies to anyone who is displaced as a result of acquisition, rehabilitation, or demolition of a HUD-assisted activity.

DAVIS–BACON ACT

Assistance provided under this Agreement that is more than $2,000.00, shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-5, and applicable regulations of the Department of Labor under 29 CFR Part 5, requiring the payment of wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

CERTIFICATIONS AND ASSURANCE

By signing this award document, Grantee certifies the following:

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

1. Is not presently, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Within the three-year period preceding this Grant, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Grant under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph two of this certification; and

4. Within the three-year period preceding this Grant, have not had one or more public (federal, state or local) transactions terminated for cause or default.

Certification of Payments to Influence Federal Transactions/Lobbying:


2. No Federal appropriated funds have been paid or will be paid by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal contract, the making of any Federal grant, the making of any Federal Subcontract, the entering into of any cooperative agreement, and the extension, continuance, renewal, amendment, or modification of any Federal contract, grant, Subcontract, or cooperative agreement.

3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant, the Grantee shall complete and submit Standard Form-L-3, Disclosure Form to Report Lobbying, in accordance with its instructions.

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Certification of Drug-Free Workplace Requirements:
Grantee certifies that as a condition of this award it will comply with the drug-free workplace requirements in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and with HUD’s rule at 24 CFR Part 21.

Certification Regarding Compensation Rates:
1. The compensation rates, as provided by the Consultant to Enterprise Community Partners, Inc., under this grant agreement, are the rates customarily charged to its clients, including for-profit organizations, and federal, state and local governments.
2. The compensation rates that the contractor charges its clients for federal activities are the same compensation rates that the contractor charges its clients for similar work on non-federal activities.

Non-discrimination Requirements: Grantee certifies compliance with the following:
1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity
3. Title IV and Title VII of the Civil Rights Act of 1964, as amended
5. Section 504 of the Rehabilitation Act of 1973, as amended


Fair Housing and Civil Rights Laws: Grantee certifies that it shall comply with all fair housing and civil rights laws, statutes, regulations and executive orders as enumerated in 24 CFR 5.105(a). Federally recognized Indian tribes must comply with the non-discrimination provisions enumerated at 24 CFR 1003.001

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

Lead-Based Paint Provisions: Grantee certifies that it shall comply with the applicable lead-based paint provisions of 24 CFR part 35, including subparts J and K.

Section 3. Grantee certifies that it shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and HUD’s implementing regulations at 24 CFR part 135, which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for the metropolitan area (or non-metropolitan county) in which the project is located.

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

Order of Precedence:
In the event of any inconsistency among the provisions of this Grant, the following order of precedence shall apply:
a) the HUD Grant Agreement
b) Uniform Administrative Requirements of 2 CFR. 200
c) the Grant Documents

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

Grantee: ___________________________ Date: ______________

Signature of Authorized Certifying Official: ___________________________ Title: ___________________________

Printed Name: ___________________________ Title: ___________________________

Revised 3/2018
Appendix Q – 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.

Grant Proceeds Disbursements:
Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise. Grant Proceeds may be disbursed in one lump sum or disbursed in multiple disbursements over a period of time. Disbursement requests should be made allowing approximately thirty (30) business days for Grantee to receive the Grant Proceeds. If Grant Proceeds are disbursed over a period of time, Grantee must submit its final disbursement request to Enterprise within sixty (60) days of the expiration of the Period of Performance. Grantee shall also submit all required reports/documentation to Enterprise with final disbursement request or disbursement will be delayed or withheld.

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. If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee’s risk. Any costs related to unauthorized work shall be borne by Grantee.

Grantee shall not expend more than the amount allocated for any category in the budget without Enterprise’s prior written consent. However, Grantee is permitted to make minor transfers to line items (except for salary) within the budget aggregating up to and including 10% of the Grant Proceeds without the prior written consent of Enterprise. If Grantee incurs any costs prior to the Effective Date, Grantee shall not charge those costs against the Grant Proceeds without Enterprise’s written consent.

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.

Reports:
Grantee shall provide progress reports that contain a comparison of actual accomplishments with the Work Plan’s measurable outcomes. Progress reports should be in a narrative format with an in-depth discussion of the measurable outcomes that were achieved and how the outcomes were achieved. Within sixty (60) days of the expiration of the Period of Performance, Grantee shall provide a narrative final report summarizing all activities conducted under the Work Plan. The report should include significant program achievements and all problems encountered during the Period of Performance.

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 your 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.

Modifications and Amendments:
Both parties may amend this Agreement so long as amendments that affect the rights and obligations of either party are executed by both parties, including, without limitation, the addition or deletion of a Work Plan activity or the alteration of existing approved activities, an extension of the Period of Performance, or a budget revision resulting in a change in the salary line or a transfer in the Budget of more than 10% of the Grant Proceeds. Administrative changes or corrections that do not affect the rights and obligations of Grantee may be made unilaterally by Enterprise with notice to, but without consent of Grantee.

Default and Remedies:
If Grantee fail 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 contained in 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 of 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 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 Grant Proceeds disbursed to Grantee. 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.

If Enterprise’s grantor undertakes any action to terminate, suspend or limit Enterprise’s access to the Prime Grant or reduce the amount of the Prime Grant for any reason, Grantee agrees Enterprise may terminate this Agreement for convenience and that Enterprise’s obligation to fund unfunded disbursement requests will cease.

Survival
This Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been disbursed; (b) the date that all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; (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; or (d) if Grantee is in default and Enterprise decides not to terminate and requires that Grantee complete the Work Plan, the date such Work Plan is completed.

Indemnification
The Grantee, intending to be legally bound, hereby expressly agrees and covenants to 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 or that arise out of any act or omission of the Grantee or any of its employees or agents.

Conflicts of Interest
Except for approved eligible administrative and personnel costs 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 the Grant Proceeds, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person’s tenure.

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 Court of Maryland, as appropriate, or Federal District Court, with venue in the United States District Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

The 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.

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.

Personal Information Protection
The Grantee represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information, as defined under the Maryland Personal Information Protection Act, disclosed; and (ii) reasonably designed to help protect the Personal Information from unauthorized access, use, modification, disclosure, or destruction.

Special Conditions
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.