

Agreement for the AHFC Frontier Housing Development Project in Kotzebue

This Agreement is entered into this ___ day of ___, 2024, by and between the City of Kotzebue (hereinafter referred to as "the City"), Kikiktagruk Inupiat Corporation (hereinafter referred to as "KIC"), and the Alaska Housing Finance Corporation (hereinafter referred to as "AHFC").

The purpose of this Agreement is to outline the roles, responsibilities, and commitments of each party as they work collaboratively to execute the Frontier Housing Development Project ("the Project"), providing essential housing solutions for residents of Kotzebue.

1. Scope of Agreement

- The parties agree to cooperate fully in executing the Project, with the primary objective of KIC's designing, constructing, and delivering housing for residents in Kotzebue.
- Each party acknowledges and agrees to fulfill its designated role as outlined below to ensure the successful completion of the Project in a timely and efficient manner.

2. Roles and Responsibilities

City of Kotzebue

- **Administrative Support:** The City shall provide administrative support, ensuring compliance with grant requirements and assisting KIC in the reporting processes.
- **Quarterly Reporting:** The City shall receive and review copies of quarterly reports from KIC detailing progress, costs, and any adjustments to the Project plan. Original reports will be forwarded to the appropriate authorities per grant requirements.
- **Compliance Assistance:** The City may provide support in regulatory compliance matters if requested by KIC, but the City will have no direct or indirect involvement in the design, construction, or management of Project finances.

Kikiktagruk Inupiat Corporation (KIC)

- **Project Design and Construction:** KIC shall be solely responsible for the design, engineering, and construction of housing units as outlined in the Project specifications.
- **Reporting Obligations:** KIC shall submit detailed quarterly reports to AHFC and the City, including progress updates, cost breakdowns, and any challenges or changes in scope.
- **Adherence to Standards:** KIC shall ensure that all construction complies with relevant housing codes, regulations, and quality standards to provide safe and adequate housing for residents.

Alaska Housing Finance Corporation (AHFC)

- **Grant Administration and Oversight:** AHFC, as the grantor agency, shall oversee the funding for the Project and ensure that grant funds are utilized appropriately.

- **Funding Distribution:** AHFC agrees to provide funding directly to KIC upfront to cover Project costs, with subsequent fund distributions contingent upon the review of KIC’s quarterly reports.
- **Quarterly Financial Review:** AHFC shall coordinate with the City to maintain transparency regarding all financial aspects of the Project and work closely with KIC to monitor expenses and adherence to budgetary constraints.

3. Reporting and Communication Protocols

- **Quarterly Reports:** KIC shall submit quarterly reports to AHFC and the City, detailing:
 - Project milestones and timeline updates.
 - Detailed financial expenditures with supporting documentation.
 - Variances from the initial Project plan or budget.
 - Challenges encountered and strategies for resolution.
- **Regular Check-Ins:** Representatives from each party shall participate in scheduled meetings, either in person or virtually, to review progress, address concerns, and ensure alignment with Project objectives.
- **Dispute Resolution:** In the event of any disputes, the parties agree to engage in mediation before seeking formal legal remedies.

4. Funding and Financial Obligations

- **Upfront Funding:** AHFC agrees to provide upfront funding to KIC to facilitate the initiation and continued progress of Project activities.
- **Quarterly Reconciliation:** Upon receiving quarterly reports from KIC, AHFC will review expenditures and approve further fund distributions as needed. The City shall be informed of all financial approvals and fund distributions for administrative records.
- **Use of Funds:** All funds provided by AHFC must be used strictly for Project-related expenses. Any unspent or misused funds by KIC are subject to review and possible reallocation per AHFC’s discretion.

5. Compliance and Regulatory Obligations

- **Compliance with Laws:** All parties agree to comply with applicable federal, state, and local laws, including housing codes and standards relevant to the Project.
- **Audit Rights:** AHFC reserves the right to audit the financial records related to the Project to ensure funds are used appropriately. KIC and the City agree to provide all necessary documentation upon request.

6. Term and Termination

- **Term of Agreement:** This Agreement shall commence on the date above and continue until the completion of the Project or until terminated as provided herein.
- **Termination:** Any party may terminate its respective participation in this Agreement with thirty (30) days' written notice to the other parties. In the event of termination, all obligations incurred prior to the termination date shall remain enforceable.

7. Miscellaneous Provisions

- **Amendments:** This Agreement may be amended only in writing and signed by authorized representatives of each party.
- **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, representations, or agreements.
- **Governing Law:** This Agreement shall be governed by the laws of the State of Alaska.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

[SIGNATURES NEXT PAGE]

City of Kotzebue

Signature: _____
 Name: Tessa Baldwin
 Title: City Manager
 Date: _____

Kikiktaqgruk Inupiat Corporation (KIC)

Signature: _____

Name: _____

Title: _____

Date: _____

Alaska Housing Finance Corporation (AHFC)

Signature: _____

Name: _____

Title: _____

Date: _____

This Agreement outlines a collaborative framework for ensuring that the Frontier Housing Development Project is executed efficiently and effectively, meeting the housing needs of Kotzebue residents while adhering to grant requirements.