

WestMetro HOME Consortium Request for Proposals (RFP)

**Community Housing Development Organizations
("CHDOs")**

**FFY24 (HM25)
HOME Program CHDO Operating Funds**

Deadline for Submission of Proposals

Proposals for CHDO Operating must be submitted to the contact no later than

Wednesday, December 18, 2024 at 5:00 PM.

Electronic versions are mandatory

Contact Information

Shaylyn Davis-Iannaco, Housing Program Manager

email: sdavis@newtonma.gov

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I. Introduction

The WestMetro HOME Consortium (“Consortium”), through the City of Newton (“Representative Member”) has available **\$76,333.94** in FFY24 (HM25) HOME Community Housing Development Organizations (“CHDO”) Operating Funds for the reasonable and necessary costs, consistent with HOME regulations Section 92.208 and HUD CPD Notice 96-9, for the operations of a certified CHDO(s) that is engaged in the development and preservation of HOME-eligible housing within the Consortium Communities.

This RFP will serve two purposes, first is to certify or recertify any non-profit applying for the CHDO Operating funds and second, to allocate CHDO Operating funds to certified CHDO(s). Any funded organization must be certified annually and must comply with the regulatory requirements of the HUD HOME Program regulations HOME Final Rule, 24 CFR Part 92.

This RFP is being issued in accordance with the WestMetro HOME Consortium Program Administration Guidelines July 1, 2013; revised March 10, 2015. The guidelines stipulate that the WestMetro HOME Consortium will set aside 5 percent of its annual HOME allocation for CHDO Operating Funds. The funds will be awarded to one or more qualified CHDO(s) through a competitive Request for Proposals process open to any non-profit organization conducting business within the Consortium’s service area. The Project Review Committee will review the Request for Proposals and responses and make its funding recommendation(s) to the Consortium Members. Consortium Members will then vote on the recommendations for CHDO allocations. The Representative Member, or its designee as approved by the Representative Member, shall administer the CHDO Operating Funds agreement(s) on behalf of the Consortium.

Please carefully review the enclosed documents. Proposals must comply with the requirements detailed in this RFP to be eligible for consideration. If any changes to the RFP are made, or addenda issued, they will be posted on the City of Newton website [here](#).

The Consortium welcomes responsive proposals and looks forward to working with the successful applicants.

II. RFP Schedule

All meetings will be held virtually

November 15, 2024 RFP Issued – emailed to Consortium Members and available online

December 18, 2024 5:00 p.m. - Deadline for all proposals*

January 13-17, 2025 Project Review Committee (PRC) to meet to review proposals

February 6, 2025 Consortium Council Meeting - Council vote on PRC’s allocation recommendations.

Applications must be submitted by the CHDO to the Representative Member, who will then distribute the Applications to the Project Review Committee for review.

An electronic version (PDF’s only) of the proposal must be received by the City of Newton via-email no later 5:00 p.m. on Wednesday, December 18, 2024. Electronic versions are required. Applications should be submitted to the following:

III. Eligibility Criteria

1. The organization must have its headquarters within the WestMetro Consortium area (Bedford, Belmont, Brookline, Concord, Framingham, Lexington, Natick, Needham, Newton, Sudbury, Waltham, Watertown, Wayland).
2. The organization must receive a CHDO Certification from the WestMetro HOME Consortium. Please complete the WestMetro HOME Consortium CHDO Recertification form and provide necessary documentation for the WestMetro HOME Consortium to recertify you as a CHDO concurrently with your response to this RFP, if not prior. For any non-profit currently not certified as a CHDO, please contact Consortium Administrator to discuss application process and requirements for certification.
3. The organization must be able to provide terms and conditions which in the WestMetro HOME Consortium's judgment demonstrate that the organization can be expected, within 24 months, to identify a specific site and be eligible and prepared for project development financing under the HOME program.
4. The organization must document that grants awarded under this program plus any other HOME funding for operations will not exceed the lesser of 50% of the organization's operating budget or \$50,000 during the year that the award under this program would be utilized. HOME funds used for development projects need not be included in this calculation.

IV. Eligible Uses of CHDO Operating Funds

CHDO operating funds may be used for reasonable and necessary costs for the operation of the organization and must follow Department of Housing and Urban Development regulations as outlined in 25 CFR 92.208 & 92.300. Funds provided under this program will be provided on a reimbursement basis. Such costs include, but are not limited to:

1. Salaries, wages and other employee compensation and benefits
2. Employee education, training and travel
3. Rent, utilities, taxes and insurance
4. Supplies, technology costs, contracted services

V. Application Requirements

1. Development History and Proposed Project
 - a. Summarize the housing projects completed by the CHDO over the last five years, including number of units, total development costs, sources of financing, project ownership, and management, during and after construction.
 - b. Describe the proposed activities that the HOME CHDO funds would support.

- c. Provide a description of any proposed housing development projects expected to be undertaken in the next 24 months.
 - d. Provide a 24-month schedule for implementation of a HOME CHDO development project, including 6-month, 12-month, 18-month and 24-month benchmarks. CHDOs that have not made progress toward a development project at 12 months may be deemed ineligible for subsequent year WestMetro Consortium HOME program CHDO Operating Expense funding.
2. For the purposes of this RFP, Applicants must provide evidence of Member Community support. Along with Application Requirement 1, listed above, the applicant shall submit letters of support from Member Communities where the CHDO has undertaken projects that included donated or leased land and/or financial support from the municipality (e.g. Community Preservation Act funds, waived fees or taxes).
3. A copy of your organizations fiscal audit and current operating budget.
4. A copy of your organizations most recent Community Housing Development Organization (“CHDO”) Certification

VI. Evaluation of Proposals

HOME funds will be awarded to the most advantageous Proposal(s), as determined by the WestMetro HOME Consortium Council. The evaluation and selection process will be conducted in three phases:

1. All proposals will be reviewed by the Representative Member to determine if the organization qualifies to be certified as a CHDO within the WestMetro HOME Consortium. Representative Member will prepare letters of CHDO certification.
2. Proposals that meet the Submission and HOME Program Requirements to Certify as a CHDO will then be reviewed by the Project Review Committee. The Project Review Committee is comprised of municipal planning or housing and community development professionals from five of the Member Communities. The Project Review Committee will be evaluated for responsiveness to the **Application Requirements as outlined above in Section V.**
3. The Project Review Committee will make allocation recommendations to the WestMetro HOME Consortium Council as to which proposal(s) meet the eligibility requirements. The Consortium Council will make the final funding decision through a majority vote. The Representative Member will then notify each Applicant and issue award letter(s). Next steps for awardees will be to execute a contract substantially similar in form to the Draft Contract included in this RFP as Attachment B.

Attachment A

WestMetro HOME Consortium CHDO Recertification Form

WestMetro HOME Consortium CHDO Recertification Application

Organization Name & Address:

Contact:

Title:

Phone and email:

Application Date:

Date of Last Certification

CHDO Recertification Applications are required every fiscal year and prior to committing funds to a CHDO sponsored project.

CHDO Recertification

In order for WestMetro HOME Consortium to determine if your organization remains eligible for CHDO status, please answer the questions below, by checking either yes or no to indicate your answer. Provide the supporting documentation indicated.

1. Yes No Have there been any amendments or other changes to your Charter, Articles of Incorporation or By-laws since your last CHDO certification date? If yes, please attach a signed copy highlighting any such amendments.

2. Yes No Have there been any amendments or other changes to your tax-exempt ruling from the IRS under Section 501(c)(3) or (4) of the Internal Revenue Code of 1986 since your last CHDO certification date? If yes, please attach a signed copy highlighting such amendments.

3. Yes No Does the CHDO continue to have among its purposes *the provision of decent housing that is affordable to low- and moderate-income persons*, as evidenced by its Charter, Articles of incorporation, By-laws or Board resolutions?

4. Yes No Does the CHDO continue to have standards of financial accountability conforming to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"? Please attach a notarized statement by the president or chief financial officer of the organization, or a certification from a Certified Public Accountant.

5. Yes No Does the CHDO continue to provide a formal process for low-income program beneficiaries to advise the organization on design, location of sites, development and management of affordable housing? Please comment below on any changes made in the formal process since the last certification and attach any evidence of such changes.

Comments:

6. Yes No Has the service area for the organization's CHDO activities changed since the last CHDO certification date? If yes, please attach a map showing the new service area and documentation that this change has been adopted by the CHDO's governing body.

7. Yes No Has the CHDO had any changes in staffing or consultants under contract? If yes, please provide resumes describing the experience accomplished by key staff and copies of contracts with consultant firms or individuals.

8. Yes No Does your CHDO have annual revenues in excess of \$300,000? If yes, please attach a copy of an audit performed by a Certified Public Accountant and conducted in accordance with generally accepted accounting principles and prepared during the most recent fiscal year, in addition to the IRS Form 990. If no, please explain why.

Comments:

9. Yes No

Does your CHDO have annual revenues less than \$300,000? If yes, please submit the CHDO's most recently filed IRS Form 990, along with the items from either (a) or (b):

a) A set of Basic Financial Statements, which **MUST** include the industry equivalent of a Balance Sheet, Statement of Cash Flows, Income Statement and the Notes to the Financial Statements. These must have been certified as official financials and evidenced by a copy of the board minutes showing that they were presented and accepted as official financial statements by the entity's board or governing body.

OR

b) A compiled set of Basic Financial Statements, along with a letter that the compilation was performed in accordance with American Institute of Certified Public Accountants' industry standards. The compilation must include the industry's equivalent of the Balance Sheet, Statement of Cash Flows, Income Statement, and Notes to the Financial Statements.

10. Yes No

For CHDOs that operate HOME-funded rental property, does the CHDO have a "Tenant Participation Plan" that includes fair lease and grievance procedures and a plan for tenant participation in management decisions? Please attach the Tenant Participation Plan.

11. Yes No

Is your organization also certified as a CHDO by the State of Massachusetts? If yes, please attach the most recent certification or recertification document. NOTE: Being a state certified CHDO does NOT exempt you from completing this application or submitting accompanying forms for CHDO recertification in the WestMetro HOME Consortium.

12. Please provide a brief description below of the activities that document the organization's service to the Consortium during the previous year. Attach separate document if more space is required.

Comments:

Please use the checklist below to assure all documentation is submitted with your request for recertification. Missing documentation will delay your request for recertification:

If you answered "Yes" to question #1, please provide a copy of your organization's Charter, Articles of Incorporation or signed By-Laws if amendments or other changes have taken place in the last year.

If you answered "Yes" to question #2, please provide a copy of any amendments to 501(c)(3) or 501(c)(4) certificate from the Internal Revenue Service (IRS).

Notarized statement by the President or CFO or certification from a CPA certifying the organization's financial system compliance with the financial accountability standards of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards".

If there have been changes to your organization's formal process for low income beneficiaries since the last certification, please provide documentation of such changes.

If you answered "Yes" the question #6, please provide a copy of a map defining your new service area the geographic boundaries of organization's service area.

If you answered "Yes" the question #7, please provide a copy of new staff resumes for new key staff and copies of contracts with consultant firms or individuals.

If you answered "Yes" the question #8, please provide a copy of the CHDO's most recently filed IRS Form 990 and Certified Public Accountant prepared audit.

If you answered "Yes" the question #9, please provide a copy of the CHDO's most recently filed IRS Form 990 along with the items listed under (a) **or** (b)

Have you included a list of your organization's Board of Directors and provided a Board Member information sheet for each?

Supplemental attachments, descriptions, activities & explanations

Please email the requested information to:

Shaylyn Davis-Iannaco, Housing Program Manager
sdavis@newtonma.gov

For further information, contact Shaylyn Davis-Iannaco, Housing Program Manager at
sdavis@newtonma.gov.

Signature of CHDO's Authorized Representative:

I certify the information provided in this CHDO recertification application and all its attachments are true and correct to the best of my knowledge.

Signature

Date

Name

Title

Board Information Description

At least one-third of the organization's board must be representatives of the low-income community the CHDO serves. To meet the one third (1/3) minimum requirement, the organization's board could consist of either:

- Residents that live in the low-income community where 51% or more of the residents are low-income. The persons need not be low income;
- Residents of the community who are qualified as low-income (below 80% of the median income); or
- Elected representatives of low-income neighborhood organizations.

1. Low-income resident of the community - Under the HOME program, for urban areas, the term "community" is defined as one or several neighborhoods, a city, county, or metropolitan area. For rural areas, "community" is defined as one or several neighborhoods. Also income must be below 80% MFI for their family size.

2. Resident of a low income neighborhood in service area - This does not mean that you must be a low income person only that you reside in a low-income neighborhood within the organization's Consortium service area.

3. Elected rep or a low income neighborhood organization – A low-income neighborhood organization is an organization composed primarily of residents of a low-income neighborhood. Examples are block groups, civic associations, neighborhood church groups.

4. No more than one-third (1/3) of the board shall be made up of elected or appointed public officials or public employees of the government entity or entities which the CHDO serves. See definitions below:

a). Elected or Appointed Public Official – A public sector representative in any elected public official, any appointed public official, any public/government employee of a public agency or department, or any individual who is appointed by a public official to serve on a CHDO board.

b). Public Employee - All employees of public agencies, including schools, Housing Authorities and Redevelopment Authorities.

NOTE

1. Low income persons residing **outside** the WestMetro HOME Consortium's service area cannot be counted as low income board members for WestMetro HOME Consortium CHDO designation purposes.

2. If a board member is **both** an elected/appointed public official/public employee **and** a low income person/resident/representative, that person **MUST** be counted toward the one-third of board members allowed for public officials/employees and will not be counted as a low income board member.

3.

Board Member Information

Organization Name:

Please complete and return this form for each Board member of the Organization (CHDO). You may duplicate form as needed. Please print or type.

Name:

Home Address:

Phone Number

Home

Work

Cell

Occupation:

Business Name:

Business Address:

Board Member Since:

1. Elected or Appointed Public Official?	2. Public Employee?	3. Low-income* resident of the community?	4. Resident of a low income neighborhood in service area?	5. Elected rep of a low income neighborhood organization?
Yes No	Yes No	Yes No	Yes No	Yes No

I certify that the above information provided above is accurate and correct to the best of my knowledge.

Printed Name

Signature

Date

*Low-Income is defined as a family whose annual income does not exceed 80 percent of the area median income (AMI). Current limits are as follows:

80% AMI	\$82,950	\$94,800	\$106,650	\$118,450	\$127,950	\$137,450
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Community Housing Development Organization [CHDO] Certification Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: _____

Recipient: _____
[Insert exact legal name of the organization]

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the President AND / OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 2 CFR Part 200 - [Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards](#), by providing for and incorporating the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federally-sponsored project;
 - b. Records which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest;
 - c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
 - d. Comparison of outlays with budget amounts for each award;
 - e. Written procedures to minimize the time elapsing between the receipt of funds and the issuance or redemption of checks for program purposes by the recipient;
 - f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of 2 CFR Part 200 - [Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards](#) and the terms and conditions of the award;
 - g. Accounting records, including cost-accounting records that are supported by source documentation.

NOTARY SEAL Affiant:

Title: _____

Subscribed and sworn before me on the ___day of ___, 20___, by ,

on behalf of _____
expires: _____

Notary Public State of Massachusetts

My commission

WestMetro HOME Consortium CHDO Certification Application

Organization Name & Address:

Contact:

Title:

Telephone:

Fax:

Email:

Application Date:

Date of Last Certification:

CHDO Certification Applications are required every fiscal year and prior to committing funds to a CHDO sponsored project.

I. CHDO Certification

In order for WestMetro HOME Consortium to determine if your organization is eligible for CHDO status, please answer the questions below, by checking either yes or no to indicate your answer. Provide the supporting documentation indicated.

1. Yes No Is your organization's Charter, Articles of Incorporation or By-laws attached?
2. Yes No Is evidence of your organization's tax-exempt ruling from the IRS under Section 501(c)(3) or (4) of the Internal Revenue Code of 1986 attached?
3. Yes No Does the organization have among its purposes *the provision of decent housing that is affordable to low- and moderate-income persons*, as evidenced by its Charter, Articles of incorporation, By-laws or Board resolutions?
4. Yes No Does the CHDO continue to have standards of financial accountability conforming to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"? Please attach a notarized statement by the president or chief financial officer of the organization, or a certification from a Certified Public Accountant.

5. Yes No Does the organization provide a formal process for low-income program beneficiaries to advise the organization on design, location of sites, development and management of affordable housing?
6. Yes No Does the organization operate in a the service area within the MetroWest Consortium? If yes, please attach a map showing the service area.
7. Yes No Does the organization have paid staff with housing experience appropriate to the role the organization plans to ply in projects (developer, sponsor, or owner? Note: Paid consultants are only eligible to be considered paid staff during the first year of operating as a CHDO, provided that the consultant trains the organization staff.
8. Yes No Does the organization have annual revenues in excess of \$300,000? If yes, please attach a copy of an audit performed by a Certified Public Accountant and conducted in accordance with generally accepted accounting principles and prepared during the most recent fiscal year, in addition to the IRS Form 990. If no, please explain why.

Comments:

9. Yes No Does the organization have annual revenues less than \$300,000? If yes, please submit the most recently filed IRS Form 990, along with the items from either (a) or (b):
- a)** A set of Basic Financial Statements, which MUST include the industry equivalent of a Balance Sheet, Statement of Cash Flows, Income Statement and the Notes to the Financial Statements. These must have been certified as official financials and evidenced by a copy of the board minutes showing that they were presented and accepted as official financial statements by the entity’s board or governing body.
- OR**
- b)** A compiled set of Basic Financial Statements, along with a letter that the compilation was performed in accordance with American Institute of Certified Public Accountants’ industry standards. The compilation must include the industry’s equivalent of the Balance Sheet, Statement of Cash Flows, Income Statement, and Notes to the Financial Statements.
10. Yes No For organizations that operate HOME-funded rental property, does the organization have a “Tenant Participation Plan” that includes fair lease and grievance procedures and a plan for tenant participation in management decisions? Please attach the Tenant Participation Plan.
11. Yes No Is your organization also certified as a CHDO by the State of Massachusetts. If yes, please attach the most recent certification or recertification document. NOTE: Being a state certified CHDO does NOT exempt you from completing this application or submitting accompanying forms for CHDO certification in the WestMetro HOME Consortium.

12. Please provide a brief description below of the activities that document the organization's service to the Consortium during the previous year or planning upcoming year. Attach separate document if more space is required.

Comments:

Please use the checklist below to assure all documentation is submitted with your request for certification. Missing documentation will delay your request for certification:

If you answered "Yes" to question #1, please provide a copy of your organization's Charter, Articles of Incorporation or signed By-Laws if amendments or other changes have taken place in the last year.

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If you answered "Yes" the question #7, please provide a copy of staff resumes for key staff and copies of contracts with consultant firms or individuals.

If you answered "Yes" the question #8, please provide a copy of the CHDO's most recently filed IRS Form 990 and Certified Public Accountant prepared audit.

If you answered "Yes" the question #9, please provide a copy of the CHDO's most recently filed IRS Form 990 along with the items listed under (a) or (b)

Have you included a list of your organization's Board of Directors and provided a Board Member information sheet for each?

Supplemental attachments, descriptions, activities & explanations

Please email the requested information to:

**Shaylyn Davis-Iannaco, Housing Program Manager
sdavis@newtonma.gov**

**For further information, contact Shaylyn Davis-Iannaco, Housing Program Manager at
sdavis@newtonma.gov.**

Signature of CHDO's Authorized Representative:

I certify the information provided in this CHDO recertification application and all its attachments are true and correct to the best of my knowledge.

Signature

Date

Name

Title

Board Information Description

At least one-third of the organization's board must be representatives of the low-income community the CHDO serves. To meet the one third (1/3) minimum requirement, the organization's board could consist of either:

- Residents that live in the low-income community where 51% or more of the residents are low-income. The persons need not be low income;
- Residents of the community who are qualified as low-income (below 80% of the median income); or
- Elected representatives of low-income neighborhood organizations.

1. Low-income resident of the community - Under the HOME program, for urban areas, the term "community" is defined as one or several neighborhoods, a city, county, or metropolitan area. For rural areas, "community" is defined as one or several neighborhoods. Also income must be below 80% MFI for their family size.
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4. No more than one-third (1/3) of the board shall be made up of elected or appointed public officials or public employees of the government entity or entities which the CHDO serves. See definitions below:
 - a). Elected or Appointed Public Official – A public sector representative in any elected public official, any appointed public official, any public/government employee of a public agency or department, or any individual who is appointed by a public official to serve on a CHDO board.
 - b). Public Employee - All employees of public agencies, including schools, Housing Authorities and Redevelopment Authorities.

NOTE

1. Low income persons residing **outside** the WestMetro HOME Consortium's service area cannot be counted as low income board members for WestMetro HOME Consortium CHDO designation purposes.
2. If a board member is **both** an elected/appointed public official/public employee **and** a low income person/resident/representative, that person **MUST** be counted toward the one-third of board members allowed for public officials/employees and will not be counted as a low income board member.

Board Member Information

Organization Name:

Please complete and return this form for each Board member of the Organization (CHDO). You may duplicate form as needed. Please print or type.

Name:

Home Address:

Phone Number

Home Work Cell

Occupation: Business Name:

Business Address:

Board Member Since:

Month/Year Term

1. Elected or Appointed Public Official?	2. Public Employee?	3. Low-income* resident of the community?	4. Resident of a low income neighborhood in service area?	5. Elected rep of a low income neighborhood organization?
Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I certify that the above information provided above is accurate and correct to the best of my knowledge.

Printed Name Signature Date

*Low-Income is defined as a family whose annual income does not exceed 80 percent of the area median income (AMI). Current limits are as follows:

Household Size	1	2	3	4	5	6
80% AMI	\$91,400	\$104,450	\$117,500	\$130,550	\$141,000	\$151,450

Community Housing Development Organization [CHDO] Certification Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: _____

Recipient: _____

[Insert exact legal name of the organization]

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the President AND / OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 2 CFR Part 200 - [Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards](#), by providing for and incorporating the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federally-sponsored project;
 - b. Records which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest;
 - c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
 - d. Comparison of outlays with budget amounts for each award;
 - e. Written procedures to minimize the time elapsing between the receipt of funds and the issuance or redemption of checks for program purposes by the recipient;
 - f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of 2 CFR Part 200 - [Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards](#) and the terms and conditions of the award;
 - g. Accounting records, including cost-accounting records that are supported by source documentation.

NOTARY SEAL

Affiant: _____

Title: _____

Subscribed and sworn before me on the _____ day of _____, 20____, by _____,

on behalf of _____

Notary Public State of Massachusetts

My commission expires:

ATTACHMENT C:

Draft FFY24 (HM25) HOME Program CHDO Operating Funds Agreement

DO NOT FILL OUT THIS FORM.

Agreement will be circulated once a funding award has been made.

HOME Investment Partnerships Program Funding Agreement
(FFY2024 HOME Program Funds for CHDO Operating Expenses)

HM25-15B1 \$76,333.94

This AGREEMENT made this _____ day of _____, 2024 by and between (**Certified CHDO**) (hereinafter the "**SUBGRANTEE**"), located at (ADDRESS), a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts, and **THE CITY OF NEWTON**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as "**the CITY**", acting by and through its Director of Planning and Development or his/her designated staff, but without personal liability to him/her, or his/her staff.

WITNESSETH THAT:

WHEREAS, the CITY is authorized to distribute HOME Investment Partnerships Program funds ("HOME Program") (CFDA 14.239) to the SUBGRANTEE in accordance with the terms of the Mutual Cooperation Agreement (the "MCA") dated June 26, 2013, as amended, by and between the municipalities of the WestMetro HOME Consortium (hereinafter referred to as the "Consortium") and the CITY, as it may be amended, executed pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1991;

WHEREAS the CITY is the Representative Member of the Consortium under the provisions of the MCA;

WHEREAS, the SUBGRANTEE is a duly certified Community Housing Development Organization (CHDO), as defined by 24 CFR 92.2;

WHEREAS, member municipalities of the WestMetro HOME Consortium have voluntarily chosen to support certified CHDO(s) through a commitment of 5% of their total HOME allocation for CHDO operating expenses;

WHEREAS, member municipalities of the WestMetro HOME Consortium have voted to award **EIGHTY-TWO THOUSAND SIX-HUNDRED THIRTY DOLLARS AND TWENTY-FIVE CENTS** (\$82,630.25) WestMetro HOME Consortium's FFY23 HOME allocation to the SUBGRANTEE for operating costs.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as stated within the General Provisions and Attachments as follows:

**** GENERAL PROVISIONS ****

1. FEDERAL REGULATIONS

The provisions of 24 CFR Part 92, HOME Investment Partnerships Program, Final Rule published on September 16, 1996, and updated through December 22, 2004 (hereinafter "HOME Program regulations"), and all subsequent amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The SUBGRANTEE shall at all times comply with said HOME Program regulations, and with other related Federal and State statutes and regulations, Executive Orders, 2 CFR Part 200, and all subsequent revisions and amendments to the same. The SUBGRANTEE shall become thoroughly familiar with all of the foregoing requirements as applicable and shall ensure that its HOME-funded projects comply in all respects.

2. FUNDS FOR CHDO OPERATING EXPENSES

(a) The CITY agrees to provide the SUBGRANTEE HOME Program funds as stated and described within Attachment A: CHDO Operating Funds attached hereto and made a part hereof for the reasonable and necessary costs for the operation of a qualified CHDO as allowed under HOME Program Regulation 24 CFR 92.208 and subject to the requirements and limitations on the receipt of these funds by CHDOs as set forth in 24 CFR 92.300 (e) and (f), and subject to the SUBGRANTEE'S compliance with all terms and conditions as set forth within this Agreement.

(b) **Expenditures.** The SUBGRANTEE shall limit expenditures to eligible costs in accordance with HOME Program regulations 24 CFR 92.2 and 92.208 and as authorized in Attachment A and shall meet the principles and standards of cost allowability as set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards".

(c) **Request for Disbursement and Release of Funds for CHDO Operating Expenses.** As required by HOME Program regulation 24 CFR 92.504, the SUBGRANTEE shall not request disbursement of funds for CHDO operating expenses (hereinafter referred to as Operating Funds) pursuant to this Agreement until the funds are needed for payment of eligible costs. The CITY agrees to request release of Operating Funds from the Consortium as specified in Attachment A, in accordance with the procedures set forth in HOME Program regulation 24 CFR 92.500.

(d) **Reversion of Assets.** The SUBGRANTEE shall transfer to the Consortium's HOME Investment Trust Account any HOME Activity funds on hand at the time of expiration or termination of this Agreement.

3. EQUAL EMPLOYEMENT

The SUBGRANTEE shall comply with all applicable federal and state laws governing discrimination and equal opportunity. In particular, the SUBGRANTEE shall ensure compliance with HOME Program regulation and the following statutes and executive orders pertaining to Equal Opportunity: Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing); Civil Rights Act of 1964, Title VI (Nondiscrimination in Federally Assisted Programs); Age Discrimination Act of 1975; Rehabilitation Act of 1973, Section 504; Exec. Order 11246 (Equal Employment Opportunity); Housing and Urban Development Act of 1968, Section 3; Exec. Orders 11625 and 12432 (Minority Business Enterprise); Exec. Order 12138 (Women's Business Enterprise).

SUBGRANTEE agrees that there shall be no discrimination against any person who is employed in carrying out the Operating Activities, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, or any other discrimination prohibited by law, including but not limited to employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBGRANTEE further agrees to the following:

(a) It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the WestMetro HOME Consortium and HUD.

(b) It shall furnish West Metro HOME Consortium and HUD with information as they may require for the supervision of such compliance and will otherwise assist in the discharge of primary responsibility of securing compliance.

4. FINANCIAL RECORD-KEEPING REQUIREMENTS.

(a) **General.** The SUBGRANTEE shall have financial management systems conforming to 2 CFR Part 200, Subpart D, Post Award Requirements.

(b) The SUBGRANTEE shall at a minimum have a HOME Program funds cash receipts register and cash disbursements register. All HOME Program funds and transactions must be clearly identifiable. Copies of checks issued with HOME Program funds must be forwarded to the City of Newton as requested.

(c) The SUBGRANTEE shall maintain subsidiary records for each contract signed and shall, at minimum, include contract price, dates, amounts of payments and running balance.

(d) All HOME transactions must be supported by appropriate source documentation. This includes, but is not limited to, contracts, invoices, countersigned payrolls, time sheets, etc., evidencing the nature and propriety of each obligation and payment, and showing the approval of the authorized individual at the SUBGRANTEE.

(e) **Supplemental information.** The SUBGRANTEE agrees to provide such financial reports and additional source documentation and to comply with such reasonable additional financial control procedures as may be required by the signatories.

5. AUDIT AND MONITORING

(a) **General.** The SUBGRANTEE records shall be audited consistent with guidelines in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". The SUBGRANTEE shall be responsible for the cost of all audits performed on its records and operations pursuant to this section. At any time during normal business hours and as often as the CITY, the Consortium, HUD, and/or the Comptroller General of the United States may deem necessary, the SUBGRANTEE and/or its lower tier recipient shall make available all such records and documents as requested by said parties for audit and/or monitoring. The CITY, Consortium, HUD, and/or the Comptroller General may examine and make copies, excerpts or transcripts from such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment and all documents relating to all matters covered by this Agreement. The SUBGRANTEE shall cooperate with the CITY and said parties throughout these monitoring procedures, and shall implement such corrective action as requested by the CITY or said parties.

(b) **HUD Performance Reviews and Monitoring.** The SUBGRANTEE understands that HUD may conduct performance reviews and monitoring of the City of Newton and Consortium as provided in HOME Program regulations 24 CFR 92.550-.552 in order to examine expenditure and commitment rates and compliance with eligibility, income targeting, affordability, matching, and any other applicable requirements of the HOME Program. The SUBGRANTEE agrees to cooperate with HUD, the CITY and the Consortium in such reviews and monitoring and to undertake remedial action as may be required pursuant to HOME Program regulation 24 CFR 92.551, Corrective and Remedial Actions.

6. INDEMNIFICATION

The SUBGRANTEE shall indemnify, hold harmless and defend the CITY, its agents or employees, and the Consortium and its Members, their agents or employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys fees arising out of or resulting from the use of HOME Program funds disbursed pursuant to this Agreement, provided that any such claim, damage, loss or

expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any negligent act or omission of the SUBGRANTEE, anyone directly or indirectly employed by the SUBGRANTEE, or anyone for whose acts the SUBGRANTEE may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

7. CONFLICT OF INTEREST

(a) In accordance with HOME Program regulation 24 CFR 92.356, the procurement of property and services by the City of Newton and the SUBGRANTEE is governed by the conflict of interest provisions stated in 2 CFR 200.318. The SUBGRANTEE shall comply with all applicable federal and state conflict of interest rules and shall ensure compliance with the same by all lower tier recipients as defined in HOME Program regulation 24 CFR 92.2 or other persons designated to receive HOME Program funds pursuant to this Agreement.

(b) The conflict of interest provisions of this Section shall apply to the following: any person who is an employee, agent, consultant, officer, elected or appointed official of the City of Newton or of the SUBGRANTEE. No persons described in this paragraph who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME Program funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefits from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) Any exceptions to the conflict of interest provisions stated or cited herein must be approved by HUD in accordance with HOME Program regulation 24 CFR 92.356(d).

8. RECORDS

The SUBGRANTEE shall maintain all applicable records for its project(s) consistent with HOME Program regulation 24 CFR 92.508 Record-Keeping and 2 CFR 200.333-337 Record Retention. In addition, the SUBGRANTEE shall make available copies of all such records as may be requested by the CITY for administration of the Consortium for a period of seven (7) years

9. OBLIGATIONS OF THE CITY

No CITY funds are obligated under the terms of this Agreement. The CITY is obligated to the SUBGRANTEE only to the extent that funds are actually released from the HOME Consortium Investment Trust Fund pursuant to the Mutual Cooperation Agreement.

10. NOTICES

All notices, reports, and submissions must be sent by mail to the following addresses:

SUBGRANTEE: (NAME)
(ADDRESS)

City of Newton: Shaylyn Davis-Iannaco
Department of Planning and Development
City of Newton
1000 Commonwealth Ave.
Newton, MA 02459

11. DURATION

This Agreement, made as of the date first written above, shall be effective upon the date of signing by the CITY and the SUBGRANTEE and shall continue until the termination date of this Agreement in accordance with Attachment A, as amended, provided however that certain provisions of this Agreement as stated in Attachment A, section 2(b) shall survive such termination. The SUBGRANTEE'S Operating Funds' activities shall be undertaken and completed as specified by said Attachment A, as amended, in an expeditious manner so as to ensure completion consistent with the purposes of this Agreement and with HOME Program regulations.

12. TERMINATION

(a) **For cause.** The CITY shall have the right to terminate this Agreement if for any reason the SUBGRANTEE:

- i. fails to fulfill in a timely manner any matter with respect to the Operating Funds in accordance with the HOME Program regulations and the schedule outlined in Attachment A; or
- ii. causes or allows HOME Program funds to be expended in violation of HOME Program regulations; or
- iii. violates any provision of this Agreement and fails to cure the same as provided in Section 11(b); or
- iv. refuses to accept conditions and directives administered by the City of Newton as imposed by HUD.

(b) **Notice.** The CITY may exercise its right to terminate this Agreement by written notice to the SUBGRANTEE. In such case, the CITY shall issue the notice of termination not less than 15 days prior to the effective date of such termination as stated in the notice starting with the date that the notice is issued. The notice shall be delivered to the SUBGRANTEE by hand or by certified mail, returned receipt requested.

(c) **Cancellation.** In the event that SUBGRANTEE'S Operating Funds' activities are canceled for any reason, the SUBGRANTEE agrees to repay to the Consortium HOME Investment Trust Account all HOME Program funds released to the SUBGRANTEE within such time period specified by HUD or such reasonable time period as specified by the City of Newton.

13. REPAYMENT OF PROJECTS AND PENALTIES

(a) **General.** In the event the SUBGRANTEE, its agents, subsidiaries, or designees, fails to meet any HOME Program regulation or provision of this Agreement, and such failure continues after the opportunity to cure as stated in paragraph (b) of this provision, then the SUBGRANTEE shall repay to the Consortium HOME Investment Trust Account Project funds disbursed to the SUBGRANTEE pursuant to this Agreement in such amounts as may be determined by the City of Newton and the Consortium. The SUBGRANTEE shall also comply with Section 2 (d). Reversion of Assets.

(b) **Opportunity to cure.** In the event of a violation of any of the provisions of this Agreement, the CITY shall provide written notice of such violations to the SUBGRANTEE. The notice shall describe the remedial steps to be taken by the SUBGRANTEE and shall establish the deadline for full compliance. In the event that the SUBGRANTEE fails to cure all such violations in the manner and within the time period stated

in said notice, the CITY shall have the right to require repayment of all HOME Program funds disbursed to the SUBGRANTEE.

(c) **Legal Recourse.** In the event the SUBGRANTEE fails to cure a violation of any of the provisions of this Agreement, of a HOME Program regulation or any other applicable regulation and/or fails to cooperate with the CITY in any matter pertaining to repayment, the CITY reserves the right to take such steps as necessary in order to protect its ability to fulfill its obligations to HUD and to the Consortium, including but not limited to legal action.

(d) **Consortium Municipalities and CITY to be Held Harmless.** The SUBGRANTEE shall hold harmless and defend the City of Newton, the Consortium and its Members from and against all claims for repayment of HOME Program funds disbursed to the SUBGRANTEE pursuant to this Agreement, provided that such repayment is attributable to (i) the failure of the SUBGRANTEE, its agents, subsidiaries or designees to comply with applicable HUD regulations or (ii) any or the provisions of this Agreement or (iii) any other act or omission of the SUBGRANTEE, its agents, subsidiaries or designees. In the event that HUD assesses penalties against the City of Newton or Consortium on account of the SUBGRANTEE'S use of HOME Program funds pursuant to this Agreement, the SUBGRANTEE shall be required to reimburse the City of Newton or Consortium in full for the amount of the penalties assessed. The SUBGRANTEE'S liability shall be limited to the amount of funds disbursed pursuant to this Agreement together with any penalties assessed by HUD or the City of Newton on account of the SUBGRANTEE'S use of HOME Program funds disbursed and any costs incurred by the City of Newton in recovering sums owed pursuant to this paragraph, including but not limited to attorneys' fees.

14. AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended or otherwise modified by written amendment signed by the CITY and SUBGRANTEE. In the event that changes with respect to SUBGRANTEE'S activities become necessary, including but not limited to changes in funding, scope, or duration, the SUBGRANTEE shall notify the CITY in writing of any such desired changes and if the CITY agrees to such changes, they must be approved in writing by the CITY and incorporated into this Agreement as amendments.

15. ASSIGNABILITY

The SUBGRANTEE shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation.

16. OTHER PROVISIONS & PROJECT ATTACHMENTS

All other provisions are set forth within the following Attachments, which are hereby incorporated into this Agreement:

Attachment A, CHDO Operating Funds

Attachment B, Insurance

Attachment C, Certificate of Authority

Attachment D, State Tax Attestation

Attachment E, Section 3 Business Concern

Attachment F, Progress Report

Attachment G, CHDO Annual Operating Budget

Attachment H, FFY23 (HM24) CHDO Recertification

Attachment I, FFATA

By: _____

Comptroller of Accounts

Approved as to legal form and character

By: _____

Assistant City Solicitor

CONTRACT APPROVED

By: _____

Ruthanne Fuller

Mayor

Date

Attachment A: CHDO Operating Funds

1. Purpose and Description. The purpose of this funding is to provide financial assistance for the payment of the operating expenses of a qualified Community Housing Development Organization (CHDO) as allowed under HOME Program Regulation 24 CFR 92.208 and subject to the requirements and limitations of 24 CFR 92.300 (e) and (f). CHDO operating expenses are defined in §92.208 as reasonable and necessary costs for the operation of the CHDO. The following expenses have been approved for operating funds

allocated under this agreement, any budget changes must be approved as required under Section 8 of this Attachment A:

Salaries and other employee compensation

HOME Specific Trainings

Rent

General Administration (Capped at 10% of Contract Amount)

2. Terms and Conditions. Per HUD CPD Notice 96-09, the SUBGRANTEE agrees to comply with the following terms and conditions in order to receive funding for CHDO operating expenses:

- (a) The SUBGRANTEE must comply with the terms and conditions of this Agreement;
- (b) In accordance with 24 CFR 92.300 (e) if the SUBGRANTEE is not also receiving funds under 24 CFR 92.300 (a) for housing to be developed, sponsored, or owned by the SUBGRANTEE, the SUBGRANTEE must make a good faith attempt to execute a Funding Agreement for a CHDO Set-Aside eligible project with the CHDO service area within the member towns within 24 months of the date of this Agreement;
- (c) Upon execution of said Funding Agreement, the SUBGRANTEE must make every attempt to use the funds in compliance with HOME Program regulations 24 CFR Part 92 and in a timely manner; and
- (d) The SUBGRANTEE shall not receive more than \$50,000 or 50% of its annual budget under this Agreement in accordance with 24 CFR 92.300(f). The SUBGRANTEE must submit a proposed annual budget for the year as a pre-condition to receipt of funding under this Agreement to ensure the SUBGRANTEE is in full compliance with 24 CFR 92.300(f). Budget to be included as Attachment G of this agreement.

3. Amount of HOME CHDO Operating Funds. The City of Newton acting as Administrative Member of the West Metro HOME Consortium and the SUBGRANTEE agree to provide CHDO Operating Funds as described in this Attachment A as follows:

HOME CHDO Operating Funds = \$76,333.94

said amounts to be subject to the terms of this Agreement and attachments thereto.

4. Expenditures Budget. The SUBGRANTEE shall limit expenditures to the CHDO Operating Funds described above in Section 1. Purpose and Description and shall meet all the applicable standards referenced within the WestMetro Mutual Cooperation Agreement, including but not limited to eligibility and cost allowability requirements. All expenditures shall be in conformity with the following budget:

FFY24 (HM25-15B1) Metro West Collaborative Development CHDO Operating Funds

The funds provided under this agreement may not be utilized to pay for costs covered by other HOME funding agreements for administration or implementation of HOME funded projects where the CHDO is a subrecipient or contractor.

7. Maximum HOME Funds Available. Per 24 CFR Part 92.208, up to 5% of the participating jurisdiction's annual HOME allocation is available for the payment of CHDO operating expenses, as allocated by the WestMetro HOME Consortium, in accordance with the terms of the Mutual Cooperation Agreement, currently in effect.

8. Budget Changes. Any increase or decrease in the total CHDO Operating Funds, HOME funding, expenditure budget, or matching contribution shall require a formal amendment per General Provisions, Paragraph 14, Amendments to this Agreement. Multiple line item expenditure budgets only may be reallocated among expenditure categories without formal amendment subject, however to a written request and review procedure. In such case the SUBGRANTEE shall submit a written request to the CITY for approval sufficiently in advance to allow for a reasonable time for review. The CITY or its designee shall review such requests and may decline and/or approve such revision of line item amounts as are reasonable and meet the requirements of the HOME Program. Approved revisions shall be confirmed in writing by the CITY.

9. Effective Date. This Agreement is effective as of the date of July 1, 2024.

10. CHDO Operating Funding schedule. The SUBGRANTEE shall endeavor to complete the HOME CHDO Operating Funding consistent with the following target dates:

7/1/22 – Start date of funding

9/30/23 – Last date for services under this Agreement.

10/15/23 – Final date for receipt of FFY24 (HM25) funding requisition.

However, the CITY may approve extensions in conjunction with the CHDO Operating Funds when requested by the SUBGRANTEE.

11. Disbursement Procedure:

a. Invoice. The SUBGRANTEE shall prepare an invoice on its letterhead with the following information: invoice number, date, name of project, contract number, type and amount of expenditure, and authorized signature. Invoices must include backup documentation, as deemed acceptable by the City, to verify that the product/service has been received. For salary reimbursement signed timesheets with employee hours and compensation rate are required along with a copy of payroll verification

b. Progress Report The SUBGRANTEE must submit an updated progress report with each CHDO Operating Draw Request. Progress report to be in form of Attachment E.

12. Termination Date. This agreement shall terminate on September 30, 2020 unless amended consistent with General Provisions, Paragraph 13, Amendments to this Agreement, or unless terminated in accordance with the Provisions of Paragraph 11, Termination.

Attachment B: Insurance

At the time of execution of this Agreement, the SUBGRANTEE shall provide current Certificate(s) of Insurance evidencing the following insurance coverage, which shall be kept in force at all times during the performance of this Agreement, and if any of such policies are written on a "claims made" basis, for the period of the applicable statute of limitations:

Comprehensive General Liability: \$1,000,000 combined single limit. The City of Newton and the WestMetro HOME Consortium shall be named as additional insured parties on this Certificate.

Workers' Compensation: statutory limits

Attachment C - Part I

Certificate of Authority and Lists of Officers and Directors

Not-for-Profit Entities

At a duly authorized meeting of the Board of Directors of (Certified CHDO), (the "Corporation") (SUBGRANTEE) held on _____ * at which a quorum of the Directors were present or waived notice, it was voted that as Executive Director of the Corporation, is hereby authorized to execute contracts and bonds in the name and on behalf of the Corporation, and affix his/her Seal thereto and such execution of any contract or obligation in the name of as Executive Director shall be valid and binding upon the Corporation.

A TRUE COPY

ATTEST: _____

Signed Name

Printed Name and Title (Clerk/Secretary):

Address:

I hereby certify that I am the Clerk/Secretary of (Certified CHDO), (the "Corporation"), and that the person listed above is the duly elected on behalf of the Corporation, as stated above, and the above vote has not been amended or rescinded and remains in full force and effect as of the date which , Executive Director, authorized representative, named above, affixes his/her signature to the contract.

ATTEST: _____

(signature of Assistant Clerk/Secretary)

NAME: _____

(printed or typed name of Assistant Clerk/Secretary)

DATE: _____

*(insert date Certificate signed by Assistant Clerk/Secretary)***

* This date, date of vote, must be on or before the date of the contract and the date the corporate officer signs.

** This date must be on or after the date that the corporate officer signs the contract.

Attachment C - Part II

Certificate of Authority and Lists of Officers and Directors

List of Officers of the Board or Directors/Trustees:

NAME:

TITLE:

Attachment C - Part III

List of full Board of Directors

NAME:

Attachment D: Satisfaction of State Tax Requirements-Attest Form

Pursuant to Mass. G.L.C62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

***Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____

Date: _____

Corporate Officer
(Mandatory, if applicable)

*The provision in the Attestation relating to child support applies only when the Contractor is an individual.

**Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

***Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct

their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C, § 49A.



Attachment E, Section 3 Business Concern

CITY OF NEWTON, MASSACHUSETTS
Department of Planning and Development



Ruthanne Fuller, Mayor

SECTION 3 BUSINESS CONCERN CERTIFICATION

It is the policy of the City of Newton to utilize Section 3 residents and Section 3 businesses on projects that are partially or wholly funded with monies from the Department of Housing and Urban Development (HUD). Please complete the sections below for determination as a Section 3 Business Concern.

1. Business Information:

Company Name: _____

Street Address: _____

City, State, Zip: _____

Work Phone: _____

Email: _____

Business Website: _____

Describe the business's trade or services: _____

Contact Name: _____

2. Section 3 Status (check one category):

- A. Business claims Section 3 status as 51% or more of the company is owned and controlled by low-income persons.
- B. Business claims Section 3 status as over 75% of the total labor hours

**worked over the previous three-month period are performed by
Section 3 Workers.**

- C. Business claims Section 3 status as at least 51% is owned and controlled by current residents of public housing or Section 8-assisted housing.**

- D. Business does not qualify as a Section 3 Business Concern.**

3. Business Verification

For businesses that checked 2A, 2B or 2C, please provide documentation on the business structure and current standing.

Type of Business:

- Corporation/LLC – submit copy of Articles of Incorporation and Certificate of Good Standing
- Partnership/LLP – submit Partnership Agreement and Certificate of Good Standing
- Sole Proprietorship – submit Assumed Business Name Certificate/DBA
- Other- submit supporting documentation

4. Affidavit

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 Business Concerns and report false information to the City of Newton may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge. I agree to provide, upon request, additional documents verifying the information submitted to qualify as a Section 3 Business Concern.

Owner Signature

Date

Print Name and Title

Attachment F, Progress Report

Community Housing Development Organization (CHDO)

PROGRESS REPORT

CHDO ORGANIZATION NAME: _____

SUBMITTED BY: _____ **DATE SUBMITTED:** _____

Progress report for period beginning ___/___/___ and ending ___/___/___.

***AN UPDATED REPORT MUST BE SUBMITTED
WITH EACH CHDO OPERATING DRAW REQUEST.***

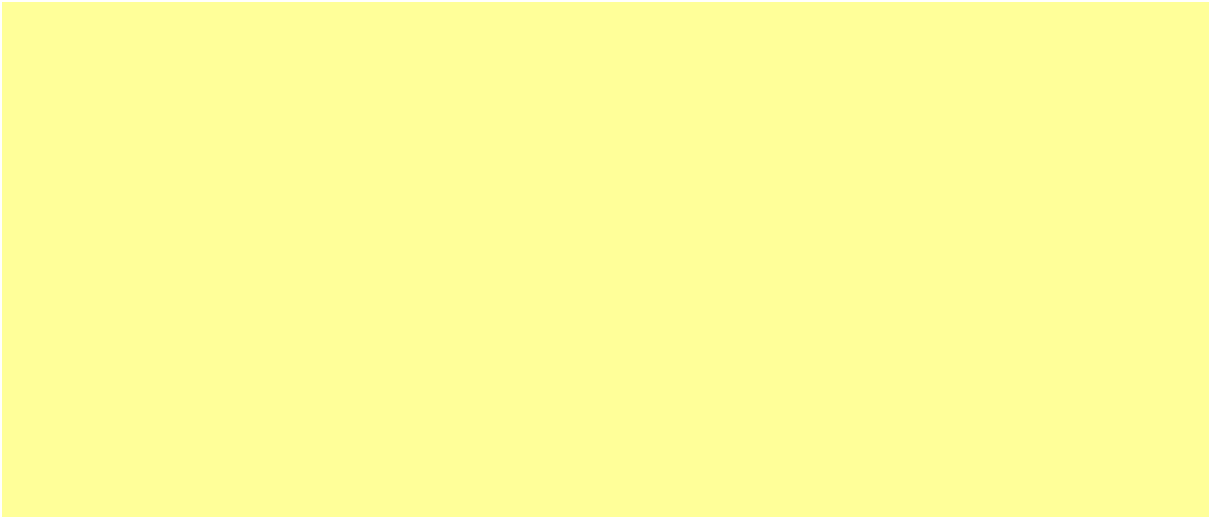
Please provide a detailed narrative of the following:

1. Provide an update on the status of all currently funded HOME projects.

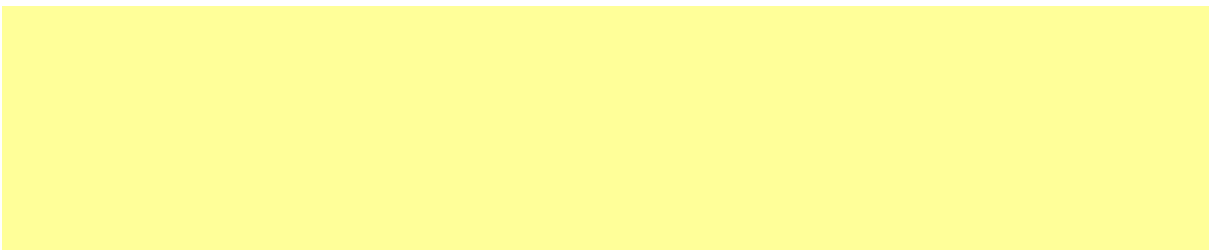
a.) Describe the current project status.



b.) Describe any challenges or special issues associated with the project(s).



c.) Discuss the status of any pipeline projects that are in pre-development for which you anticipate seeking HOME funding. Provide project timeline indicating when a funding request will be made.

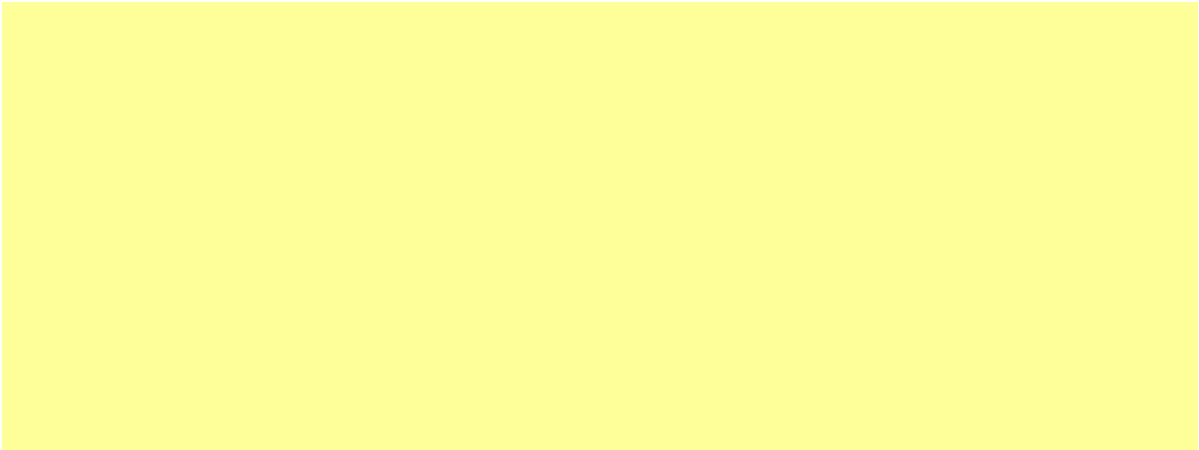


2. Describe any community involvement and/or participation with the intended beneficiaries of its projects (i.e. community meetings, etc.)

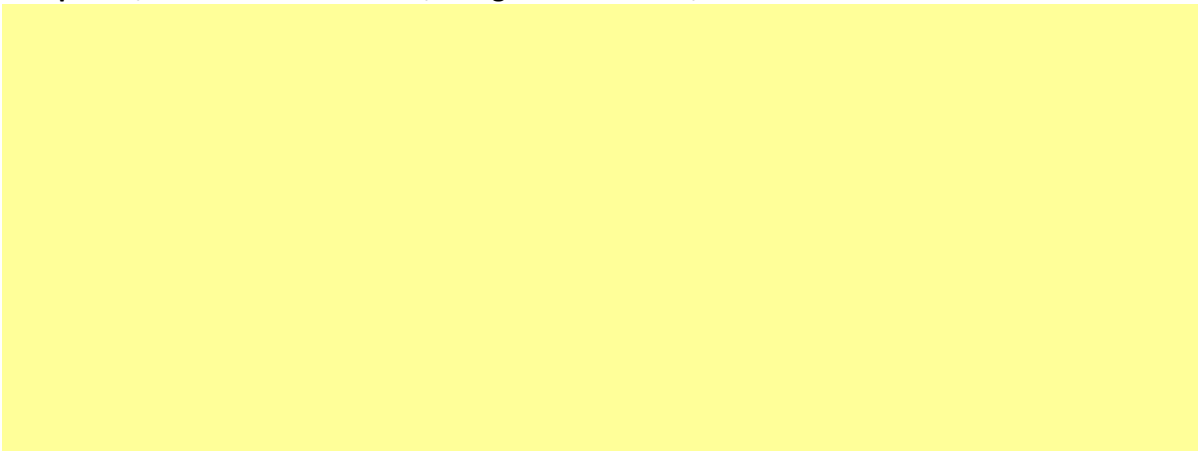




- 3. Explain the activities and involvement of the board of directors in the planning, development and implementation of the CHDO's projects.**



- 4. Describe the ongoing development of the CHDO's staff and board of directors; i.e., training completed, certifications achieved, recognition awarded, etc.**



Attachment G, Organizational Operating Budget

Attachment H, FFY24 (HM2) CHDO Recertification

WESTMETRO HOME CONSORTIUM

City of Newton, Representing Member
1000 Commonwealth Avenue
Newton, MA 02459-1449
(617) 796-1146

Bedford • Belmont • Brookline • Concord • Framingham • Lexington • Natick • Needham • Newton • Sudbury • Waltham • Watertown • Wayland

(DATE)

**HOME Investment Partnerships Program
Designation Notice: FFY24 (HM25) CHDO Status**

The WestMetro HOME Consortium hereby designates (Certified CHDO) as a Community Housing Development Organization (CHDO). (Certified CHDO) is recertified as meeting the CHDO criteria in Section 92.300 of the HOME Program final rule.

This designation is an expression of the Consortium’s intent to invest all or a portion of its 5% HOME set-aside for CHDO Operating Expenses and all or a portion of its 15% HOME set-aside for housing development activities in partnership with designated CHDOs, in accordance with the HOME Mutual Cooperation Agreement currently in effect.

Sincerely,

Shaylyn Davis-Iannaco

Housing Program Manager

Name of Designee: