

**MULTI-FAMILY HOUSING TRANSFER AND PREPAYMENT (MFHTP)**  
**ACQUISITION TECHNICAL ASSISTANCE GRANT AGREEMENT**

This agreement dated \_\_\_\_\_ is between the  
Grantee, organized and operated under \_\_\_\_\_, and the  
(Authorizing State Statute)

United States of America acting through the Rural Housing Service (RHS). RHS agrees to grant a sum not to exceed **\$250,000.00**, subject to the terms and conditions of this agreement; provided, however, that the grant funds actually advanced and not needed for grant purposes shall be returned immediately to RHS.

Grantee has agreed to provide technical assistance, including financial and legal assistance to the multi-family housing borrower(s) to complete the acquisition by eligible RD applicants of the project(s) financed by the Grantor in order to extend the availability to house rural residents. These properties are more specifically described in Exhibit A.

Grantee wishes to obtain grant funds to assist the current MFH borrower complete such acquisition of property in accordance with Section 502(c) (5)( C) (i) of the Housing Act of 1949, as amended, and 7 CFR 3560.659(h) and as appropriated by Section 771 of the Consolidated Appropriations Act, 2017 (H.R.244) by providing technical assistance, including financial and legal services, to RHS multi-family housing borrowers to facilitate the acquisition of RHS multi-family housing properties in areas where the Secretary determines a risk of loss of affordable housing

Grantor has agreed to grant the Grantee a sum not to exceed \$250,000.00 subject to the terms and conditions established in this Agreement. Provided, however; that any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in parts, at any time, if it is determined that the Grantee has failed to comply with the conditions of the grant or 7 CFR parts 3015, 3016, and 3019, as applicable.

NOW, THEREFORE, in consideration of this grant, to be made pursuant to Section 771 of the Consolidated Appropriations Act, 2017 (H.R.244) to cover any direct costs for such technical assistance costs incurred by the Grantee.. Such costs may include, among other things, written estimates for legal, financial, architectural, engineering fees, and closing costs actually paid to consummate the transfer.

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I. GRANTEE AGREES THAT GRANTEE WILL:

- A. Assist the RHS borrower to complete the transfer of said project in accordance with the Grantor's regulations. If said property is not closed within term of this agreement, the money shall be returned by Grantee to Grantor.
- B. Contract, manage, operate, and assist the project continuously in an efficient and economic manner.
- C. Make services of said project available to all eligible rural residents in compliance with Executive Order 12898, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.
- D. Provide Grantor with such periodic reports as it may require in accordance with 7 CFR 3015 and 3016, and permit periodic inspections of its operations by a representative of the Grantor.
- E. To execute the following:
  - Form Rural Development 400-1, "U.S. Department of Agriculture Equal Opportunity Agreement,"
  - Form Rural Development 400-4, "Assurance Agreement," and
  - To execute any other agreements required by the Grantor which the Grantee is legally authorized to execute.
- F. Upon any violation of Grantee's agreements set forth in this instrument, Grantor may seek enforcement of the Grant pursuant to 7 CFR parts 3015, subparts N, 7 CFR 3016.43 and 7 CFR 3019.62, as applicable, as may be deemed necessary by the Grantor to assure compliance with the provisions of this grant Agreement and the laws and regulations under which this grant is made.
- G. Return immediately to the Grantor, as required, by the regulations of the Grantor, any grant funds advanced and not needed by the Grantee for approved purposes.
- H. Provide Financial Management Systems, as more specifically provided in 7 CFR parts 3015.61, 3016.20 and 3019.21, which will include:
  - Accurate, current and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
  - Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
  - Effective control over and accountability for all funds. Grantee shall adequately safeguard all such funds and shall assure that they are used solely for authorized purposes.
  - Accounting records supported by source documentation.
- I. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after grant closing except that the records shall be retained beyond the 3-year period if audit findings have not been resolved. Microfilm copies or other electronic media (i.e., Compact Disks) may be substituted in lieu of original

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records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts.

J. Provide an audit report pursuant to 7 CFR parts 3016.26, 3019.26 and 3052, as applicable, prepared in sufficient detail to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

K. Account for and return to the Grantor interest earned on grant funds pending their disbursements for program purposes when the Grantee is a unit of local Government. States and agencies or instrumentalities of States shall not be held accountable for interest earned on grant funds pending their disbursement.

L. Except as specifically provided in this Agreement, comply with the applicable provisions of USDA's general grant regulations set out in 7 CFR 3015, 3016, 3019, and 3052, as applicable.

M. Comply with the requirements of 7 CFR part 3021, relating to drug-free workplace requirements, and 7 CFR part 3018 relating to restrictions on lobbying.

## II. GRANTOR AGREES THAT IT WILL:

A. Make available to Grantee for the purpose of this Agreement not to exceed \$250,000.00, which it will advance to the Grantee in accordance with the actual needs of the Grantee as determined by the Grantor.

B. At its sole discretion and at any time may give consent to defer, release, satisfy, or terminate any or all of the Grantee's grant obligations, with or without available consideration, upon such terms and conditions as the Grantor may determine to be (1) advisable to further the purpose of the grant or to protect the Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

## III TERMS OF AGREEMENT

RHS and the grantee agree that:

1. All grant activities shall be limited to those authorized by this grant agreement and Section 771 of the Consolidated Appropriations Act, 2017 (Pub. L. 115-31).  
This agreement shall be effective when executed by both parties.
2. The grantee shall carry out the MFHTP -TA grant activities and processes as described in the approved statement of work which is attached to, and made a part of, this grant agreement. Grantee will be bound by the activities and processes contained in the statement of work and the further conditions contained in this grant agreement. If the statement of work is inconsistent with this grant agreement, then the latter will govern. A change of any activities and processes must be in writing and must be signed by the approval official.
3. The grantee shall use grant funds only for the purposes and activities approved by RHS in the MFHTP -TA grant budget. Any uses not provided for in the approved

budget must be approved in writing by RHS in advance.

4. Expenses charged for travel or per diem will not exceed the rates paid to Federal employees or (if lower) an amount authorized by the grantee for similar purposes.
5. Grant funds will not be used:
  - (a) To pay obligations incurred before the beginning date or after the ending date of this agreement;
  - (b) For any entertainment purposes;
  - (c) To pay for any capital assets, the purchase of real estate or vehicles, the improvement or renovation of the grantee's office space, or for the repair or maintenance of privately owned vehicles;
  - (d) For any other purpose prohibited in 7 CFR 3015, 3016 and 3019, as applicable;
6. The dispersal of grants will be governed as follows:
  - (a) In accordance with Treasury Circular 1075 (fourth revision) part 205, chapter II of title 31 of the Code of Federal Regulations, grant funds will be provided by RHS as cash advances on an as needed basis not to exceed one advance every 30 days. The advance will be made by direct Treasury check to the grantee. In addition, the grantee must submit Standard Form (SF) 425, "Federal Financial Report," each time an advance of funds is made. This report shall be used by RHS to monitor cash advances made to the grantee. The financial management system of the recipient organization shall provide for effective control over and accountability for all Federal funds as stated in 7 CFR parts 3015, 3016, and 3019.
  - (b) Cash advances to the grantee shall be limited to the minimum amounts needed and shall be timed to be in accord only with the actual, immediate cash requirements of the grantee in carrying out the purpose of the planned project. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursements by the grantee for direct program costs (as identified in the grantee's statement of work and budget and fund use plan) and proportionate share of any allowable indirect costs.
  - (c) Grant funds should be promptly refunded to the RHS and redrawn when needed if the funds are erroneously drawn in excess of immediate disbursement needs. The only exceptions to the requirement for prompt refunding are when the funds involved:
  - (d) Grantee shall provide satisfactory evidence to RHS that all officers of the grantee's organization authorized to receive or disburse Federal funds are covered by fidelity bonds in an amount not to exceed the grant amount to protect RHS's interests.
7. The grantee will submit performance, financial, and annual reports as indicated in 7 CFR parts 3015, 3016, and 3019, as applicable, to the appropriate RHS office.

These reports must be reconciled to the grantee's accounting records.

- (a) As needed, but not more frequently than once every 30 calendar days, submit an original and two copies of SF-270, "Request for Advance or Reimbursement." In addition, the grantee must submit a SF-425, each time an advance of funds is made. This report shall be used by RHS to monitor cash advances made to the grantee.
  - (b) Within 90 days after the termination or expiration of the grant agreement, an original and two copies of SF-425, and a final performance report which will include a summary of the project's accomplishments, problems, and planned future activities of the grantee under MFHTP -TA grants.
8. The results of the program assisted by grant funds may be published by the grantee without prior review by RHS, provided that such publications acknowledge the support provided by funds pursuant to the provisions Section 771 of the Consolidated Appropriations Act, 2017 (Pub. L. 115-31), and that five copies of each such publications are furnished electronically to RHS.
9. The grantee certifies that no person or organization has been employed or retained to solicit or secure this grant for a commission, percentage, brokerage, or contingency fee.
10. The grantee accepts responsibility for accomplishing the MFHTP -TA grant program as submitted and included in its preapplication and application, including its statement of work. The grantee shall also:
- (a) Endeavor to coordinate and provide liaison with State and local housing organizations, where they exist.
  - (b) Provide continuing information to RHS on the status of grantee's MFHTP -TA grant programs, projects, related activities, and problems.
  - (c) Inform RHS as soon as the following types of conditions become known:
    - (i) Problems, delays, or adverse conditions which materially affect the ability to attain program objectives, prevent the meeting of time schedules or goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated, new time schedules required and any RHS assistance needed to resolve the situation.
    - (ii) Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
11. The grant closeout and termination procedures will be as follows:

(a) Promptly after the date of completion or a decision to terminate a grant, grant closeout actions are to be taken to allow the orderly discontinuation of grantee activity.

(i) The grantee shall immediately refund to RHS any uncommitted balance of grant funds.

(ii) The grantee will furnish to RHS within 90 calendar days after the date of completion of the grant, SF-425 and all financial, performance, and other reports required as a condition of the grant, including a final audit report, as required by 7 CFR part 3015, 3016, and 3019, applicable.

(iii) The grantee shall account for any property acquired with MFHTP - TA grant funds or otherwise received from RHS.

(iv) After the grant closeout, RHS will recover any disallowed costs which may be discovered as a result of an audit.

(b) When there is reasonable evidence that the grantee has failed to comply with the terms of this grant agreement, the Administrator (or his or her designee) can, on reasonable notice, suspend the grant pending corrective action or terminate the grant. In such instances, RHS may reimburse the grantee for eligible costs incurred prior to the effective date of the suspension or termination and may allow all necessary and proper costs which the grantee could not reasonably avoid. RHS will withhold further advances and grantees are prohibited from further use of grant funds, pending corrective action.

#### IV. TERMINATION OF THIS GRANT AGREEMENT:

(i) Termination for cause. This grant may be terminated in whole, or in part, at any time before the date of completion, whenever RHS determines that the grantee has failed to comply with the terms of this agreement. The reasons for termination may include, but are not limited to, such problems as:

(A) Failure to make reasonable and satisfactory progress in attaining grant objectives.

(B) Failure of grantee to use grant funds only for authorized purposes.

(C) Failure of grantee to submit adequate and timely reports of its operation.

(D) Violation of any of the provisions of any laws administered by RHS or any regulation issued thereunder.

(E) Failure to maintain an accounting system acceptable to RHS.

(ii) Termination for convenience. RHS or the grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.

Extension of this grant agreement, modifications of the statement of work, or changes in the grantee's budget may be approved by RHS provided, in RHS's opinion, the extension or modification is justified and there is a likelihood that the grantee can accomplish the goals set out and approved in the statement of work during the period of the extension and/or modifications.

IN WITNESS WHEREOF: Grantee on the date first above written has caused this Agreement to be executed:

ATTEST:

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BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

Title

UNITED STATES OF AMERICA  
RURAL HOUSING SERVICE  
RURAL DEVELOPMENT

BY: \_\_\_\_\_

Title \_\_\_\_\_