

# MINNESOTA HOUSING FINANCE AGENCY GRANT CONTRACT AGREEMENT

This Grant Contract Agreement is between the Minnesota Housing Finance Agency (“MHFA”) and **[GIVE THE FULL NAME OF THE GRANTEE INCLUDING ITS ADDRESS]** (the “Grantee”).

## Recitals

1. Under [Minn. Stat. §462A.39](#), MHFA is empowered to enter into this Grant Contract Agreement.
2. MHFA is in need of the development of rental housing to serve the employees of local businesses (“Workforce Housing”) in **[COUNTY]**, City of **[CITY]** pursuant to MHFA’s Workforce Housing Development Program (the “Program”).
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of MHFA. Pursuant to [Minn. Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this Grant Contract Agreement.

## Grant Contract Agreement

### 1 Term of Grant Contract Agreement

#### 1.1 *Effective date:*

**[SPELL OUT FULL DATE (e.g., July 1, 2020)]**, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and MHFA's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

#### 1.2 *Expiration date:*

**[SPELL OUT FULL DATE (e.g., August 1, 2016)]**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

### 2 Duties and Contracts

#### Grantee’s Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1) and review the State of Minnesota Office of Grants Management policy 08-01, (Conflict of Interest for State Grant-Making). If the Grantee has knowledge or becomes aware of any actual, potential, perceived, or organizational conflicts of interest with respect to the Grant Contract Agreement, the Grantee shall immediately disclose the conflict of interest directly to MHFA.

The Grantee has made application to MHFA for the purpose of administering a Workforce Housing Development Program Project in the manner described in Grantee's Application (the “Project”) which is incorporated into this Grant Contract Agreement by reference.

The Grantee, who is not a state employee, is awarded funds to provide financial assistance to address the need for Workforce Housing. The Project includes: **[INSERT BRIEF DESCRIPTION OF PROJECT INCLUDING TYPE (NEW CONSTRUCTION/ADAPTIVE REUSE, ETC.), AND NUMBER OF UNITS]**.

The Grantee will comply with all requirements as further described in **Exhibit A** attached to this Grant Contract Agreement and incorporated by reference.

The Grantee will be in compliance with the Workforce Housing Development Program Guide, as amended (the “Program Guide”), which is incorporated into this Grant Contract Agreement by reference.

## 2.2 Provisions for Contracts and Sub-grants.

*(a) Contract Provisions.* The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable local, state and federal laws, rules, regulations and ordinances, as well as any applicable MHFA policies.

*(b) Use of Grant Funds.* The Grant Funds (as defined below) awarded under this Grant Contract Agreement may only be used by Grantee or awarded by Grantee to third parties as grant funds or loans in accordance with the terms of the Program Guide. All Grant Funds must be used by an Eligible Project Area for the Qualified Expenditures of a Market Rate Residential Rental Property (as such terms are defined in the Program Guide). If awarded as a loan, any fees or interest charged cannot unduly enrich any parties involved beyond the approximate cost of the administrative costs associated with the Project.

## 3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement and the Program Guide. In the performance of this Grant Contract Agreement, time is of the essence. Project construction must begin within 12 months upon signing this Grant Contract Agreement. Construction completion must occur within 2 years of construction start.

## 4 Consideration and Payment

### 4.1 Consideration.

MHFA will pay for all services performed by the Grantee under this Grant Contract Agreement as follows:

#### *(a) Compensation*

The Grantee will be paid in accordance to section 4.2 of this Grant Contract Agreement.

#### *(b) Total Obligation.*

The total obligation of MHFA for all compensation and reimbursements to the Grantee under this Grant Contract Agreement will not exceed \$[ENTER AWARD AMOUNT] (the “Grant Funds”).

### 4.2 Payment

For all disbursements of Grant Funds, the Grantee be in compliance with the Program Guide and must complete and submit a Workforce Housing Development Program Disbursement Request Form, attached to this Grant Contract Agreement as **Exhibit B**, to MHFA for review and approval. MHFA will promptly pay the Grantee up to one third of the Grant Funds on or after closing. The Grantee may request an additional one third of the Grant Funds as needed upon providing evidence of a grant or loan agreement relating to the Project with a subgrantee. The remaining one third of the Grant Funds will be withheld for final disbursement and will not be released until construction completion of the Project and upon completion of all reporting and monitoring requirements pursuant to this Grant Contract Agreement.

## 3 Unexpended Funds

The Grantee must promptly return to MHFA any unexpended Grant Funds that: (i) have not been accounted for annually in a financial report to MHFA due at Grant Contract Agreement closeout; or (ii)

have not been used in compliance with the Program Guide.

#### 4.4 **Contracting and Bidding Requirements**

This award is subject to the prevailing wage requirements of [Minn. Stat. § 116J.871](#) unless the award is for rehabilitation of existing housing or for new housing construction at a single project site which is less than \$100,000. In addition, the statute does not apply if the award from MHFA is less than \$200,000 for a grant or \$500,000 for a loan. If the project is within the scope of [Minn. Stat. § 116J.871](#), the recipient must certify to the commissioner of the Department of Labor and Industry that laborers and mechanics at the project site during construction, installation, remodeling, and repairs for which the award was provided will be paid the prevailing wage rate as defined in [Minn. Stat. § 177.42](#), subd. 6. According to [Minn. Stat. § 116J.871](#), subd. 2, MHFA cannot provide financial assistance to a recipient unless the required certification has been made.

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

If applicable, for projects that are publicly owned or leased and include construction work of \$25,000 or more, prevailing wage rules also apply per [Minn. Stat. §§177.41](#) through [177.44](#); consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. According to [Minn. Stat. §177.42](#), the term “project” is defined as the “erection, remodeling, or repairing of a public building or other public work financed in whole or in part by state funds”. This state prevailing wage requirement may be affected if federal prevailing wage requirements also apply to the same project.

The Grantee must not contract with vendors who are suspended or debarred in MN:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

### 5 **Conditions of Payment**

All services provided by the Grantee under this Grant Contract Agreement must be performed to MHFA’s satisfaction, as determined at the sole discretion of MHFA’s Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by MHFA to be unsatisfactory or performed in violation of federal, state, or local law.

### 6 **Authorized Representative**

MHFA's Authorized Representative is **Sara Bunn, Program Manager, 651.296.9827, sara.bunn@state.mn.us, 400 Wabasha St N, Suite 400, St. Paul, MN 55102** or her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, MHFA's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee’s Authorized Representative is **[NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL]**. If the Grantee’s Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify MHFA.

### 7 **Assignment Amendments, Waiver, and Grant Contract Agreement Complete**

#### 7.1 **Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior written consent of MHFA, approved by the same parties who executed and approved this Grant Contract Agreement, or their successors in office.

#### 7.2 **Amendments**

Any amendments to this Grant Contract Agreement must be in writing and will not be effective until it

has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement, or their successors in office.

### **7.3 Waiver**

If MHFA fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or MHFA's right to enforce it.

### **7.4 Grant Contract Agreement Complete**

This Grant Contract Agreement contains all negotiations and agreements between MHFA and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold MHFA, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by MHFA, arising from the performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for MHFA's failure to fulfill its obligations under this Grant Contract Agreement.

## **9 State Audits**

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Contract Agreement or transaction are subject to examination by MHFA and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and MHFA must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MHFA under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or MHFA. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify MHFA. MHFA will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### **10.2 Intellectual Property Rights**

In the event that the Grantee secures a copyright protection on any of the work product created as part of the Project, the Grantee agrees to and does hereby grant to MHFA and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so for the use by MHFA or the State of Minnesota, its divisions, instrumentalities, and local subdivisions, all materials, reports, writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and works developed and/or used in connection with the Project now or hereafter covered by copyright.

## **11 Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered MHFA employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MHFA's obligation or responsibility.

## **12 Publicity and Endorsement**

### **12.1 *Publicity***

Any publicity regarding the subject matter of this Grant Contract Agreement must identify MHFA as the sponsoring agency and must not be released without prior written approval from MHFA's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Contract Agreement. All projects primarily funded by state grant appropriations must publicly credit MHFA, including on the Grantee's website when practicable.

### **12.2 *Endorsement***

The Grantee must not claim that MHFA endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Contract Agreement. Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

### **14.1 *Termination by MHFA***

MHFA may immediately terminate this Grant Contract Agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 *Termination for Cause***

MHFA may immediately terminate this Grant Contract Agreement if MHFA finds that there has been a failure to comply with the provisions of this Grant Contract Agreement or the Program Guide, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. MHFA may take action to protect the interests of MHFA, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 *Termination for Insufficient Funding***

MHFA may immediately terminate this Grant Contract Agreement if:

- (a) It does not obtain funding from the Minnesota Legislature; or
- (b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written or fax notice to the Grantee. MHFA is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MHFA will not be assessed any penalty if this Grant Contract Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MHFA must provide the Grantee notice of the lack of funding within a reasonable time of MHFA's receiving that notice.

## **15 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MHFA, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.



**16 Fraud Disclosure**

Fraud is any intentionally deceptive action made for personal gain or to damage another. Any person or entity (including its employees and affiliates) that enters into an agreement with MHFA and witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report to:

- MHFA’s Chief Risk Officer
- Any member of MHFA’s [Servant Leadership Team](#)
- [EthicsPoint](#), state hotline reporting service vendor

**17 Suspension**

By entering into any agreement with MHFA, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the agreement) has not been suspended from doing business with MHFA. Please refer to MHFA’s website for a list of suspended individuals and organizations (<https://www.mnhousing.gov/sites/np/suspensions>).

**18 Responsible Contractor Requirement**

The Grantee agrees that it and its contractors will fully comply with all applicable provisions contained in [Minn. Stat. §16C.285](#), as amended.

**1. MHFA ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §16A.15*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_\_\_\_\_

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the Grant Contract Agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. MINNESOTA HOUSING FINANCE AGENCY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Grantee  
MHFA’s Authorized Representative

## **EXHIBIT A**

Grantee agrees to comply with the following additional provisions:

### **1 Reporting**

The Grantee will be required to complete an annual report which will include such information and will be in the format provided by MHFA. Once the Project is complete and the rental units are suitable for occupancy, and prior to final disbursement of Grant Funds, the Grantee will be required to complete a final report which will include such information and will be in the format provided by MHFA.

### **2 Accounting**

For all expenditures of Grant Funds made pursuant to this Grant Contract Agreement, the Grantee must keep financial records, including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods must be in accordance with generally accepted accounting principles.

### **3 Records Retention**

The Grantee is responsible for the records retention requirements of all third parties.

### **4 Monitoring**

The Grantee will be monitored annually. This will take place at the time of annual reporting. Monitoring could include a phone call and/or a site visit by MHFA staff.

Prior to final disbursement of Grant Funds, MHFA will also ask to review the most recent disbursement records. This will include a reconciled account balance showing when Grant Funds were received by the Grantee and disbursed to the third party. MHFA reserves the right to ask for additional information.

### **5 Compliance with Local, State and Federal Laws**

The Grantee and any third parties must comply with all local, state and federal laws, rules, regulations and ordinances, as well as any applicable MHFA policies, including, but not limited to, the following:

*(a) Recipients and subrecipients must comply with Visitability requirements at 462A.34*

**EXHIBIT B**

**Workforce Housing Development Program Disbursement Request Form**

SAMPLE



**Summary**

This form must be completed, signed and submitted to MHFA prior to receiving a disbursement of funds. To complete the form, enter the amount of funds you are requesting and a summary of what the funds will be used for. Have the form signed by an Authorized Representative. Submit the completed form to Sara Bunn at [sara.bunn@state.mn.us](mailto:sara.bunn@state.mn.us).

**Disbursement Request and Justification**

Amount Requested (not to exceed one-third of the total award): \_\_\_\_\_

Use the space below to document what the funds will be used for:

\_\_\_\_\_

**Authorized Representative Signature**

Authorized Representative Name: \_\_\_\_\_

Authorized Representative Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Authorized Representative  
Signature: \_\_\_\_\_