

# GRANT AGREEMENT

State of Alaska

Alaska Housing Finance Corporation

Program: Last Frontier Housing Initiative (LFH)	Grant Agreement Number: LFH-24-SAX-1	Project : LFH City of Saxman sub-grant; Saxman, Alaska
Funding Sources: See detail in grant budget	Activity: Last Frontier Housing Initiative	
<b>GRANTEE DATA</b>		<b>AHFC DEPARTMENT DATA</b>
<u>Address:</u> City of Saxman 2841 S Tongass Hwy Ketchikan, AK 99901		<u>Address:</u> Alaska Housing Finance Corporation Planning and Program Development Department P.O. Box 101020 Anchorage, Alaska 99510-1020
<u>Contact Name:</u> Marissa  <u>Email Address:</u> <a href="mailto:cityadmin@kpunet.net">cityadmin@kpunet.net</a>  <u>Phone:</u> (907) 225-4166		<u>Program Manager:</u> [AHFC Contact] <u>Grants Administrator:</u> [AHFC Contact]
<u>Federal ID Number:</u> <u>DUNS Number:</u>		<u>Program Administration:</u> Planning Department Alaska Housing Finance Corporation
<p>The Alaska Housing Finance Corporation (AHFC) and the <b>City of Saxman</b> (hereinafter referred to as the "Grantee") agree as set forth herein.</p> <p><b>Section I.</b> AHFC shall provide grant funds to the Grantee in an amount not to exceed <b>Four million, five hundred thousand dollars and zero cents (\$4,500,000.00)</b> for the acceptable performance of the activities under the terms set forth in this Agreement. The amount of the payment is based upon project expenses incurred which are authorized under the Approved Budget by Line Item.</p> <p><b>Section II.</b> The Grantee shall perform all of the work and comply with all of the terms required by this Agreement.</p> <p><b>Section III.</b> The effective date of this Agreement is the date upon which it is executed by the AHFC Director of Administrative Services. The period of performance of this Agreement shall be from <b>January 1, 2024 through December 31, 2025.</b></p> <p><b>Section IV.</b> This Agreement consist of this page, the attached Signatory/Notary page, Approved Budget by Line Item, Statement of Special Terms and Conditions and the following attachments:</p>		
<b>ATTACHMENTS:</b> All items as indicated on Attachment E and found in the online submission system. Any fully executed Amendments to this Agreement.		
<b>ALASKA HOUSING FINANCE CORPORATION</b>		
_____ Daniel Delfino, Director Planning and Program Development		_____ Date

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on the dates set out below.  
This Grant Agreement takes effect on the date of its execution by AHFC.

**GRANTEE ACKNOWLEDGEMENT**

\_\_\_\_\_ date: \_\_\_\_\_  
Frank Seludo  
Mayor, City of Saxman

**GRANTOR (AHFC) ACKNOWLEDGEMENT**

\_\_\_\_\_ date: \_\_\_\_\_  
Gregory Rochon  
Director, Administrative Services  
Alaska Housing Finance Corporation  
P.O. Box 101020  
Anchorage, AK 99510-1020

## **APPROVED BUDGET BY LINE ITEM**

<b>Cost Category</b>	<b>LFH/ ERA2 Funding</b>	<b>Other Funding</b>	<b>Total Project Cost</b>
Acquisition	\$0	\$0	\$0
Construction	\$4,500,000.00	\$675,000.00	\$0
General Requirements	\$0	\$0	\$0
Contractor Profit / Overhead	\$0	\$0	\$0
Soft Costs	\$0	\$0	\$0
Developer Overhead/Fees	\$0	\$0	\$0
<b>Total Costs</b>	<b>\$4,500,000.00</b>	<b>\$675,000.00</b>	<b>\$5,175,000.00</b>

### **Budget Funding Sources:**

US DOT Emergency Rental Assistance 2 (ERA2); 5/10/2021  
ERA2 - 0072

### **Request for Budget Revisions:**

Any changes to the above Budget must be requested using the Budget Revision Request (BRR) form listed in Attachment E. An executed formal grant agreement will be required if there is an approved change by the Corporation in the scope of work (i.e., activities), the beginning or ending date of the period of performance is adjusted, or a new funding award will increase the grant agreement/amendment.

### **Audit Requirement:**

Figures reflected in the Total Project Cost column of the Budget, above, may include Federal and State Funds appropriated by the State Legislature or granted directly to the agency or in-kind funds provided by the Grantee. If Grantee expended \$750,000 or more of Federal, or \$750,000 or more of State Financial Assistance in a fiscal year, Grantee shall be required to comply with the Federal and State Single Audit Act. Refer to Attachment B Article 5.c. Audit Report Requirement.

Federal and State award funds may be disbursed at different rates within the award budget. Awardees must contact AHFC at the end of their fiscal year to verify the exact split of Federal and State funds disbursed. The Awardee will need this information to comply with the Federal and State Single Audit Act.

## **STATEMENT OF SPECIAL TERMS AND CONDITIONS**

The following scope applies to projects developed using ERA2 funding (“Federal Rent Relief Program”) in accordance with the requirements of Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020), and Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), and any regulations, guidance or other program rules issued or hereinafter issued thereunder.

1. Grantee must newly construct no fewer than eight (8) rental housing units. Any units beyond the eight (8) rental units funded with ERA-2 funds will not require income or rent restrictions.
2. These units may be constructed by the Grantee or through an entity (or entities) procured by the Grantee.
3. The units may be owned and / or operated by the Grantee or through an entity (or entities) procured by the Grantee.
4. ERA2 assisted units are to be rented to very low-income households. (those with income at or below 50% of the area median income adjusted for household size).
5. Rent and income restrictions will be secured by a land use restriction agreement (LURA) for no less than twenty (20) years.
6. All ERA2 funds must be expended no later than September 30, 2025.
7. A project funded, in whole or in part, with ERA2 funds must conform to and meet the program regulations and other requirements of at least one of the types of assistance listed below. The program(s) under which the ERA2 funded project will comply must be selected before any site work begins.
  - a. Low-Income Housing Tax Credit (Treasury);
  - b. HOME Investment Partnerships Program (U.S. Department of Housing and Urban Development (HUD));
  - c. HOME-ARP Program (HUD);
  - d. Housing Trust Fund Program (HUD);
  - e. Public Housing Capital Fund (HUD);
  - f. Indian Housing Block Grant Program (HUD);
  - g. Section 202 Supportive Housing for the Elderly (HUD);
  - h. Section 811 Supportive Housing for Persons with Disabilities (HUD);
  - i. Farm Labor Housing Direct Loans and Grants (U.S. Department of Agriculture (USDA));
  - j. Multifamily Preservation and Revitalization Program (USDA).

The Grantee has elected to follow the program rules for the Low-Income Housing Tax Credit program.

8. The ERA2 subsidy limit is \$646,875 per unit.
9. Grantee may sub-grant this award to a development team.
10. Project Timeline (estimated):

4/12/2024:	Saxman Execute Grant Agreement
5/6/2024:	Approval of MOU by Borough Assembly
5/15/2024:	Approval of MOU by Saxman City Council
5/16/2024:	Issue RFP
6/14/2024:	Close RFP
6/24/2024:	Saxman to call special meeting to approve the contract for Contractor
7/1/2024:	Issue Notice to Proceed with contract
7/31/2025:	Final completion deadline
9/30/2025:	100% of grant funds expended
12/31/2025:	Grant closeout

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## ATTACHMENT E

### FORMS, REPORTS, REGULATIONS AND EXHIBITS

AHFC Sent via Ariba	<b>Please return this document to AHFC with the signed/initialed Award Agreement, Budget, and Exhibits (if any).</b>
	<b><u>Checklists</u></b> <b>Download and retain for use.</b>
<u>ARIBA</u>	<u>Pre-Disbursement-Pre-Execution Checklist: Pre-Disbursement Checklist (GOALVer.1)</u>
<u>ARIBA</u>	<u>Project Close-Out Checklists Form #: Close-Checklist(LFHI Ver.5)</u>
	<b><u>Deed Restrictions</u></b>
<u>ARIBA</u>	<u>Declaration of Conditions, Covenants, and Restrictions Form #: LFHI</u>
<u>ARIBA</u>	<u>Deed of Trust, and Deed of Trust Note Form #: LFHI</u>
	<b><u>Project Reporting</u></b>
<u>ARIBA</u>	<u>Project Reporting Workbook Form #: LFHI Project Reporting Workbook</u>
	<b><u>Exhibits</u></b>
<u>ARIBA</u>	<u>Exhibit 1 Property Standards and Federal Laws Form #: E1PropStndrds-Laws(GOLVer1)</u>
<u>N/A</u>	<u>Exhibit 2 HOME Post-Development Provisions Form #: E2PstDevProv(GOLVer1)</u>
<u>ARIBA</u>	<u>Exhibit 3 Affirmative Marketing Plan Form #: E3AffMrktPln(GOLVer1)</u>
<u>ARIBA</u>	<u>Exhibit 5 Tenant and Participant Protections Form #: E5Protects(GOLVer1)</u>
	<b><u>Financial Forms</u></b>
<u>ARIBA</u>	<u>AHFC Cost Allocation Plan Form #: CostAllocPln(Ver3)</u>
<u>ARIBA</u>	<u>Authorized Signatories Form Form #: SignAuth(S-PVer.2)</u>
<u>ARIBA</u>	<u>Budget Request Revision Form Form #: BudgRevisReq(Ver.1)</u>
<u>ARIBA</u>	<u>Funds Disbursement Request</u>
<u>ARIBA</u>	<u>Quarterly Financial Report</u>
	<b><u>General Regulations</u></b>
<u>ARIBA</u>	<u>15 AAC 154.010 - 15 AAC 154.090 Grant Programs (Rev. 6/18/08)</u>
<u>ARIBA</u>	<u>Article 7. Grant Management: 15 AAC 154.700 – 15 AAC 154.835 (Rev. 6/18/08)</u>
<u>ARIBA</u>	<u>Chapter 36.25 Contractors' Bonds (Rev. 1/11/11)</u>
<u>ARIBA</u>	<u>Chapter 45. Grant Administration: Audit Requirements: 2AAC 45.010 (Rev. 1/11/11)</u>
	<b><u>Grant Attachments</u></b>
<u>ARIBA</u>	A. <u>Standard Provisions Form #: Attachment A Awards – Planning 01-2022</u>
<u>ARIBA</u>	B. <u>Reporting and General Provisions Form #: Attachment B Reporting</u>
<u>ARIBA</u>	C. <u>Financial Provisions Form #: Attachment C Financial Provisions (rev 01-2022)</u>
	<b><u>GOAL Program Forms and Reference Materials</u></b>
<u>ARIBA</u>	<u>Purchasing Checklist Form #: PurchCheck(GOALVer.1)</u>
<u>ARIBA</u>	<u>Summary of Building Inspections Requirements Form #: BldgInsp(GOALVer.1)</u>
<u>ARIBA</u>	<u>Project Cost Certification Requirements Form #: CostCert(GOALVer.1)</u>
<u>ARIBA</u>	<u>Sample Management Plan Guidelines Form #: MgmtPlan(GOALVer.1)</u>

## **ATTACHMENT E**

### **CERTIFICATION OF UNDERSTANDING AND COMPLIANCE**

The Grantee certifies that the person signing and submitting this Certification of Understanding and Compliance for Attachment E has the full and unencumbered authority to bind the Grantee, has read each and every provision of the Attachment, has a complete understanding of all requirements of the Attachment and the provisions of any Agreement that may be formed as a result of the Attachment.

\_\_\_\_\_ date: \_\_\_\_\_

Frank Seludo  
Mayor, City of Saxman