

Attachment A: Partner Documentation

City of Minot, North Dakota

AttachmentA_PartnerDocumentation.pdf





October 3, 2015

City of Minot
515 2nd Ave SW
PO Box 5006
Minot, ND 58702-5006

RE: Intent to Participate

This letter is to confirm the mutual intent of both the City of Minot (City) and Beyond Shelter, Inc. (BSI) to collaborate and enter into a partnership agreement or other agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the City of Minot's CDBG-NDR application.

BSI is a North Dakota nonprofit corporation that was incorporated in the State of North Dakota on May 27, 1999. The corporation was organized exclusively for charitable and educational purposes and especially to promote and provide affordable housing and housing services and community development. BSI and the BSI Team have expertise in developing residential rental apartment buildings, including structuring, coordinating and overseeing all aspects of the construction, debt and equity financing, including equity syndication involving LIHTC, leasing, and all other aspects of such development. BSI is a Community Housing Development Organization (CHDO) and has a 6-member board of directors.

Since its inception BSI has closed on the financing of 33 projects producing 878 units of affordable residential rental housing. BSI has been able to share its experience and talent by serving as developer/co-developer for projects in Fargo, West Fargo, Minot, and Dickinson, ND, Aberdeen, SD, and Moorhead, MN.

BSI will work with the City and the Minot Housing Authority (MHA), using funding from the CDBG-NDR competition and other affordable housing resources, to develop additional affordable housing in Minot and Ward County for seniors, families, and special needs populations. BSI will collaborate with the City and the MHA to facilitate the development of

affordable housing by providing BSI's expertise in planning, financing, and development of affordable housing and BSI will work to complete the proposed affordable housing developments within the time frame specified for CDBG-NDR activities.

It is understood that this letter is only an expression of our intent and a binding partnership agreement or other agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Please feel free to contact me at 701-551-0488 with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel P. Madler", is written over the word "Sincerely,".

Daniel P. Madler
Chief Executive Officer

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN the City of Minot
AND
Beyond Shelter, Inc.
FOR

Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this 20th day of October, 2015 by and between the City of Minot (herein called the "Applicant") and Beyond Shelter, Inc. (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1 *Beyond Shelter, Inc. will work with the City of Minot and the Minot Housing Authority, using funding from the NDRC competition and other affordable housing resources, to develop additional affordable housing in Minot and Ward*

County for seniors, families, and special needs populations. Beyond Shelter, Inc. will collaborate with Minot Housing Authority to facilitate the development of affordable housing by providing their expertise in planning, financing, and development of affordable housing.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Beyond Shelter, Inc. will work with the City of Minot and Minot Housing Authority to complete the proposed affordable housing developments within the time frame specified for CDBG-NDR activities.

C. Staffing

N/A

III. BUDGET

Beyond Shelter, Inc. will earn development fees as a result of developing these affordable housing units. These fees will be finalized once the HUD NDRC grant award is made.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

III. SPECIAL CONDITIONS

N/A

IV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

V. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VI. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 20, 2015

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Minot

Beyond Shelter, Inc.

By [Signature]

By [Signature]

Title _____

Title Daniel P. Madler, Chief Executive Officer

Attest [Signature]
ASSISTANT CITY CLERK

Countersigned: [Signature]
FINANCE OFFICER

By [Signature]
Title [Signature]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # 45-6002126

[Signature]
CITY ATTORNEY OR LEGAL COUNSEL

AFFIRMATIVE ACTION APPROVAL

N/A
CONTRACT COMPLIANCE SUPERVISOR