

DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY

HOUSING STABILIZATION GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) is made as of this ____ day of December, 2020 (“**Effective Date**”) by and between the District of Columbia Housing Finance Agency, an instrumentality of the District of Columbia (“**Grantor**” or “**Agency**”) and, _____, a District of Columbia Eligible Landlord (“**Grantee**”).

The Grantee submitted an application (“**Application**”) and the Agency has approved the award of a District of Columbia Housing Stabilization Grant to the Grantee in the amount of \$_____ (“**Grant Award**”). Acceptance by Grantee of its award and performance of the grant is subject to Grantee’s adherence to the following terms and conditions:

1. **Eligible Landlord.** An Eligible Landlord is a housing provider in any development in the Agency’s or the District of Columbia Department of Housing and Community Development’s (“**DHCD**”) portfolio consisting of more than twenty (20) residential rental units.

2. **Purpose and Use of Grant Award funds.** The Housing Stabilization Grant Program is designed to relieve COVID-19 related rent delinquencies at _____, a property or development in the Agency’s portfolio (the “**Property**”). The Grant Award shall be used to pay eighty percent (80%) of the delinquency on the resident’s rent ledger incurred from April 2020 through November 2020 (“**Applicable Period**”). The Grantee must forgive the remaining twenty percent (20%) of the delinquency incurred during the Applicable Period. Grantor reserves the right to modify the dates in this Section 2 in order to comply with dates approved by the District of Columbia Deputy Mayor for Planning and Economic Development (“**DMPED**”).

Grantee must have residents receiving Grant Award funds applied to their accounts confirm that the rent delinquency is due to the COVID-19 pandemic, see Tenant Attestation Form attached hereto as **Exhibit C**. The Tenant Attestation Form shall be filed in each resident’s account. Grantee hereby attests that resident rent delinquencies are due to the COVID-19 pandemic.

Eligible Residents are defined as tenants residing at the Property continuously from March 1, 2020 to the Housing Stabilization Grant Program application date who were unable to pay rent during the Applicable Period due to the impact of COVID-19. Eligible Residents must not be receiving operating or rental assistance, to include, but not limited to:

- (A) Local Rent Supplement Program,
- (B) Section-8 Voucher,
- (C) Veteran Assistance for Supportive Housing,
- (D) Emergency Rental Assistance Program,
- (E) COVID-19 Housing Assistance Program, or
- (F) Tenant Based Rental Assistance Program

Grantee hereby acknowledges that by signing this Agreement and receiving the Grant Award, Grantee may be subject to tax or other implications. Any tax or other implications imposed on the Grantee as a result of receiving the Grant Award is the Grantee's sole responsibility.

3. **Term.** The Term is from the Effective Date until September 30, 2021. All expenses funded by this Grant Award must occur and/or be spent by December 30, 2020.
4. **Due Diligence.** As a condition of award, Grantee shall submit to the Grantor the following Due Diligence Documents current as of the Effective Date:
 - (A) Rent roll to cover Covid-19 Delinquency (March 2020 - November 2020),
 - (B) Rent Delinquency Report for (April 2020 - November 2020),
 - (C) Complete Delinquency Template (download from Agency website),
 - (D) Basic Business License,
 - (E) Clean Hands Certification,
 - (F) Property Insurance Certificate,
 - (G) Property Information: Property Name, Total Units/Unit Bedroom Sizes, Area Median Income (“**AMI**”) Levels, Vacancy (Physical/Economic),
 - (H) Rental Income Property shown on 2019 Taxes (Federal and the District of Columbia),
 - (I) Resident Identifiers: Resident Name, Household Size, Address, Outstanding Balance, Local Rent Supplement Program (“**LRSP**”), Housing Choice Voucher and or COVID-19 Subsidy,
 - (J) Self-Certification that Grantee does **NOT** have any outstanding District of Columbia

- Department of Consumer and Regulatory Affairs (“**DCRA**”) enforcements,
- (K) Submission of all outstanding compliance items (i.e. registration in Agency Portal, submission of monthly, quarterly and year ending reporting),
- (L) Attestation/Certification that documentation submitted for the Grant Award is true and correct. Any false statements may result in revocation of the Grant Award and reversion of funds to the Grantor, and
- (M) W-9

Grantee shall submit the Due Diligence Documents above no later than **December 11, 2020** through the following website: <http://dchfa.org/housing-stabilization-grants/>. Please contact HSGAwardee@dchfa.org with any questions regarding this process. Failure of Grantee to provide either a Clean Hands Certificate, or Basic Business License, to the Grantor pursuant to this Section shall be considered a default under Section 11 Grantor reserves the right to request additional due diligence items for review.

5. **Method of Payment.** Grant Award funds will be issued via Automated Clearing House (“**ACH**”) payments, however wire transfers may be initiated if necessary. Grantee shall provide the bank account and routing information necessary to electronically wire the Grantee Award to its account. Grantee’s information should be input carefully and double checked to prevent mistakes. The following information shall be submitted: (A) Grantee (Payee) Name (B) Account Holder’s Name (C) Bank Name (D) Bank State (E) ABA Routing Number (F) Bank Account Number.
6. **Reporting Requirements.** Grantee shall submit a close out report (“Report”) to Grantor no later than January 4, 2021. Reports shall include an accounting of how the Grant Award was applied to delinquent accounts. See Grant Report Guidelines, attached hereto as Exhibit A. Grantee’s failure to fully document expenditure of a Grant Award as described in this Section 6 and Section 8 shall be considered a default under Section 11. Grantee may be subject to additional reporting requirements by the Grantor, District of Columbia Government (the “District”) and/or the United States Department of the Treasury (“Department of the Treasury”). Grantee must notify residents in writing receiving Grant Award funds applied to their account that information including but not limited to address, unit, and months credited may be reported to the Grantor, the District

and/or the Department of the Treasury.

7. **Audit.** Grantor may conduct audits, at the Grantor's discretion, of any and all information related to the distribution and application of the Grant Award, including, but not limited to, Grantee's rent rolls, records demonstrating application of Grant Award to delinquent accounts, Grantee's due diligence items, and all other records or documents deemed necessary to complete Grantor's audit. Grantor will monitor the performance of the Grantee based on the Purposes and Uses described in Section 2 and other requirements included in this Agreement. Grantee shall cooperate fully with the Grantor in the conduct of an audit under this Section 7. Grantee may be subject to additional audits by the Grantor, the District, and the Department of the Treasury.

Grantee shall fully clear or remedy any deficiencies noted in any audit conducted by the Grantor under this Section 7 within thirty (30) calendar days after the receipt of the audit results by Grantee. If an audit shows that an expenditure is not allowable under this Agreement, Grantor shall disallow the expenditure of funds by a written letter or electronic correspondence sent to Grantee. Grantee shall repay Grantor for audit disallowances within thirty (30) calendar days of the date of a disallowance letter. If Grantee fails to repay a disallowance within the thirty (30) calendar day period, Grantee shall be deemed no longer eligible to receive Grant Award funds.

8. **Records Maintenance and Inspections.** Grantee shall retain all records relating to this Agreement and the expenditure of the Grant Award, including all records required to be maintained pursuant to this Agreement, for a period of not less than five (5) years after the end of the Term. In addition, records resulting from the resolution of an audit or monitoring finding shall be maintained for a period of not less than five (5) years after resolution of the finding. Grantee shall be required to make available, upon request, for at least five (5) years after the end of the Term, files and records that will assist the Agency in assessing compliance with this Agreement and the impact of the Housing Stabilization Grant Program.

Grantee shall make available to Grantor for examination and copying, at reasonable times and locations and after reasonable notice from Grantor, any and all information and

records related to Grantee's performance, including physical inspections and to examine the books and records of the Grantee with respect to the Property, and any and all records and documentation prepared pursuant to this Agreement and any and all information and records related to the invoicing, receipt, expenditure, and accounting of the Grant Award. Grantee shall cooperate fully with Grantor in locating and making accessible any such records.

9. **Additional Awards.** Grantor may elect, if legally permitted, to award Grantee additional Grant Award Funds. Grantee acknowledges that Grantor may be legally prohibited from providing additional Grant Awards to Grantee. Grantee shall not be entitled to reimbursement for services or costs procured to effectuate this Agreement.

10. **Unspent Funds.** Grantor shall not disburse any Grant Awards after the Term or upon termination of this Agreement, whichever is earlier. Any undisbursed grant funds remaining after that date shall be de-obligated and shall no longer be available for disbursement to Grantee. Any Grant Award funds remaining unspent in Grantee's possession after December 30, 2020 shall be returned to Grantor pursuant to Section 12.

11. **Default; Remedy; Non-Waiver.** Any failure by Grantee, or their agents to comply with any of the terms or conditions of this Agreement, as such failure is determined in the sole discretion of Grantor, shall constitute a default under this Agreement. In the event of a default, Grantor may provide to Grantee a written notice of the default, along with a demand to cure by a date established in Grantor's sole and reasonable discretion, but in no less than five (5) business days. If the default is not cured or remedied according to the time limit established in the notice and demand, Grantee as applicable, shall return to Grantor any remaining Grant Award funds in the possession of Grantee, and Grantor shall not be obligated to provide any additional Grant Award funds to Grantee, Grantor may exercise any additional rights provided under Section 12 of this Agreement, and Grantor may exercise any other legal or equitable remedies available to Grantor. No delay or omission of Grantor to exercise any right, power, or remedy accruing upon the happening of a default shall impair any such right, power, or remedy or shall be construed to be a waiver of, or acquiescence to, any such default.

12. Suspension or Termination of Grant Funding; Reversion of Funds. In the event that the Grantee: (A) has not complied with the terms of this Agreement; (B) has not demonstrated satisfactory performance or financial accountability; (C) is in default, as described in Section 11 of this Agreement; (D) fails to comply with District and Federal guidelines for operating their businesses (mask protocols, social distancing guidelines, disinfection protocols, occupancy restrictions, etc.) during the COVID-19 public health emergency; (E) made representations and warranties that were not true and correct as of the Effective Date; or (F) is not in compliance with all applicable District and Federal laws and regulations all as determined in the sole discretion of Grantor, Grantor may, at its sole discretion, suspend or terminate funding to Grantee and may demand in writing the repayment or return of some or all of the Grant Award, whether or not such Grant Award funds have been previously obligated or committed by Grantee, any accounts receivable attributable to the use of the Grant Award, and any income generated by the Grant Award. In addition to the foregoing, Grantor may exercise all remedies at equity and law. Any Grant Award funds remaining unspent in Grantee's possession after December 30, 2020 shall be returned to Grantor.

13. Non-Discrimination. In the provision of goods or services associated with the grant, Grantee shall not discriminate, or allow discrimination, on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, genetic information, disability, matriculation, political affiliation, disability, source of income, status as a victim of an intra-family offense, or place of residence or business. In addition, Grantee shall not engage in or allow harassment based on any of the above categories, nor engage in any other activity that would be prohibited by the District of Columbia Human Rights Act of 1977, effective December 13, 1977 (D.C. Law 2-38; D.C. Official Code § 2-1401.01 et seq.).

14. Freedom of Information Act. The District of Columbia Freedom of Information Act of 1976, effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code § 2-531 et seq.) ("FOIA") 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." Grantee acknowledges that the Grantor has provided the Grant Award to Grantee and all information and

documentation submitted to the Grantor, including information exempt from mandatory disclosure under FOIA, is subject to public disclosure in response to a Freedom of Information Act request. Grantor shall have no liability related to such disclosure.

15. **Applicable Law.** D.C. Code § 42-2703.01(12) specifically provides that the Agency has the power to contract for and to receive contributions, gifts, grants, subsidies, and loans of money, property, labor or other things of value from any source to be used for the purpose of this chapter and subject to the conditions upon which the contributions, gifts, grants, subsidies, and loans are made. The provisions of this Agreement shall be governed and construed under the laws of the District of Columbia. Grantee shall comply with all applicable District and Federal statutes and regulations as may be amended from time-to-time.

16. **Authorizing Official.** By executing this Agreement, the authorizing official of the Grantee (the “**Authorized Official**”) represents to the Grantor the due authorization to execute this Agreement, and that no other signatures, consents or authorizations are necessary to render this Agreement binding between the Grantor and the Grantee. The Authorized Official shall complete the attestation attached hereto as **Exhibit B**.

17. **Notices and Grantor Contact Information.** All submissions or notifications to Grantor shall be sent electronically to: HSGAwardee@dchfa.org. Grantee shall provide the property name in the subject line of the e-mail. Notices to the Grantee pursuant to this Agreement shall be sent electronically or to the contact information provided below:

Property Name:

Property Address:

Authorizing Official:

Telephone:

E-mail:

18. **Representations and Warranties.** Grantee represents and warrants the following: (A) It has disclosed whether Grantee, or any of its officers, partners, principals, members, associates or key employees, within the last three (3) years prior to the date of the application, have been: (i) Indicted, charged (if still pending) or convicted of (ii) any crime

or offense arising directly or indirectly from the conduct of the applicant's organization or (iii) any crime or offense involving financial misconduct or fraud; or (iv) the subject of legal proceedings arising directly from the provision of services by the organization; and that if the Grantee's response to (i) above is in the affirmative, Grantee has fully disclosed any such indictments, charges, convictions, or legal proceedings (and the status and disposition thereof) and surrounding circumstances in writing and has provided documentation of the circumstances. (B) That Grantee does not owe more than \$100 to any agency of the District, and Grantor will disburse the Grant Award in reliance on this representation. (C) As of the Effective Date, Grantee is open and operating in the District of Columbia; (D) As of the Effective Date, Grantee has no plans to permanently close operations in the District of Columbia.

19. Nondisclosure of Confidential Information. Grantee shall not use or retain any resident personally identifiable information ("PII") or confidential information including but not limited to health status, financial account information, District or federal subsidy recipient information, or similar information ("Confidential Information") for its own use or for any reason other than to carry out the Purpose and Uses in Section 2 of this Agreement. Grantee shall take all reasonable measures to protect the privacy of the PII or Confidential Information in order to prevent it from public disclosure or unauthorized use or access by persons or entities not authorized under this Agreement. Access to Confidential Information shall be limited to Grantee staff or employees who have a need to access the Confidential Information in their official capacity. Confidential Information shall not be directly or indirectly disclosed, reproduced, copied, disseminated, published, furnished, provided or otherwise made available to any person, firm partnership, limited liability company, corporation, government, association, institution, or other entity, without the prior written consent of the Grantor. The Grantee shall notify the Grantor immediately of any actual or suspected breach, misuse, misappropriation, or unauthorized disclosure of the Confidential Information. Grantee shall be personally liable for all violations of the terms of this Section 19.

20. Severability. In the event that any provision of this Agreement is held to be unenforceable by a court with competent jurisdiction, all remaining provisions of this Agreement shall be valid, binding, and enforceable against the Grantor and Grantee.

21. **Total Agreement.** This Agreement constitutes the total and entire agreement between the Grantor and Grantee. All previous discussions, writings, and agreements are merged herein.
22. **Successors, Transferees and Assigns.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor and Grantee and their respective successors, transferees and assigns.
23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.
24. **Assignments and Transfers.** Neither this Agreement nor the Grant Award shall be assigned or transferred without the prior written approval of Grantor at Grantor's sole discretion.
25. **Anti-Deficiency Considerations.** The Grantor and Grantee acknowledge and agree that nothing in this Agreement creates a financial obligation in anticipation of an appropriation and that all provisions of this Agreement, or any subsequent agreement entered into by the parties pursuant to this Agreement, are and shall remain subject to the provisions of (i) the Federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 47-355.08 (2015 Repl.); (iii) D.C. Official Code § 47-105 (2015 Repl.); and (iv) D.C. Official Code § 1-204.46 (2015 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.
26. **Term and Termination.** This Agreement shall be effective as of the Effective Date and shall remain in effect until the end of the Term. Sections 6, 7, 8, and 19 shall survive the termination of this Agreement.

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[Housing Stabilization Grant Program Grant Agreement Signature page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed, acknowledged, and delivered in their names by their duly authorized representatives as of the Effective Date.

GRANTOR:

THE DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY

By: _____

Name:

Title:

GRANTEE/AUTHORIZED OFFICIAL:

By: _____

Name:

Title:

Date:

Exhibit A
Grant Award Report Guidelines

1. **General Reporting Requirements.** Grantee shall be subject to performance and reporting requirements that will help ensure that Grantee is accountable for achieving program outcomes and using the Grant Award in a responsible manner. The performance and reporting requirements shall enable the Grantor to identify obstacles to success for Grantee. Grantee shall produce timely documentation of program activities and participant progress to Grantor. To meet this requirement, Grantee shall submit evidence of the use of funds, including but not limited to, receipts, invoices, bank statements, copy of the front and back of check payments, and any other supporting financial documentation as requested by the Grantor in its sole discretion.

Grantee shall maintain electronic and hard copies of all reports and supporting materials for no less than five (5) years following the end of the Term. Reports and supporting materials may include but are not limited to financial records that clearly document all funds received and expenditures, eligibility documents, program activities, and performance measures documentation. Grantor shall have sole ownership and control of all deliverables. Grantee may not use or distribute any work product related to this Agreement, any deliverables, or related information without written approval from Grantor in its sole and absolute discretion.

2. **Closeout Report.**

- a. Grantee shall submit a “**Closeout Report**” to Grantor no later than January 4, 2021. The Closeout Report shall be submitted to: HSGAwardee@dchfa.org.
- b. The Closeout Report shall cover the period beginning on the Effective Date and ending on the date of the Closeout Report.
- c. The Closeout Report shall include the following for Grant Award funds applied to delinquent resident accounts:
 - i. Report date of submission.
 - ii. Organization name and contact information (full address, including mailing address if different, telephone number, email and website, the name and contact information of the current CEO or executive (if different) and contact person for this report).
 - iii. EIN and/or federal tax-exempt number (if applicable).
 - iv. Signature of authorizing official.

- v. Spreadsheet that quantifies the dollar amount of the Grant Award and how the Grant Award was applied to each delinquent resident account including, receipts, invoices, bank statements, copy of the front and back of check payments, and any other supporting financial documentation.
- vi. Statement that delinquent resident accounts are now current.
- vii. Updated rent rolls, delinquency reports, and resident ledgers as well as monthly, quarterly and year ending reports.
- viii. Current balance sheet for the property.

Grantee must notify residents in writing receiving Grant Award funds applied to their account that information including but not limited to address, unit, and months credited may be reported to the Grantor, the District and/or the Department of the Treasury.

3. **Review and Approval of Reports.** Each Closeout Report and any other report as requested by Grantor shall be subject to the review and approval of Grantor at its sole discretion. In the event that Grantor disapproves of any disclosure in the Closeout Report, Grantee shall not be entitled to the Grant Award and Grantor shall have the rights and remedies set forth in Section 11 and Section 12 of this Agreement.

4. **Technology Requirements.** At a minimum, Grantee shall provide the following technology to accommodate the reporting requirements listed above:

- i. MS Windows XP Professional or Mac OS X;
- ii. MS Office Professional Version 2007 or 2010 (recommended) or Mac MS Office 2008 or 2011 (recommended);
- iii. Individual E-mail accounts for staff working on the proposed project; and
- iv. Adobe Reader Version 9 or higher (free, downloadable online).

Exhibit B
Authorized Official Attestation Form

I, [PRINT NAME] _____, certify that I am an authorized official of _____ (the “Grantee”) and am hereby authorized to act as a signatory of this District of Columbia Housing Finance Agency Housing Stabilization Grant Agreement, (the “Agreement”), whereby the Grantee shall accept and receive funds from the Home Stabilization Grant Program (the “Grant Award”) for _____ (the “Property”). I represent that no other signatures, consents, or authorizations are necessary to facilitate the disbursement of the Grant Award to the Grantee.

Signature:

Date:

Exhibit C
Tenant Attestation Form

I, [PRINT NAME] _____, attest that due to the COVID-19 pandemic I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses, or other reason described below:

Signature:

Date: