

Grant Agreement



Enterprise Community Partners, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Main: 410-964-1230
Fax: 410-772-3057

Enterprise Contact:
Phone:
Email:

Grant #:
Type of Action: Award
Effective Date:
Grant Amount:
Period of Performance
Funder Name:
Funder Agreement #:

Grantee Name and Address:

Contact Information:

Disbursement Details and Special Conditions (*in case of conflict between Special Conditions and the Standard Terms and Conditions, the Special Conditions shall control*):

DISBURSEMENT DETAILS

Grantee may request the full amount of the award at the execution of the grant agreement. To request the funds, Grantee must email a completed Disbursement Request form (Exhibit B) in PDF format to Monica Gonzalez, Sr. Program Director, at mgonzalez@enterprisecommunity.org

Housing & Economic Assistance to Rebuild Texas (HEART) Program GRANT REPORT REQUIREMENTS: Quarterly Reports due October 1, 2018, January 1, 2019 and April 1, 2019. Final Report due August 1, 2019. Grantee also agrees to collect and share photographs and stories of households assisted in its final report as requested.

Technical Assistance: Grantee agrees to participate in no-cost technical assistance throughout the term of the grant agreement. Technical assistance will be mutually agreed upon at the start of the grant term, will include topics requested by the grantee as part of the application.

Record Maintenance and Inspection: Grantee must maintain records of program activities funded through the grant. This includes income qualification documents, receipts of expenditures and any documents that pertain to the activities funded through the grant. During the term of the grant, Enterprise staff may review financial and other records and materials connected with the activities financed by this grant.

Publicity: Enterprise retains the right to release information regarding the grant to public media. Grantee agrees to appropriately credit the participation of Enterprise in any publicity to the media and on websites or social media as it relates to the program for which funds are granted. Only proposed releases to the media need to be submitted to Enterprise for approval. Grantee agrees to share any news stories published about the grant and program with Enterprise staff.

ENTERPRISE CONTACT: Questions regarding the grant agreement or technical assistance may be directed to Monica Gonzalez, Sr. Program Director, at mgonzalez@enterprisecommunity.org or (504) 335-2307.

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This grant agreement sets forth the agreement between the parties and consists of the following documents which are attached and made a part hereof:

Exh A - Scope of Work; Exh B - Budget & Disbursement Forms; Standard Terms & Conditions; Grant Agreement

This Grant Agreement also includes any modification(s) that may be subsequently executed by the parties.

By signing below, GRANTEE or its authorized representative hereby understands and agrees to the terms and conditions set forth in this agreement and the attached documents:

For: GRANTEE

Signature: _____

Name & Title: _____ Date: _____

For: Enterprise Community Partners, Inc.

Signature: _____

Name & Title: Kristen Risch, Vice President Solutions Operations Management Date: _____

STANDARD TERMS AND CONDITIONS FOR GRANT AGREEMENT

Purpose of Agreement

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

Grant Proceeds Disbursements

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

Authorized Uses and Expenditures of Grant Proceeds

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit B. If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk. Any costs related to unauthorized work shall be borne by Grantee.

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

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

Reports

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

Inspection: Right to Audit/Record Retention

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with your staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection by Enterprise or its auditors.

Modifications and Amendments

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

Default and Remedies

If Grantee fails to comply with any terms in this Agreement Enterprise will notify Grantee of its breach and Grantee will have twenty (20) days from the date contained in the notice to cure the breach. A breach may include, without limitation, Grantee's failure to comply with the Work Plan, Grantee's unauthorized expenditure of the Grant Proceeds, or the default of any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Concurrent with the aforementioned notice, Enterprise may suspend and withhold disbursements of Grant Proceeds until the Grantee satisfactorily cures the breach. In addition,

Enterprise may require and Grantee shall accept technical assistance which Enterprise deems necessary to complete the Work Plan.

Enterprise may immediately terminate this Agreement upon conclusion of the twenty (20) day period, if Grantee fails to cure the breach to the satisfaction of Enterprise. In the event of termination by Enterprise, Enterprise may demand repayment of all Grant Proceeds disbursed to Grantee. In addition to the rights and remedies contained in this Agreement, Enterprise may at any time proceed to protect and enforce all rights available to Enterprise by suit in equity, action at law or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

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

Survival

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

Indemnification

The Grantee, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Grantee or of any of its employees or agents.

Conflicts of Interest

Except for approved eligible administrative and personnel costs shown in the budget, none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Proceeds, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure.

Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Nonwaiver

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times.

Personal Information Protection

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

Special Conditions

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project.

**Enterprise Community Partners, Inc.
Budget/Request for Disbursement - Exhibit B**

BACKUP DOCUMENTATION REQUIRED

Check For Check Request

Check for Wire Request

Grant Number: 18SGxxxx
Grantee Name:
Address:
City, State, Zip:
Telephone Number:
Contact Name:

Bank Name:
Beneficiary Name:
Account Name:
Account #:
Bank ABA #:

Is the beneficiary of Account Name different than Grantee Name:

YES NO

If YES, please attach an explanation with your disbursement request.

Period of Performance: _____ through _____

Billing and Reporting Period From: _____ To: _____

		Total Grant Budget	Modification	Current Request	Total Amount Previously	Available Budget
Salaries (List Positions Below):	Percent of Time Billed					\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total Salaries		\$ -	\$ -	\$ -	\$ -	\$ -
Total Fringe Benefits (% of salaries or actual costs)						\$ -
Consultants (List by Type Below):						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total Consultants		\$ -	\$ -	\$ -	\$ -	\$ -
Other Direct Costs (List Line Item Details Below)						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total Other Direct Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Approved Rate _____ %						\$ -
TOTAL BUDGET		\$ -	\$ -	\$ -	\$ -	\$ -

Certification: I certify that we are seeking reimbursement only for expenses incurred according to the terms of the grant agreement. All supporting documentation for expenses is maintained at our office and will be made available for review by Enterprise at any time.

 Typed or Printed Name & Title

 Signature of Grantee's Authorized Certifying Official

 Date