

**DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY**  
**PORTFOLIO STABILIZATION GRANT AGREEMENT**

This Grant Agreement (“**Agreement**”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, (“**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 Property Owner (“**Grantee**”).

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

1. **Eligibility.** Any affordable housing development within the Agency’s portfolio with units financed by HPTF, LIHTC, HOME, CDBG, or other funds and consisting of at least twenty (20) residential rental units shall be eligible. Properties that are in bankruptcy, receivership, conservatorship, foreclosure and/or are not in compliance with DCHFA post-closing requirements are ineligible for assistance.
2. **Purpose and Use.** The Portfolio Stabilization Grant Program is a one-time recoverable grant designed to relieve operational stress at an eligible property or development as defined in Section 1 of this Agreement. The Grant Award shall be used to stabilize the eligible property and shall not be used to reimburse the Grantee for capital expenditures or sponsor investments in the project.
3. **Grantor Representations.** Grantor hereby represents that under provisions of the District of Columbia Housing Finance Agency, being Title 42, Chapter 27 of the District of Columbia Code, as amended (the “**Act**”) and the District of Columbia Housing Finance Agency Resolution 2024-14(G), approved on November 26, 2024 (the “**Resolution**”), the Grantor is authorized to enter into the transaction contemplated by this Agreement and to carry out its obligations hereunder.

4. **Grantee Representations and Warranties.** The Grantee hereby represents the following:

The Grantee is a \_\_\_\_\_ company duly organized and validly existing, in good standing, under the laws of the jurisdiction of its organization, has the power to own its property and carry on its business as now being conducted, and has full power and authority to enter into and execute and deliver this Agreement.

The Grantee represents that the property is eligible for assistance as defined in Section 1.

The Grantee warrants that the due diligence documents submitted in conjunction with its application are true and accurate.

The Property has had a physical inspection within the past six (6) months or will receive a physical inspection after the receipt of funds. If the inspection results in the discovery of any housing code violations, the Grantee will have ninety (90) Calendar days to resolve the violation. If the violation is not resolved within ninety (90) days, the Grant Award must be returned.

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.

5. **Term.** This Agreement shall be enforceable as of the Effective Date.

6. **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) Recent Income Statement
- (B) Complete W-9
- (C) Schedule E and Form D-30
- (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) Deferred Maintenance Items/Documented Housing Code Violations

(I) Eviction/Legal Log

(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), and

(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.

Grantee shall submit the Due Diligence Documents above to the Agency prior to the execution of this Agreement. 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 10. Grantor reserves the right to request additional due diligence items for review.

7. **Method of Payment.** Grant Award funds will be issued via Automated Clearing House (“ACH”) payments, however wire transfers may be initiated, or a check may be issued 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 and (F) Bank Account Number.
  
8. **Post-Closing Compliance and Audit.** 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. 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, Grantee's due diligence items, and all other records or documents deemed necessary to complete Grantor's audit. Grantee shall cooperate fully with the Grantor in the conduct of an audit under this Section 8. Grantee shall fully clear or remedy any deficiencies noted in any audit conducted by the Grantor under this Section 8 within thirty (30) calendar days after the receipt of the audit results by Grantee. If Grantee fails to remedy a deficiency within the thirty (30) calendar day period, Grantee shall be deemed no longer eligible to receive Grant Award funds.

Grantee shall continue to submit any and all required compliance documents to the Agency as stipulated by Property's bond loan documents.

9. **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 Portfolio Stabilization Grant Program.

10. **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 may exercise any additional rights provided under Section 11 of this Agreement, and Grantor may further 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.

**11. 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 10 of this Agreement; (D) made representations and warranties that were not true and correct as of the Effective Date; or (E) 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 shall be returned to Grantor.

**12. 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.).

**13. 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.

14. **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.

15. **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.

16. **Notices and Grantor Contact Information.** All submissions or notifications to Grantor shall be sent electronically to:

**DC Housing Finance Agency  
815 Florida Avenue  
Washington DC 20001  
Attention: Portfolio and Asset Management**

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 Number]  
[Email Address]**

17. **Nondisclosure of Confidential Information.** Grantee shall not use or retain any 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 17.

18. **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.
19. **Total Agreement.** This Agreement constitutes the total and entire agreement between the Grantor and Grantee. All previous discussions, writings, and agreements are merged herein.
20. **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.
21. **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.
22. **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.

23. **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.

24. **Term and Termination.** This Agreement shall be effective as of the Effective Date and Sections 9, 17 and 19 shall survive the termination of this Agreement.

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**[PORTFOLIO STABILIZATION 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:**

[Property Owner]

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**

**GRANT AWARD REPORT GUIDELINES**