

WestMetro HOME Consortium Request for Proposals (RFP)

Community Housing Development Organizations ("CHDOs")

FFY19 (HM20) HOME Program CHDO Operating Funds

Deadline for Submission of Proposals

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

Tuesday, October 22, 2019 at 5:00 PM.

Electronic versions are preferred

Contact Information

Eamon Bencivengo, Housing Development Planner
Phone: 617.796.1145 email: ebencivengo@newtonma.gov

mailing address:

WestMetro HOME Consortium
c/o Newton Planning & Development Department
City of Newton
1000 Commonwealth Avenue
Newton, MA 02459

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I. Introduction

The WestMetro HOME Consortium (“Consortium”), through the City of Newton (“Representative Member”) has available **\$71,562.30** in FFY19 (HM20) 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 at:

http://www.newtonma.gov/gov/planning/hcd/westmetro_home_consortium/default.asp

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

II. RFP Schedule

All meetings will be held in Newton City Hall, 1000 Commonwealth Avenue, Newton, MA

September 24, 2019	RFP Issued – emailed to Consortium Members and available online
October 22, 2019	5:00 p.m. - Deadline for all proposals*
Week of Oct. 22, 2019- Oct. 30, 2019	Project Review Committee (PRC) to meet to review proposals
November 7, 2019	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 Tuesday, October 22, 2019. Electronic versions are preferred, but an unbound paper copy will also be accepted. Applications should be submitted to the following:

Eamon Bencivengo, Housing Development Planner
Phone: 617.796.1145 email: ebencivengo@newtonma.gov
WestMetro HOME Consortium
c/o Newton Planning and Development Department
1000 Commonwealth Avenue
Newton, MA 02459

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 WEST Metro 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 50% of the organization's operating budget or \$50,000, whichever is greater, 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 (Re)Certification Form

WestMetro HOME Consortium CHDO Recertification Application

Organization Name & Address:

Contact: _____ **Title:** _____
Telephone: _____ **Fax:** _____ **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.

I. CHDO Status (check one)

- A. The organization no longer wants to be a certified CHDO. Skip remainder of this form and return to Rachel Powers, West Metro HOME Consortium Manager, City of Newton, Planning and Development Department.
- B. The organization wishes to remain active as a certified CHDO. Please fill out the remainder of this form.

II. 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 <u><i>the provision of decent housing that is affordable to low- and moderate-income persons</i></u> , 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 Principles, 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 mail the requested information to:

**City of Newton, Planning and Development Dept.
WestMetro HOME Consortium
1000 Commonwealth Avenue
Newton MA 02459**

For further information, contact Rachel Powers (617) 796-1125

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.

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 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:

Income Level	Household Size				
	1	2	3	4	5
80% AMI	\$62,450	\$71,400	\$80,300	\$89,200	\$96,350

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 B

Draft Sample Contract

HOME Investment Partnerships Program Funding Agreement
(FFY2019 HOME Program Funds for CHDO Operating Expenses)

This AGREEMENT made as of _____, 2019 by and between _____ (hereinafter the “GRANTEE”), located at, a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts, and the City of Newton organized and existing under the laws of the Commonwealth of Massachusetts and acting in its capacity as the Representative Member of the West Metro HOME Consortium hereinafter referred to as “the Representative Member,” acting by and through the Director of Community Development and Planning, City of Newton or his/her designated staff, but without personal liability to his/her, or his/her staff, hereinafter referred to as “the Director”

WITNESSETH THAT:

WHEREAS, the City of Newton is authorized to distribute HOME Investment Partnerships Program funds (“HOME Program”) to the GRANTEE 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 signatories, as it may be amended, executed pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1991;

WHEREAS, the GRANTEE 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 \$ (or percentage of set-aside funds) _____ WestMetro HOME Consortium’s FFY19 HOME allocation to the Grantee 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 GRANTEE 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 GRANTEE 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 of Newton agrees to provide the GRANTEE 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 GRANTEE'S compliance with all terms and conditions as set forth within this Agreement.
- (b) **Expenditures.** The GRANTEE 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 Principles, 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 GRANTEE 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 of Newton 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 GRANTEE 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 GRANTEE shall comply with all applicable federal and state laws governing discrimination and equal opportunity. In particular, the grantee 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).

GRANTEE 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. GRANTEE 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 GRANTEE shall have financial management systems conforming to 2 CFR Part 200, Subpart D, Post Award Requirements.
- (b) The GRANTEE 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 GRANTEE 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 GRANTEE.
- (e) **Supplemental information.** The GRANTEE 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 GRANTEE records shall be audited consistent with guidelines in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".. The GRANTEE 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 of Newton, Consortium, HUD, and/or the Comptroller General of the United States may deem necessary, the GRANTEE 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 of Newton, 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 GRANTEE

shall cooperate with the SIGNATORIES throughout these monitoring procedures, and shall implement such corrective action as requested by the signatories.

- (b) **HUD Performance Reviews and Monitoring.** The GRANTEE 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 GRANTEE agrees to cooperate with HUD, the City of Newton 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 GRANTEE shall indemnify, hold harmless and defend the signatories, 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 GRANTEE, anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts the GRANTEE 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 GRANTEE is governed by the conflict of interest provisions stated in 2 CFR 200.318. The GRANTEE 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 GRANTEE. 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 GRANTEE 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 GRANTEE shall make available copies of all such records as may be requested by the signatories for administration of the Consortium.

9. OBLIGATIONS OF THE TOWN

No City of Newton funds are obligated under the terms of this Agreement. The City of Newton is obligated to the GRANTEE 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:

GRANTEE:

City of Newton: Department of Community Development & Planning
 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 of Newton and the GRANTEE 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 GRANTEE’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 of Newton shall have the right to terminate this Agreement if for any reason the GRANTEE:

- 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 of Newton may exercise its right to terminate this Agreement by written notice to the GRANTEE. In such case, the City of Newton 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 GRANTEE by hand or by certified mail, returned receipt requested.
- (c) **Cancellation.** In the event that GRANTEE'S Operating Funds' activities are canceled for any reason, the GRANTEE agrees to repay to the Consortium HOME Investment Trust Account all HOME Program funds released to the GRANTEE 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 GRANTEE, 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 GRANTEE shall repay to the Consortium HOME Investment Trust Account Project funds disbursed to the GRANTEE pursuant to this Agreement in such amounts as may be determined by the City of Newton and the Consortium. The GRANTEE 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 of Newton shall provide written notice of such violations to the GRANTEE. The notice shall describe the remedial steps to be taken by the GRANTEE and shall establish the deadline for full compliance. In the event that the GRANTEE fails to cure all such violations in the manner and within the time period stated in said notice, the City of Newton shall have the right to require repayment of all HOME Program funds disbursed to the GRANTEE.
- (c) **Legal Recourse.** In the event the GRANTEE 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 of Newton in any

matter pertaining to repayment, the City of Newton 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 SIGNATORIES to be Held Harmless.** The GRANTEE 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 GRANTEE pursuant to this Agreement, provided that such repayment is attributable to (i) the failure of the GRANTEE, 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 GRANTEE, its agents, subsidiaries or designees. In the event that HUD assesses penalties against the City of Newton or Consortium on account of the GRANTEE'S use of HOME Program funds pursuant to this Agreement, the GRANTEE shall be required to reimburse the SIGNATORIES in full for the amount of the penalties assessed. The GRANTEE'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 GRANTEE'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 of Newton and GRANTEE. In the event that changes with respect to GRANTEE'S activities become necessary, including but not limited to changes in funding, scope, or duration, the GRANTEE shall notify the City of Newton in writing of any such desired changes and if the City of Newton agrees to such changes, they must be approved in writing by the City of Newton and incorporated into this Agreement as amendments.

15. ASSIGNABILITY

The GRANTEE 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

*****SIGNATORIES*****

IN WITNESS WHEREOF the parties have executed this AGREEMENT in triplicate as of the date first written above effective upon the date executed by the City of Newton.

(GRANTEE)

By: _____, Executive Director _____ Date

City of Newton acting as the Administrative Member for the WestMetro HOME Consortium:

Reviewed and Authorized

By: _____
Barney Heath
Director of Planning & Development

I certify funds are available for project # HM20-00A within Acct. # 00R00000 in the amount of \$_____ for this Agreement.

By: _____
Comptroller of Accounts

Approved as to legal form and character

By: _____
Marie Lawlor
Assistant City Solicitor

CONTRACT APPROVED

By: _____ Date
Ruthanne Fuller
Mayor

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. Such costs include salaries, wages and other employee compensation and benefits; employee education, training and travel; rent; utilities; communication costs; taxes; insurance and equipment, materials and supplies.

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

- (a) The GRANTEE must comply with the terms and conditions of this Agreement;
- (b) In accordance with 24 CFR 92.300 (e) if the GRANTEE is not also receiving funds under 24 CFR 92.300 (a) for housing to be developed, sponsored, or owned by the GRANTEE, the GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE must submit a proposed annual budget for the year as a pre-condition to receipt of funding under this Agreement to ensure the GRANTEE is in full compliance with 24 CFR 92.300(f).

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

HOME CHDO Operating Funds = \$ _____

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

4. Expenditures Budget. The GRANTEE 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:

FFY19 (HM19) HM20-000 CHDO Operating Funding Pool

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 GRANTEE shall submit a written request to the City of Newton for approval sufficiently in advance to allow for a reasonable time for review. The City of Newton 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 of Newton.

9. Effective Date. This Agreement is effective as of the date of July 1, 2019

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

6/30/20	– Last date for services under this Agreement.
7/15/20	– Final date for receipt of FFY19 (HM20) funding requisition.

11. Disbursement Procedure:

- a. Invoice.** The GRANTEE 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.
- b. Progress Report** The GRANTEE 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 June 30, 2019 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 GRANTEE 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 SIGNATORIES and the Consortium shall be named as additional insured parties on this Certificate.

Workers' Compensation: statutory limits

DRAFT

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

A TRUE COPY

ATTEST: _____

Address: _____

(name clerk/secretary)

I hereby certify that I am the clerk/secretary of _____. and that the person listed above is the duly elected to act on behalf of _____. 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 _____ authorized representative, named above, affixes his/her signature to the contract.

(clerk) Corporate Seal

date

Attachment C - Part II

Certificate of Authority and Lists of Officers and Directors

List of Officers of the Board or Directors/Trustees:

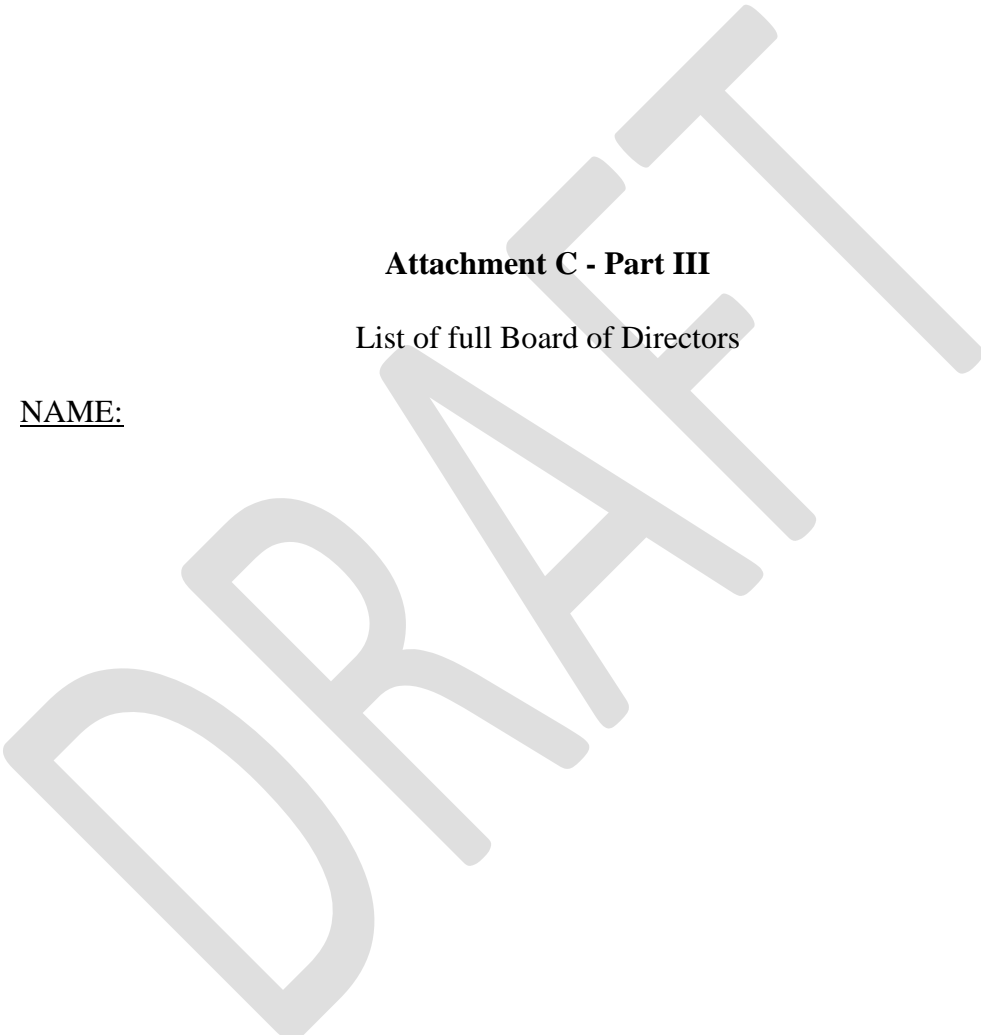
NAME:

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)
Number

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

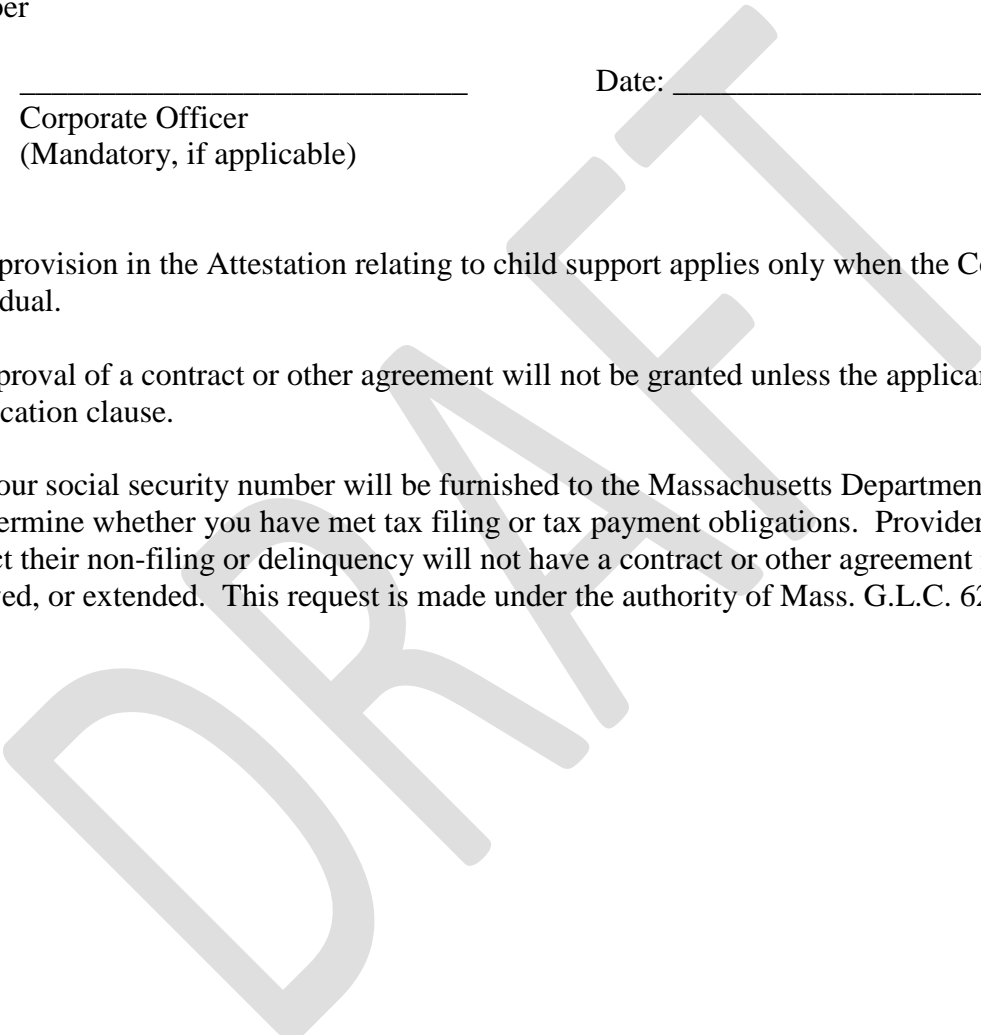
By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

*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 status as a Section 3 resident-owned enterprise whereby 51% or more of the company is owned by Section 3 Residents.
Choose one of the following options as evidence of status for each owner:
B. Business claims Section 3 status by subcontracting 25 percent of the dollar award to qualified Section 3 Business Concerns:
C. Business claims Section 3 status as at least 30 percent of its permanent, full-time employees are currently Section 3 residents or were Section 3 eligible residents

within 3 years of the date of first employment with the business:

Attach the following applicable documents as evidence of status:

- List of all employees, include length of employment
- List all employees claiming Section 3 Resident status
- Section 3 Resident Certifications for employees claiming Section 3 Resident status

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 certify that the above statements are true, complete, and correct to the best of my knowledge and belief. 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

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.)

[Redacted area]

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

[Redacted area]

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

[Redacted area]

