

EXHIBIT A

DISTRICT OF COLUMBIA.

HPRP GRANT NO. 2009-_____

HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM LEGAL SERVICES GRANT AGREEMENT

BY AND BETWEEN

**THE DISTRICT OF COLUMBIA, a municipal corporation, acting by and through the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND**

a District of Columbia _____ corporation

This **Grant Agreement** (the "Grant Agreement," the "Agreement" or the "Grant") is entered into as of the _____ day of _____, 2009, by and between the District of Columbia, a municipal corporation (hereinafter referred to as the "District"), acting by and through the DC Department of Housing and Community Development (hereinafter referred to as "Department", "DHCD" or "Grantor") and _____, a _____ corporation (hereinafter referred to as "Grantee"), principally located at _____.

RECITALS

R-1. Grantor, with offices at 1800 Martin Luther King, Jr. Avenue, SE, Washington, DC, is undertaking the planning and execution of housing and community development activities, including providing necessary resources for the prevention of homelessness and the rapid re-housing of the homelessness clientele in the District of Columbia in accordance with the District of Columbia's Community Development Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*), and the District of Columbia Reorganization Plan No. 3 of 1975; and

R-2. The activities identified in this Grant Agreement, i.e., providing specific legal services to persons Grantor has deemed eligible for services which are homelessness related, are being financed with funds granted to the District of Columbia under Title XII of Division A of the American Recovery and Reinvestment Act of 2009, ("ARRA"), Pub. L. No. 111-5; H.R.1-107 and 108, 123 Stat. 115 (February 17, 2009), more commonly referred to as the Recovery Act, with the grant funds being more specifically provided for administering the Homelessness Prevention and Rapid Re-Housing Program ("HPRP") of the District of Columbia; and

R-3. The United States Department of Housing and Urban Development (“HUD”) granted to the District of Columbia, after HUD’s acceptance of the District of Columbia’s Substantial Amendment to the Consolidated Plan 2009 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (“Substantial Amendment”), seven million four hundred eighty-nine thousand four hundred seventy-six dollars (\$7,489,476.00) (“HPRP Funds” or “Recovery Act Funds”) to use for the activities specifically prescribed under HPRP and ARRA terms and conditions;¹ and

R-5. Grantor now desires to enter into this Grant Agreement with the Grantee to provide legal services to Beneficiaries as described below with appropriate legal services (“Legal Services”), as prescribed under HPRP and other grant governing documents as described below, by granting a portion of the HPRP Funds to Grantee in the amount of three hundred seventy-five thousand dollars (\$375,000.00) (the “Grant Funds”);² and

R-6. The Grant Funds are to be used by the Grantee solely for the purposes of providing the Legal Services to beneficiaries, consisting of homeless individuals and families, as well as those individuals and families that are likely to become homeless in the District of Columbia as determined eligible under the Recovery Act, the Substantial Amendment, the District of Columbia Community Development Act of 1975, the HUD Grant and HPRP guidelines (the “Beneficiaries”); and

R-7. This Grant Agreement requires the Grantee to comply with or cause compliance with certain HUD Community Development Block Grant (“CDBG”) requirements, as determined by the Grantor, including the required reporting on the compliance with National Environmental Policy Act (“NEPA”), as now prescribed in 24 CFR Part 58 in keeping with Section 1609 of the Recovery Act with related data to be input directly in the HUD administered Recovery Act Management and Performance System (“RAMPS”), except data to be supplied to HUD under 24 CFR Part 50; and

R-8. The use of ARRA funds has a variety of requirements for the reporting on the use of the Grant Funds, including the HPRP Funds, and as such the District of Columbia is

¹ Refer to the Council Resolution No. 18-204, Substantial Amendment to the Consolidated Plan, Fiscal Year 2009 Action Plan Emergency Approval Resolution of 2009, dated June 30, 2009, the “Substantial Amendment to the Consolidated Plan 2009 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program, effective June 30, 2009, and the HPRP Grant Agreement No. S909, (the “Grant Documents” MY-11-0001 between HUD and the Grantor, effective July 21, 2009 (HUD Grant). The aforementioned documents (the “Grant Governing Documents”) are herein incorporated and made a part of this Grant Agreement.

² The Legal Services or activities funded under this Grant Agreement are legal services to help people stay in their homes, such as services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist HPRP participants or Beneficiaries with legal advice and representation in administrative or court proceeds related to tenant/landlord matters and other housing issues. However, Legal Services related to mortgages are not eligible under this Grant Agreement. Such Legal Services shall further include, but is not limited to those services, described in **Attachment A (Statement of Work)**, annexed hereto and made a part of this Grant Agreement.

responsible for a variety of reporting requirements pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). One such reporting requirement provides that the recipient agency shall submit a report that contains, among other things, an estimate of the number of jobs created and the number of jobs retained by the project or activity funded with Recovery Act funds. [See 1512 (c)(3)(D)]. In order for the District to meet its reporting requirements, the Grantee as a subrecipient of Recovery Act funds must provide such data to the Grantor, in the manner and time prescribed by the Grantor in keeping with the Grant Governing Documents³; and

R-9. Grantee has been selected by the Grantor to perform Legal Services under a Notice of Funding Availability and Request for Application, advertised and issued on September 4, 2009, by the Grantor in accordance with District of Columbia and Federal laws and regulations;⁴ and

R-10. The Grant Funds are available to the Grantor to fund Legal Services, herein described from October 1, 2009 through July 21, 2012; and

R-11. The Grantee understands and agrees that the Beneficiaries will be referred to the Grantee to provide legal services by the Grantor or the District of Columbia Department of Human Services (“DHS”) or its designee, the District of Columbia agency responsible for providing many direct services to HPRP Clients under a Memorandum of Understanding between the DHCD and DHS, dated the ____ day of _____, 2009; and

R-12. The Grantee shall comply with all applicable United States and District of Columbia laws and regulations.

WITNESSETH: THAT

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereto and other good and valuable consideration received, for which the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows: to wit,

1. The above Recitals are incorporated herein by reference and made a part of this Grant Agreement.
2. The Department shall make a Grant to Grantee in the amount of three hundred seventy-five thousand dollars (\$375,000.00) (the “Grant Funds”) to provide Legal Services to the Beneficiaries under HPRP, as more particularly described in **Attachment A**, and prescribed under HPRP, covered by the Governing Documents, all incorporated herein by reference and made a part of this Grant Agreement.

³ Further, all data required under this Grant Agreement for reporting must be reported to FederalReporting.gov, a system created and managed by the Office of Management and Budget (OMB) and the Recovery Accountability and Transparency Board (RATB). This provision provides for the reporting of the number of jobs created for Legal Services under this Grant as described in **Attachments H and H-1** (together, Grant Addendum), annexed to this Grant and made a part of this Grant Agreement.

⁴ The Notice of Funding Availability and Request for Applications are collectively labeled **Attachment M**, annexed hereto and made a part of this Grant Agreement.

3. Funds to be provided under this Grant Agreement shall be utilized by the Grantee in accordance with the Grantor approved budget which is attached to, and made a part of this Agreement as **Attachment B**. The Grant Funds may be disbursed for eligible costs incurred from the effective date of Grant through July 21, 2012, as a result of this Grant Agreement. Any budget or proposed amendments to the budget hereunder submitted to accommodate Grantee's performance of the Legal Services shall contain all of the required components prescribed in the Grant Governing Documents for HPRP.

Section I. Grant Period

This Grant Agreement shall be effective as of the day first above-written through the 21st day of July, 2012.

Section II. Statement of Work and Eligible Costs

The Grant Funds will be used by Grantee solely to fund efforts to provide Legal Services to the Beneficiaries, in accordance with the Grant Governing Documents and the terms and conditions of this Grant Agreement. The Grantor approved eligible activities are more particularly described in **Attachment A** (Statement of Work). The approved eligible costs are described more particularly in **Attachment B**.

Grantee further agrees to secure the services of qualified personnel who are properly licensed and bonded (if necessary) in the District of Columbia to perform the Legal Services listed in **Attachment A**, as well as included in the other provisions of this Agreement to the extent applicable.

Section III. Disbursement

All Grant Funds shall be disbursed on a monthly basis provided that the Grantee has demonstrated satisfactory performance and financial accountability, as approved by Grantor, under this Grant Agreement, and other Agreements with the Grantor, and is in compliance with all applicable local and Federal regulations, more specifically all ARRA requirements, including, but not limited to the HPRP guidelines. In addition, the Grantee must satisfy the documentary requirements for disbursement to the satisfaction of Grantor and in accordance with the Grant Governing Documents. In the event that the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal regulations, including those contained in the Grant Governing Document, fails to satisfy documentary requirements for disbursement to the Grantor's satisfaction, Grantor may, at its discretion, suspend funding to Grantee. All disbursements shall be in keeping with the terms of the Grant Agreement. Future disbursements will be contingent upon established spending patterns. Actual costs paid will be verified through monitoring and reconciliation, in keeping with the requirements of the Grant Governing Documents and this Grant Agreement. The disbursement schedule and such documentation shall be provided in the manner described in the

Grant Disbursement Schedule, as it may be amended from time to time by the Grantor, labeled **Attachment D**, annexed hereto and made a part of this Grant Agreement.

In the event that the Grantee, its successors or assigns, shall breach or cause the breach of any of the terms and conditions of this Grant Agreement, the Grantee shall repay or cause to be repaid to the Grantor or its successors or assigns, the disbursed Grant amount within one hundred twenty days (120) after the Grantor shall have notified the Grantee, in writing, of its obligation to repay such Grant Funds. In no event shall the Grantee be allowed more than twelve (12) months to repay said amount to Grantor, unless otherwise agreed upon by Grantor in writing. In the event the Grant Governing Documents shall require a lesser or greater time to repay any of the disbursed Grant Funds, the period allowed under the Grant Governing Documents shall control.

A. **Required Support Documentation**

All costs incurred under this Grant must be supported by expense documentation (“Support Documentation”) submitted to this Department by the Grantee consistent with the approved budget, **Attachment B**. Such Support Documentation includes, but is not limited to, paid invoices for non-personnel direct and indirect costs, approved time distribution sheets for employees, and certified payroll reports for employees, covered under this Grant Agreement. The requirements and format for the Support Documentation for disbursements are specified in the Program Policy Document or as provided under the Grant Governing Documents.

Support Documentation for expenses must be submitted to the Department for each month during the term of the Grant and must be received by the Department by the 5th calendar day of the following month. If Grantee fails to provide the required Support Documentation within the time period stated herein, the Grantor may, at its sole and reasonable discretion, suspend funding to the Grantee.

B. **General Disbursement Schedule**

The Grantor shall not advance any Grant Funds to the Grantee but all Grant Funds disbursement shall be in keeping with the terms and conditions of the Grant Disbursement Schedule, **Attachment D**.

C. **Indirect Costs**

The Grantee shall maintain payment reconciliation documentation in accordance with the approved indirect rate, as further described in Section VII(C)(5) (Reporting Requirements) below.

D. **Modifications**

Any change in the amounts specified in the individual cost categories in the attached Schedule A., Itemized Budget, **Attachment B**, may be approved by the Grant Administrator,

so long as the total amount of the budget is not exceeded. If the change is made at the request of the Grantee, the request shall be in writing with adequate supporting information. The Grantee shall provide a revised Schedule A to support its request in the form of **Attachment G**, annexed hereto and made a part of this Grant Agreement

Any increase in the total amount under this Grant Agreement must be approved by the Director of DHCD. If the change is made at the request of the Grantee, the request shall be in writing with adequate supporting documentation; provided, however, additional Grant Funds are made available to the Grantor for the Grant purposes as such is applicable to the Grantee.

Requests for modifications to the budget shall not be approved after ten (10) days from the date of this Grant Agreement, except for extenuating circumstances, as determined by the Grant Administrator or his/her designee, in his/her sole and reasonable discretion. All modification requests must be accompanied by supporting itemized budget forms with the Grantee's authorized signature and date.

The Department will not approve reprogramming of personnel funds for positions not filled in compliance with the Grant Agreement, as further described in Section VII(C)(2) of this Grant Agreement, except as may be deemed necessary by the Grantor to perform/provide the Legal Services to the Beneficiaries.

Section IV. Conditions Precedent to Grant Closing

Grantee must comply with the following conditions prior to Grant closing:

A. **Eligibility Determination.** Determination by the Grantor that Grantee meets HPRP eligibility under the requirements of the Grant Governing Documents, as well as satisfying the requirements of the RFA.

B. **Environmental Clearance.** Completion by the Grantor of the environmental review and any historic preservation requirements applicable to this project in accordance with 24 CFR Part 58. Grant funds may not be disbursed until DHCD has completed all required environmental and historical preservation reviews and, if required, HUD approval of the release of funds.

C. **Submissions.** Submission of the following items from the Grantee for Grantor approval:

1. Board/Corporate Resolution, memorializing the Grantee's intent to enter into this Agreement and authorizing the appropriate Grantee official, in accordance with Grantee's corporate documents, to enter into this Agreement.
2. Articles of Incorporation and/or Nonprofit status.

3. Certificate of Good Standing certified within six (6) months of the closing date of this Agreement.
4. Certificate from the D.C. Office of Tax and Revenue indicating no outstanding tax liability.
5. Evidence that Grantee has obtained all licenses and permits required by the District of Columbia.
6. Evidence of Insurance with Grantor as beneficiary, in amounts and terms acceptable to Grantor, at Grantor's sole discretion.
7. Evidence that all due and applicable federal taxes affecting Grantee are current as of the Grant closing date.
8. All other submissions not included in this Section D, as described in the Grantee Submissions Schedule, labeled **Attachment E**, annexed hereto and made a part of this Grant Agreement.

D. **Opinion of Counsel.** Grantee shall submit a written opinion of the Grantee's attorney stating that (1) the attorney has read the Grant documents, (2) the Grantee is validly organized, existing and authorized to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary, (3) the Grantee has the full authority and legal right to carry out the terms of this Grant Agreement, (4) the Grantee is authorized to execute all documents and has obtained the property corporate authorization to execute the aforementioned documents, (5) the Grantee is authorized upon execution of this Grant Agreement to obligate and deliver the Legal Services in the manner prescribed in this Agreement, (6) the Grantee is in full compliance with all Federal and local laws and regulations and shall not be in violation of any restriction, term, or conditions of any existing contract or agreement to which Grantee is a party or by which the Grantee is obligated.

E. **Jobs Created and Retained.** As noted above, the District of Columbia is responsible for a variety of reporting requirements on the use of Recovery Funds pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). One such reporting requirement provides that the recipient agency shall submit a report that contains, among other things, an estimate of the number of jobs created and the number of jobs retained by the project or activity funded with Recovery Funds. [Sec. 1512 (c) (3) (D)]. In order for the District to meet its reporting requirement, the Grantee as a Subrecipient of Recovery Funds must provide such data to the Grantor on the Contract Addendum for all contracts funded with ARRA dollars.⁵

F. **Current on District Obligations.** Grantee shall be current on any outstanding obligations owed to any agency or entity of the District government, whether or not related to this Grant Agreement, including all local taxes and charges affecting Grantee's business.

⁵ Any references to Contract Addendum shall mean **Attachments H and H-1**, both annexed hereto and made a part of this Grant Agreement.

G. Statutory Approvals. If applicable, all statutory approvals of the terms and conditions of the Grant Agreement must be evidenced before execution of this Agreement and disbursement of Grant Funds, including, but not limited to the Council of the District of Columbia.

Section V. Conditions Precedent to Disbursement

Prior to disbursement of Grant Funds, appropriate representatives of Grantee shall attend a meeting with appropriate representatives of the Department. Grantee shall furnish the Department with copies of all permits relating to the Statement of Work, to the extent required and obtained by Grantee or on its behalf. Further, prior to the disbursement of Grant Funds, Grantee shall have submitted, and the Department shall have reviewed and approved, an Affirmative Action Plan (“AAP”). Thereafter, the Department shall issue a written notice authorizing the disbursement of Grant Funds. The Grantee shall not disburse Grant Funds nor authorize expenditure of Grant Funds prior to the issuance of the Notice to Proceed.

Section VI. Reporting Requirements

The Grantee shall submit the following Reports, which are subject to review and approval by the Department. A summary of report deliverables is set forth in subsection (D) below.

A. Monthly Performance Measures Report

The Grantee shall submit by the 5th day of every month during the Grant period a Monthly Performance Measures Report for the previous month, as applicable, in the form and manner required under this Grant Agreement. The Report shall include the following data:

The Monthly Performance Measures Report may be submitted to the Department in an electronic mail format approved by the Department, in accordance with the ARRA and HPRP requirements, as well as the complementing requirements of the Office of Management and Budget (“OMB”).

B. Jobs Created and Retained Report

The collection and reporting requirements pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). Specifically the collection and reporting on the number of jobs created and the number of jobs retained by the project or activity funded with Recovery Funds. [Recovery Act Sec. 1512 (c) (3) (D)].

C. Monthly Narrative Reports

The Grantee shall submit to the Department a completed report of the activities performed on a monthly basis in keeping with the Statement of Work. The Narrative

Report completed on the form labeled **Attachment C**, annexed hereto and made a part of this Grant Agreement, shall, in keeping with the terms of this Agreement and the Grant Governing Documents, include the following:

1. Identification of the Beneficiaries provided Legal Services by the Grantee, along with, but not excluding, information on specific legal services provided by the Grantee or its assigns. Additional information on time afforded to each Beneficiary and the outcome of the legal assistance provided to the Beneficiary is required;
2. Any specific deadline for completion of any task which has not been met should be highlighted and the narrative should provide an explanation of why the deadline has not been met and a revised completion date should be submitted by Grantee; and
3. A description of the activities and accomplishments to further the impact of Legal Services as it complements the implementation of HPRP and accomplish the purposes of HPRP in the District of Columbia, in keeping with the relevant Statement of Work.
4. Attachments to the Narrative Report shall include the following:
 - a. Banking Report (the use of minority financial institutions). See **Attachment C(1)** to be completed by the Grantee;
 - b. Monthly Non-expendable Equipment Inventory Report (the purchase or lease of non-expendable equipment). The purchase of all computer equipment must have prior approval from the Department. See **Attachment C(2)**, sample form to be completed by the Grantee;
 - c. Procurement Report (the use of Pro Bono lawyers and other contractors for services) (**Attachment C(3)**);⁶ and
 - d. Copies of the minutes from any Board of Director's Meetings, which took place during the monitoring period.

D . Annual Submissions

The following reports are due to the Department within the timeframes listed below. If these documents were previously submitted, they must be updated by resubmission.

1. Fringe Benefits Report

⁶ In the event the Grantee uses Pro Bono services, whether from attorneys or other personnel, this should be reflected in the required reports and such charges cannot be charged under the Grant Agreement. However, the Grantee must report such activities of a Pro Bono service provider under the terms of this Grant Agreement.

A detailed report regarding the fringe benefits of any personnel costs directly related to the activities and projects under this Grant and funded from the proceeds of this Grant Agreement shall be submitted to the Department. This report shall state all benefits beyond salaries per position including, but not limited to, health and life insurance, retirement, unemployment compensation, workers' compensation, vacation, and holidays. The report shall describe each fringe benefit and state its percentage of personnel salary. Budgeted costs of all fringe benefits must not exceed the total approved fringe benefit rate. Any proposed change regarding staff fringe benefits shall be submitted to the Department in writing for written approval by the Grant Administrator prior to the effective date of the Agreement change. The report shall be submitted to DHCD within fifteen (15) days of the Grant Agreement execution.

The fringe benefit rate for any personnel costs funded by this Grant shall not exceed twenty percent (20%) of the base salary rate indicated in Schedule A Form A2 of the budget. See **Attachment B**.

2. New Job Position Information: Job Descriptions, Resumes and Salaries

All position descriptions, resumes, and proposed salaries to be funded under this Grant shall be directly related to activities or projects to be carried out under this Grant and shall be submitted to the Department for review to ensure that each funded position description and staff selection is consistent with the Statement of Work. Resumes of new employees shall be submitted to the Department for review, not less than ten (10) days prior to hire.

All personnel costs approved under this Grant Agreement must be filled within thirty (30) days of Grant execution or within thirty (30) days of vacancy, if the position becomes vacant during the Grant period. Failure to fill a position for more than thirty (30) days, whether intermittent or consecutive, at any time during the Grant period shall require a full written explanation from the Grantee confirming its continued ability to provide acceptable and uninterrupted Legal Services to the Beneficiaries.

3. Non-Expendable Equipment Inventory Report

The Grantee shall furnish to the District, within fifteen (15) days of Grant execution, a cumulative listing of its non-expendable property and equipment which has been acquired entirely or in part with HPRP Funds, in accordance with the requirements specified in OMB Circular A-110. See **Attachment D**. The list of equipment shall include, at a minimum, the name and a short description of items purchased, serial numbers, date of purchase, purchase price, vendor, and estimated useful life.

4. Cost Allocation Plan

- a. The Grantee must submit a Cost Allocation Plan based on FY 2010 and FY 2011 cost(s) no later than thirty (30) days following Grant execution. Cost Allocation Plans must comply with OMB Circular A-122. See **Attachment E**.
- b. All Cost Allocation Plans shall be submitted with an appropriate indirect cost rate. An indirect cost rate proposal must be accompanied by, cross-referenced and reconciled to an independent audited financial statement, which accounts for all activities during the fiscal year in which the proposal is based. A Cost Allocation Plan must include all sources of funding for the Grantee, including this Grant. The Grantee must provide the total level of funding from each source, the total staff employed by the Grantee regardless of funding sources, staff allocation per Grant/program and the anticipated percentage of time spent per staff person per Grant/program. If the simplified method is used as a basis for determining the indirect cost rate, support documentation such as, an itemized list of indirect cost pool items, must be included.
- c. Any Grantee which considers itself exempt from the Cost Allocation Plan provisions shall submit a notarized affidavit requesting a waiver of these requirements within thirty (30) days prior to Grant execution. Said request shall detail the reasons for the waiver request and include a copy of the relevant audited financial statements.
- d. Claims for reimbursement of documented Grant expenses shall comply with OMB Circular A-122 and the Grantee's approved Cost Allocation Plan submitted pursuant to this section. Failure to submit a Cost Allocation Plan by the date specified shall result in non-payment of indirect costs, until Grantee has complied with this requirement.
- e. Any requirements regarding the Cost Allocation Plan and other reporting requirements in keeping with the Statement of Work must satisfy the requirements of the Grant Governing Documents.

5. Indirect Cost Rates

Indirect Cost Rates will be issued at the time of Grant execution. Indirect Cost Rates may be modified during the Grant period, consistent with the submission of a revised approved Cost Allocation Plan with support documentation. DHCD will not make adjustments to Indirect Cost Rates after the financial close-out for the Grant period has been completed. All Grantees funded under this Grant must maintain documentation for use of indirect cost funding and provide verification of expenditures in keeping with the approved cost allocation plan, including, but not

limited to cancelled checks, employee time sheets and invoices. The Indirect Cost Rate cannot exceed twenty percent (20%) of the total direct costs and DHCD will not reimburse Grantee for costs incurred in excess of this amount.

6. Annual Organizational Audit Reports

The Grantee shall have an annual independent financial audit of all funding sources in accordance with Generally Accepted Auditing Standards and Government Auditing Standards (2003 Revision), issued by the Comptroller General of the United States.

Grantee must submit this audit to Grantor within ninety (90) days of the end of the Grantee's Fiscal Year. Submission of the audit must include documentation (i.e., financials) for all for-profit and non-profit entities that clearly reflect all sources of income.

Additionally, pursuant to the Single Audit Act of 1984, as amended, (31 U.S.C. 7501 *et seq.*) an entity expending five hundred thousand dollars (\$500,000.00) or more in Federal awards during that entity's Fiscal Year shall have audits made in accordance with OMB Circular A-133, **Attachment F**, annexed hereto and made a part of this Grant Agreement. If applicable, Grantee must submit the final FY 2010 A-133 audit to DHCD no later than nine (9) months following the end of the Grantee's FY 2010 and FY 2011 period, covered under this Grant Agreement

7. Procurement Policy, Accounting Policies and Procedures, and Personnel Policies and Procedures

Within fifteen (15) days of Grant execution the Grantee shall submit to the Department for review a certified copy of the procurement, accounting, and personnel policies and procedures that are to be in effect during the term of this Grant. These policies and procedures shall be in accordance with the requirements of OMB Circular A-110 (**Attachment D**). The Grantee shall be responsible for following and implementing these procedures and policies for all procurements.

Further, any procurement that is being funded by the District of Columbia with Recovery Act funds is subject to the reporting and operational requirements of the Recovery Act. All contractors and subcontractors are subject to audit by appropriate federal and District entities. The District has the right to cancel, terminate or suspend the contract if the Contractor or any subcontractor fails to comply with the reporting or operational requirements of the Recovery Act, as it may be amended,⁷

⁷ The Grantee will provide the Grantee with the Recovery Act information on the instant reporting or confirm the reporting process to be as already described in this Agreement as the electronic reporting process.

If the Grantee has previously submitted these documents, and said documents have not changed, the Grantee may submit, within fifteen (15) days of Grant execution, a letter (the “Re-certification Letter”) to the Grant Administrator indicating when the most current document was submitted to the District, and certifying that no changes to these policies and procedures have since been made, in lieu of document submission.

E. Summary of Report Deliverables and Receipt Due Dates (if not already submitted):

<u>REPORTS</u>	<u>RECEIPT DATE</u>
1. Monthly Performance Measures Report	No Later than the 5 th Day of each Month
2. Narrative Report; Disbursement/Expense Support Documentation	5 th Day of each Month
3. Fringe Benefit Report	Within 15 Days of Grant Execution
4. New Employee Information	Within 10 Days prior to hiring
5. Notice of Vacant Position	Within 10 Days following Vacancy
6. Non-expendable Equipment Report	Within 15 Days of Grant Execution and an updated Report thereafter bi-monthly
7. Procurement Policies and Procedures	Within 15 Days of Grant Execution, unless Re-certification Letter is submitted
8. Accounting Procedures Manual	Within 15 Days of Grant Execution, unless Re-certification Letter is Submitted
9. Personnel Policies and Procedures	Within 15 Days of Grant Execution, unless Re-certification Letter is Submitted
10. Cost Allocation	Within 30 Days of

Plan (Grant Execution
11. Independent Financial Audit	Within 90 Days of the End Grantee's Fiscal Year (if applicable)
12. Annual A-133 Audit Report FY 2009	Within 9 Months of End of Grantee's Fiscal Year
13. Revised B-1 and B-2 Workplans/Request for Modification	January 1, 2010
14. Letter of Engagement FY 2010 Audit	December 31, 2010
15. Close Out Reports: (See Section XV) a. Inventory List b. Annual Report(s) c. Contractors Certificate and Release	Within 30 Days of Grant Expiration.

Section VII. Accounting/Audit Requirements

A. Accounting System

1. The Grantee shall establish a separate account independent of other account records of Grantee for funds received under this Grant. Grantee shall maintain complete and accurate records and documentation of all costs incurred under this Agreement in accordance with the instructions of the Grantor and organized in a manner that identifies the cost categories set forth in **Attachment B**. This Agreement is subject to annual OMB Circular A-133 audit requirements.
2. Accounting records shall be maintained, at a minimum, on a double entry, accrual basis. All costs shall be supported by properly executed payrolls, invoices, contracts, vouchers, purchase orders or other accounting documents pertaining in whole or in part to this Grant. These records shall be clearly identified, legible, and readily accessible to the Department.
3. Any funds provided to the Grantee, or required for escrow by third parties on behalf of the Grantee for carrying out activities under this Grant Agreement, shall be placed in a separate interest bearing account at a financial institution acceptable to the Grantor. All interest earned from this account is to be submitted to the Grantor by or through the Grantee.

B. Organizational Audit

1. The Grantee shall obtain audits as provided in Section VII(C) (6) above. Any deficiencies noted in the audit reports must be fully cleared by the Grantee within sixty (60) days after receipt by the Grantee. The Grantee shall submit a Letter of Engagement from a certified accounting firm to the Department within 60 days of the execution of this Grant Agreement.
2. Failure of the Grantee to comply with the audit requirements of this Grant Agreement shall constitute a default and may result in the withholding of future payments and/or debarment from participation in future dealings with DHCD and/or the District of Columbia.

Section VIII. Grant Administration

The Grant Administrator is:

Guyton Harvey, Grants Manager
Office of Program Monitoring, DC Department of Housing and Community
Development, 1800 Martin Luther King, Jr. Avenue, SE., Washington, DC 20020
E-mail -- Guyton.Harvey@dc.gov
Telephone -- 202/442-7140.

The Grant Administrator is the District's authorized representative for this Grant Agreement. The telephone number is (202) 442-7140. All concerns regarding the technical implementation and interpretation of this Grant Agreement are to be referred to the Grant Administrator or his/her designee. The Grant Administrator has the authority to approve administrative adjustments (including, but not limited to, line item changes and terms) where there is no dollar increase that would be regarded as a substantive/material change.

Section IX. Non-assignability and Modification

A. Nonassignability

This Grant Agreement may not be assigned by the Grantee to any person, corporation, partnership or any other entity, including any assignment caused by a change in the corporate structure of Grantee, unless agreed upon in writing by the parties to this Grant Agreement.

B. Modification

The terms and conditions of this Grant Agreement may not be modified, waived, or terminated, in whole or in part, unless agreed upon in writing by the parties. None of the terms

and conditions herein contained shall be considered abrogated or waived by reason of any failure or refusal to enforce the same.

Section X. Performance Evaluation/Monitoring

A. Availability of Records

In order to assess performance, the Grantee shall make available to the Grantor information and/or records which will enable effective evaluation of the Project and report to Grantor in a manner specified by the Grantor or its designee. Records must be maintained for the period of time described in Section XIII, below.

B. Frequency of Evaluations/Monitoring

The Grantor or its designee may conduct evaluation and/or monitoring of the services performed under this Grant. The Grantor shall conduct evaluations and on-site monitoring at its discretion. Further, Grantee shall make timely submission of required documents under the Agreement.

C. Suspension or Termination of Assistance

In accordance with the terms and conditions of this Grant and the Grant Governing Documents, suspension or termination of HPRP assistance may occur according to the Default provision in Section D below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Grantee to cure any default in a timely manner. In accordance with the Recovery Act, HPRP and the other requirements of this Grant Agreement, termination of funding under this Grant may occur on the basis of convenience in DHCD's sole and reasonable discretion.

D. Default

In accordance with the HPRP and Recovery Act rules and regulations, material failure by the Grantee and its agents and any party directly or indirectly assisted with HPRP Funds to comply fully with the terms, conditions and covenants of this Agreement or any other agreements executed as part of, related to or as a direct consequence of this Agreement, as such material failure as determined in the sole and reasonable discretion of DHCD, shall constitute a default hereunder. If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than ten (10) business days, such default shall result in the termination and suspension of any further disbursement of any remaining HPRP assistance as described in Section C above, automatic reversion to DHCD of any remaining HPRP funds in the possession of the Grantee hereunder, and the utilization by DHCD of any and all legal and equitable remedies available to DHCD. DHCD may deem default by the Grantee to bar any further HPRP assistance to the Grantee unless the Grantee provides to the satisfaction of DHCD, in its sole and reasonable discretion, sufficient justification

and excuse for such default and submits evidence sufficient, in the sole and reasonable discretion of DHCD, that the Grantee has taken and used best efforts to avoid any future defaults.

E. Substandard Performance

Substandard performance, as determined in the reasonable exercise of the Department's sole discretion, shall constitute grounds for suspension or termination.

F. Reversion to DHCD of HPRP Program Assistance

Upon default by the Grantee under the terms of Section D above, which has not been cured according to a time limit established by DHCD in its sole and reasonable discretion, the Grantee shall transfer to DHCD, upon receipt of DHCD's written request and according to DHCD written instructions, any HPRP Program funds in its possession (whether or not committed), any accounts receivable attributable to the use of HPRP funds and that portion of any income directly generated by (or the prorated proportion of) HPRP funds for the activities described in this Agreement.

Moreover, upon termination of this Agreement, as contained in the Paragraphs above and/or upon final completion of the projects and activities for which HPRP funds have been given by DHCD, the Grantee shall transfer any unspent, excess or surplus HPRP funds to DHCD upon request.

G. Waiver

No delay or omission of DHCD to exercise any right, power or remedy accruing upon the occurrence of a default shall impair any such right, power or remedy or shall be construed to be a waiver of any such default or any acquiescence therein.

Section XI. Special Provisions

A. Uniform Administrative Requirements

The Grantee shall comply with all applicable uniform administrative requirements and standards contained in 24 CFR § 570.502, including but not limited to applicable OMB Circulars and attachments to OMB Circulars. The Grantee shall also comply with all administrative standards and requirements established by DHCD under the CDBG Program and any other applicable administrative standards and requirements under District of Columbia or federal law.

B. Corporate Changes

The Grantee shall notify DHCD in writing within thirty (30) days of any change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status,

organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

C. Indemnification

Grantee, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify the Grantor from and against any and all losses, claims, or injuries, arising from this Grant Agreement; further, the Grantee shall defend or cause to be defended the Grantor, at Grantee's sole cost and expense, in any court or administrative actions involving the Grantor in connection with this Grant Agreement.

D. Intentionally Omitted

E. Anti-deficiency Requirement

Notwithstanding anything contained in this Agreement to the contrary, the terms and conditions of this Agreement, including but not limited to provisions pertaining to funding or the Grant amount, shall remain in full compliance with the Anti-deficiency Act, D.C. Official Code § 47-105 (2001). No provision contained in this Agreement shall be construed as a multi-year financial obligation to the Grantee on the part of the District so as to cause a violation of the Anti-deficiency Act.

F. District's Authorized Representative

Upon award of the Grant, the Grant Administrator identified in Section IX of this Agreement will be responsible for the following:

1. Monitoring the Grantee's technical progress, including the surveillance and assessment of performance and recommending to the Director of the Department changes in requirements;
2. Performing technical evaluation as required;
3. Interpreting the statement of work and other language in the Grant agreement;
4. Assisting the Grantee in the resolution of technical problems encountered during performance of required Grant activities; and
5. Ensuring compliance with District, ARRA, HPRP and other rules and regulations.

G. Grantee's Authorized Representative

The Grantee's authorized Representative is:

Telephone No.: _____
Facsimile No.: _____
Email Address: _____

Section XII. Insurance

The Grantee shall obtain at least the minimum insurance coverage set forth below prior to award of the Grant and keep such insurance in force throughout the Grant period.

- A. Employer's Liability Insurance coverage of at least \$100,000, per occurrence.
- B. Bodily Injury Liability Insurance coverage written on a comprehensive form of policy of at least five hundred thousand dollars (\$500,000.00) per occurrence.
- C. Property Damage Insurance coverage in an amount of two hundred thousand dollars (\$200,000.00) per occurrence.
- D. Workers' Compensation Insurance coverage for all of employees employed upon the premises and with its other operations pertaining to this agreement, and the Grantee agrees to comply at all times with the provision of the workers' compensation laws of the District.
- E. Comprehensive Automobile Liability Insurance coverage shall provide bodily injury and property damage liability covering the operation of all vehicles used in connection with performing the Grant. The Grantee shall carry comprehensive automobile liability insurance applicable to owned and non-owned vehicles against liability for bodily injury and property damage in an amount of two hundred thousand dollars (\$200,000.00) per person and five hundred thousand dollars (\$500,000.00) per occurrence for bodily injury and twenty thousand dollars (\$20,000.00) per occurrence for property damage.
- F. Fire Insurance

The Grantee shall keep all Grantee's buildings, improvements and equipment, including all alterations, additions and improvements, sufficiently insured against loss or damage by fire. The insurance shall be in an amount equal to their replacement costs.

G. Fidelity Bond

The Grantee must, within fifteen (15) days of the Grant execution, procure Fidelity Bond Coverage in an amount equivalent to the total Grant budget. The Fidelity Bond

deductible shall not exceed One Thousand Five Hundred Dollars (\$1,500) in total per year. Pursuant to OMB Circular A-110, Fidelity Bond Coverage is required to protect the District's interest in the dollar amount of the Grant.

H. The District as an Additional Insured

All insurance provided by the Grantee, as required by this Section, except Comprehensive Automobile Liability insurance, shall set forth the District as an additional insured.

I. Policies Written

Insurance shall be written with responsible companies licensed by the District. The Grantee shall, within fifteen (15) days of Grant execution, provide a copy of all current policies and paid receipts. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination.

J. Expiration/Renewal of Policies

All insurance policies, which expire during the Grant period, shall be promptly renewed during the Grant period. A copy of the renewal documents shall be submitted to the District within thirty (30) days of the effective dates of the renewal.

Section XIII. Records Maintenance

The Grantee shall retain all records pertinent to this Grant for no less than four (4) years from the closeout of the HUD Grant to DHCD. In addition, records resulting from the resolution of an audit or monitoring finding shall be maintained for a period of not less than three (3) years after resolution of the finding. The Grantee shall be required to make available, upon request, for at least four (4) years after Grant completion, files and records that will assist the District in assessing the impact of this Grant.

A. Client Data Files

The Grantee shall maintain client data demonstrating client eligibility in accordance with HPRP guidelines and the Recovery Act requirements. Such data shall include, but not be limited to, client name, address, income level, and description of service provided and shall be made available to the Department monitors for review upon request in keeping with the Recovery Act and HPRP requirements.

B. Inspections

All Grantee records relating to any matter covered by this Agreement shall be made available to the Department, or its designee, at any time during normal business hours, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data. The Grantee will coordinate its inspections of the work under this Grant with Grantor to assure regular and timely inspections.

Section XIV. Special Federal Provisions

Grantee shall fully comply with the following applicable federal provisions:

A. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

B. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.* prohibits housing practices that discriminate based on race, color, religion, sex national origin, familial status and disability; Executive Order 11063 as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107.

C. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

D. The requirements of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1.

E. The prohibition against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 1 part 46. The prohibition against handicap discrimination under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

F. The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60.

G. The Conflict of Interest provisions of Federal and District laws, specifically the Community Development Block Grant regulations, strictly prohibit any person who exercises or has exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities from obtaining a financial interest or benefit from a CDBG-assisted

activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity. 24 CFR § 570.611.

Further, as it relates to the procurement of supplies, equipment, construction and services, recipients and subrecipients of HPRP funds are held to the conflict of interest provisions of 24 CFR §§ 85.36 and 84.42. In addition to the general conflict of interest prohibition, these sections require that federal fund recipients maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts to address the prohibition against any real or apparent conflict of interest.

Further, within fifteen (15) business days of execution of the Grant agreement, the Grantee shall submit to the Department a copy of the Grantee's conflict of interest policies and procedures for review and approval by the Department. The procedures shall include the collection and retention of Conflict of Interest declarations to be executed by each employee and board member.

H. [Intentionally Omitted]

I. The Hatch Act, Chapter 15 of Title V, United States Code to the extent that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act.

J. The National Environmental Policy Act or other legislation implemented by 24 CFR Part 58.

K. The Drug-Free Workplace requirements at 24 CFR part 21 incorporated into the terms and conditions set out in the "Drug-Free Workplace" certification which is attached hereto and made a part of this Agreement. See **Attachment S**.

L. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (April 1991) (FAR 52.203-11).

1. The definitions and prohibitions contained in the clause, at FAR 52.203-12 – Limitation on Payments to Influence Certain Federal Transactions, are incorporated by reference in paragraph (b) of this certification.
2. The Grantee, by executing this Grant, thereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - a. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding

of any Grant, or the entering into any extension, continuation, renewal, amendment or modification of any Grant;

- b. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFA, the applicant shall complete and submit with its application, OMB standard Form-LLL, Disclosure of Lobbying Activities to the District's Authorization Representative; and
- c. He or she will include the language of the certification in all sub-Grant awards at any tier and require that all recipients of sub-Grant awards in excess of \$100,000 shall certify and disclose accordingly.

M. The Americans with Disabilities Act of 1990 ("ADA") - Notwithstanding anything contained herein to the contrary during the performance of the Grant, the Grantee and any of its subcontractor(s) shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code §12101 et seq.

N. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulation of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

O. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Grant for default, and debarment or suspension from future HUD-assisted contracts.

P. Section 1512 of the American Recovery and Reinvestment Act of 2009, (ARRA), Public Law 111-5, 123 Stat. 115 (February 17, 2009) and the reporting requirements pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).

Section XV. Close Out Provisions

The Grantee shall submit the following, as applicable:

A. Documentation of Expenses

Documentation of expenses including certification of final expenses and sufficient documentation to verify incurred expenses by September 30, 2011.

B. Final Payment Request

The final payment request shall be accompanied by an executed DHCD Contractor's Certificate and Release Form. See **Attachment I**.

C. Annual Report

Grantee shall provide an annual report within 30 days of Grant expiration or termination. The annual report shall include a year-end summary of the Grantee's accomplishments/achievements under the Statement of Work and pursuant to the goals outlined in the Grant Agreement.

D. Equipment Inventory

Grantee shall submit to the District a list of all furniture, fixtures, equipment and vehicles purchased with HPRP funds, on the forms which the District provides, within thirty (30) days of Grant expiration, in compliance with OMB Circular A-110.

E. Audit

Grantee shall maintain books, program and financial records, and sufficient staff capacity to enable an A-133 audit of the organization for the Grant period to be completed during the closeout period. See Audit Requirements, Section VII.

F. Transfer of Records

Grantee shall, within thirty (30) days following Grant expiration, transfer all administrative and program case files and work in progress to the Department.

G. Grantee's Obligations

Grantee's obligations to the Grantor shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments and disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balance and receivable accounts to the Grantor. The Special Provisions "G", Part II, which are attached hereto as **Attachment J**, shall apply as indicated.

Section XVI. Intentionally Omitted

Section XVII. Total Agreement

The Grant Agreement, including specifically incorporated documents, constitutes the total and entire agreement between the parties. The approved Statement of Work and approved Budget are specifically incorporated herein, as well as all other attachments. All previous discussions, writings and agreements are merged herein. Also, all footnotes, attachments, recitals, referenced ARRA, local, Federal and HPRP laws and regulations, as well as all footnotes and references to laws, regulations, resolution or other applicable ARRA materials and information contained in this Agreement are incorporated by reference and made a part of this Grant Agreement even if any of the aforementioned attachments are already attached and made a part of this Grant Agreement.

Section XVIII. Applicable Law

The provisions of this Grant Agreement shall be governed and construed under the laws of the District of Columbia.

Section XIX. Severability

In the event that any provision of this Agreement shall be held to be unenforceable under the law or equity, all remaining provisions of this Agreement shall be valid, binding and enforceable against the parties hereto.

Section XX. Amendment

None of the terms or provisions of this Agreement may be changed, amended, waived, modified, discharged or terminated except by instrument in writing executed by the Department approving in its sole and reasonable discretion, such change, amendment, waiver, modification discharge or termination. None of the terms of this Agreement shall be deemed to have been abrogated or waived by the Grantor by reasons of any failure of the Department to enforce the same.

Section XXI. Publicity: Written and All Other Media

All written or printed materials distributed or posted by Grantee which publicizes the project being funded by the DC Department of Housing and Community Development shall include information that the service, activity, or development is being funded, partially or fully, through the Department under the Recovery Act, more specifically under HPRP. Further, announcements of all events that publicize the activity or project shall acknowledge funding by the Department. This may include, but is not limited to, newspaper announcements or advertisements, flyers, postings, any radio and television announcements.

Section XXII. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976 (DCFOIA), Pub. L. 90-614, D.C. Official Code §§ 2-531 *et seq.* provides for the disclosure of public information. Specifically, the law provides that “any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act.” Further, a “public record” has been defined by the District of Columbia Public Records Management Act of 1985 as “any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District.” D.C. Official Code § 2-1701(13) (2001).

This serves as your Notification that information/documentation submitted to the Department of Housing and Community Development pursuant to this Grant, or in connection with the transaction of the business of the Department, is subject to public disclosure in response to a Freedom of Information Act request. Any information that is not specifically exempt by D.C. Official Code § 2-534(a) of the DCFOIA may be disclosed upon a proper request.

Section XXIII. Notice of Non-Discrimination

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 *et seq.* (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business. Sexual harassment is a form of sexual discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.

Section XXIV. Notices

All notices required under this Grant Agreement shall be sent by U.S. mail to the following addressees:

As to Grantor:

D.C. Department of Housing and Community Development
1800 Martin Luther King, Jr. Avenue, SE
Washington, DC 20020
ATTN: Director

As to Grantee:

Section XXV. Special Provisions for Clarification and Exclusion

Whenever any Attachment is mentioned in and annexed to this Grant Agreement for completion by the Grantee or any third parties, it intended that the form or document referred to as an Attachment must be completed and returned to the Grantor in keeping with the terms of this Grant Agreement and as may be required under the Grant Governing Documents.

This is primarily a Grant providing funds for **non-construction** HPRP eligible activities; therefore, any labor or construction related provisions of this Grant Agreement shall be effective only if applicable. Any uncertainty on the applicability of any provision shall be determined by the Grantor, at its sole and reasonable discretion in keeping with the requirements of the Grant Governing Documents.

(Signatures Appear on Next Page)

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals to this Grant Agreement on the day and year first hereinabove written.

GRANTOR:

WITNESSED BY:

DC Department of Housing
and Community Development

_____(Seal)
Leila Finucane Edmonds, Director

Approved for Legal Sufficiency

Assistant Attorney General

Date

GRANTEE:

WITNESSED BY:

_____(Seal)
Name: _____
Title: _____