

## **OUTREACH AND TRAINING GRANT AGREEMENT**

This Outreach and Training Grant Agreement (the "Agreement") between the Department of Housing and Urban Development ("HUD") and \_\_\_\_\_ (the "Grantee") (Tax Identification Number \_\_\_\_\_) for Grant Number \_\_\_\_\_, is made pursuant to the FY 1998 HUD Appropriations Act, under Section 514 of the legislation entitled Multifamily Assisted Housing Reform and Affordability Act of 1997 ("MAHRA").

Grant Amount: \$ \_\_\_\_\_

The following are hereby incorporated into this Grant Agreement:

1. Grantee's Application;
2. Acknowledgment letter from HUD informing the Grantee of its acceptance; and
3. Notice of Funding Availability for Outreach and Training Grants to Provide Technical Assistance to Tenant Groups in Projects Eligible Under the Mark-To-Market (M2M) Program (63 Fed. Reg. 23941, April 30, 1998) (the "NOFA").

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

The Grantee agrees to carry out its grant activities under this Grant Agreement in compliance with MAHRA, the NOFA and any other applicable laws, regulations and requirements (including record keeping requirements), and with the activities listed in Exhibit 2 of Grantee's Application to the extent that the funding is sufficient. The Grantee also agrees to accept responsibility for such compliance by any other entities to which it makes grant funds available.

Subject to the provisions of this Grant Agreement, HUD will make grant funds in the amount stated above available to the Grantee. The Grantee's rights under this Grant Agreement may not be assigned without prior written approval of HUD.

### **ARTICLE I. DEFINITIONS**

- (a) The term "Grant" as used herein refers to funds provided \_\_\_\_\_ under this Grant Agreement.
- (b) The term "Grantee" as used herein refers to the grant recipients identified above.

- (c) The term "Grant Officer" means the official authorized by HUD to execute and/or administer this Grant. The Grant Officer shall be the Deputy Assistant Secretary for Multifamily Housing Programs.
- (d) The term "Grant Representative" means the HUD individual who is responsible for the technical administration of the Grant, the evaluation of performance under the Grant, the Acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the Grant.

## **ARTICLE II. SCOPE AND CONDUCT OF WORK**

- (a) The Grantee shall perform the work items listed in Exhibit 2 of Grantee's Application to the extent that Grant funds are made available. This shall include providing the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise doing all things necessary for or incidental to the performance of the program activities as set forth in Grantee's Application and this Grant Agreement.
- (b) During the effective period of this Grant Agreement, the Grant Representative shall be responsible for monitoring the approved activities of the Grantee, unless the Grantee is notified in writing of his or her replacement.
- (c) Only the Grant Officer has the authority to authorize deviations from this Grant Agreement. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of the Grantee. Any costs related thereto shall be borne by the Grantee.

## **ARTICLE III. CONFLICT OF INTEREST**

- (a) Funds received under this Grant Agreement shall not be used to supplant or duplicate other resources for the proposed activities. In carrying out its duties under this Grant Agreement, the Grantee must avoid even the appearance of a conflict of interest. All executives, board members, key management personnel, or any other person or entity with direct or indirect control, are required to execute a Conflict of Interest Certification at the time of execution of this Grant Agreement and on each anniversary date of execution.
- (b) If the Grantee is providing services under this Grant Agreement that are related to a specific property, and any group related to that property receives grant funds under the Mark-To-Market Intermediary Technical Assistance Grant (ITAG) program, the Grantee shall cease billing for activities related to that property under this Grant Agreement within 30 days of the ITAG award.
- (c) If the Grantee provides any services (e.g., consultant) to any property or entity that receives ITAG or OTAG funding, must report such services and the compensation received for such services in the reports submitted under Article VII of this Grant Agreement.

- (d) The Grantee may only receive funding under another technical assistance grant program (i.e., Public Entity Grants) if the proposed activities qualify under the terms of such grants and do not duplicate activities eligible under this Grant Agreement.

#### **ARTICLE IV. PERIOD OF PERFORMANCE**

The Grantee shall complete all program activities hereunder within a period not to exceed three years from the date Grantee submits its initial voucher under this Grant Agreement.

#### **ARTICLE V. AMENDMENTS**

This Grant Agreement may be modified at any time by a written amendment. Amendments which effect the rights and obligations of either party shall be executed by the Grant Officer and the Grantee. Administrative amendments may be issued unilaterally by the Grant Officer.

HUD reserves the right to reallocate funds awarded to the Grantee under this Grant Agreement if the Grantee has not spent its allocated grant funds before September 30, 2000. The Grantee agrees that if the Grant funds have not been utilized by September 30, 2001, HUD may initiate closeout of the Grant pursuant to Article VIII of this Agreement.

#### **ARTICLE VI. PROCEDURES FOR DRAWING DOWN GRANT FUNDS**

The Line of Credit Control System - Voice Response System (LOCCS-VRS) is the system that will enable recipients to draw down Grant funds. A request by the Grantee to draw down Grant funds under this system constitutes a representation by the Grantee that it and all participating parties are complying with the terms of this Grant Agreement. The procedure for the Grantee to follow to drawdown funds will be issued in separate instructions.

#### **ARTICLE VII. PROGRESS REPORTS**

The Grantee shall submit a progress report every three months. These progress reports shall include reports on both performance and financial progress and shall conform with OMB Circulars A-87, A-110, A-122 and A-133, and 24 CFR Part 84, wherever applicable.

- (a) The performance reports must contain the information required under the OMB Circulars referenced above and 24 CFR Part 84, wherever applicable.
- (b) The financial reports shall be submitted on Standard Form 269 and a breakdown in costs on Standard Form 424A or a form to be provided by HUD.
- (c) The reports shall list the properties and number of tenants assisted by the Grant activities being performed during the period. The reports shall include information concerning conferences, brochures, meetings held, training, etc., and a narrative describing tangible benefits resulting from the Grant activities and difficulties encountered and solutions found. Any "best practices" developed should be

emphasized.

**No Grant payments will be approved for projects with overdue progress reports until the report has been submitted and approved.**

- (d) Annually and within 90 days of completion of the Grant, Grantee shall submit Independent audit statements meeting the requirements of OMB Circular A-110 and A-133.

#### **ARTICLE VIII. CLOSEOUT**

- (a) Within 30 days of the expiration of the term of this Grant Agreement or completion of Grant activities, whichever occurs first, the Grantee shall request HUD approval to initiate closeout in compliance with either the OMB Circulars referenced above, and 24 CFR Part 84, wherever applicable. At HUD's option, the Grantee will delay initiation of closeout until the resolution of any HUD monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.
- (b) The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any review in any way possible, including making available records requested by HUD.
- (c) Within 90 days after HUD approval to initiate closeout, the Grantee shall provide to HUD the following, in the format(s) approved by HUD:
  - (1) A certification of compliance with all requirements of this Grant Agreement.
  - (2) An audit report meeting the requirements of the OMB Circulars referenced above, and 24 CFR Part 84, where applicable. The report shall include a listing of the amount and types of costs charged to the Grant that meet the allowability and allocability cost requirements.
  - (3) A final performance report providing a comparison of actual accomplishment with each of the program commitments and objectives and additional pertinent information.
- (d) The Grantee agrees that the Grant may be reduced if the project costs, meeting the standard of OMB Circulars A-122 and A-87 and 24 CFR Part 84, are less than the Grant amount plus other funds provided to the program.
- (e) When HUD has determined to its satisfaction that the Grant funds are allowable, the activity was completed as described by the Grant Agreement, and all Federal requirements were satisfied, HUD and the Grantee will sign the Closeout Agreement.
- (f) The Closeout Agreement will include the Grantee's agreement to abide by any applicable

continuing federal requirements in compliance with the NOFA (except as otherwise specifically conditioned by this Grant Agreement), and any applicable laws, regulations, and requirements.

#### **ARTICLE IX. DEFAULT**

A default under this Grant Agreement shall consist of any use of Grant funds for a purpose other than as authorized by this Grant Agreement or any other material breach of this Grant Agreement, or any misrepresentation in the application submissions which, if known to HUD, would have resulted in this Grant not being provided. If HUD determines preliminarily that the Grantee is in default, HUD will give the Grantee notice of this determination and the corrective or remedial action proposed by HUD. The Grantee shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed thirty days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action. If HUD determines that the Grantee will continue to expend Grant funds contrary to this Grant Agreement unless HUD takes immediate action, HUD may implement a remedial action appropriate to prevent such misspending concurrently with issuing a notice of default. Corrective or remedial actions that HUD may instruct the Grantee to undertake under this Grant Agreement may include, but not be limited to:

- (1) Preparing and following a schedule of actions and/or a management plan for properly completing the approved activities affected by the default;
- (2) canceling or revising the affected activities prior to expending Grant funds for them, revising the Grant budget as necessary, and substituting other eligible activities;
- (3) Discontinuing draws under the LOCCS System, and not incurring further costs, for the affected activities; and
- (4) Reimbursing HUD in the amount not used in accordance with this Grant Agreement.

Where HUD determines that corrective or remedial actions by the Grantee have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this Grant Agreement:

- (1) Change the method of payments under the LOCCS from an advance to a reimbursement basis;
- (2) Suspend the Grantee's authority to make draws under the LOCCS for affected activities for not more than ninety (90) days, pending action to cure the default and prevent further default by the Grantee, or final remedial action by HUD;

- (3) Reduce the Grant in the amount affected by the default;
- (4) Terminate the Grant as to all further activities and request the Grantee to initiate closeout procedures;
- (5) Take action against the Grantee under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards; and
- (6) Take any other remedial action legally available.

No delay or omission by HUD in exercising any right or remedy under this Grant Agreement shall impair HUD's ability to exercise such right or remedy or constitute a waiver of, or acquiescence in, any Grantee default.

**ARTICLE X. CERTIFICATIONS**

The Grantee certifies that it shall comply with the provisions of the Fair Housing Act (42 USC 3601-3619); Title VI of the Civil Rights Act of 1964 (42 USC 2000d); Executive Order 11063 as amended by Executive Order 12259 (3 CFR 1958-1963 Comp, p. 652 and 3 CFR 1980 Comp., p. 307); section 504 of the Rehabilitation Act of 1973 (29 USC 794); the Age Discrimination Act of 1975 (42 USC 6101-6107); Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), Executive Order 11246 (3 CFR 1964-1965 Comp, p. 339), Executive Orders 11625, 12432, and 12138 and all implementing regulations issued pursuant to these statutes and authorities.

**ARTICLE XI. SPECIAL CONDITIONS**

The Grantee agrees to submit a detailed three-year budget as directed by the Grant Representative. The budget shall list the dollar amount allocated to carry out each OTAG Grant activity. The Grantee must submit this budget prior to drawing down Outreach and Training Grant funds.

This Grant Agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA  
Secretary of Housing and Urban Development

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Signature of Authorized Official

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Title

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Date

RECIPIENT

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Name of Organization

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Signature of Authorized Official

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Title

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Date