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MINNESOTA HOUSING FINANCE AGENCY
GRANT CONTRACT AGREEMENT
Community Homeownership Impact Fund

This Grant Contract Agreement is between the Minnesota Housing Finance Agency ("MHFA"), located at 400 Wabasha Street North, Suite 400, Saint Paul, MN 55102 and Greater Metropolitan Housing Corporation its principal place of business located at 970 Raymond Ave, Suite 201, St. Paul, MN 55114 (the "GRANTEE").

Recitals

1. Under Minn. Stat. Section 462A.33 and 462A.05 Subd. 2, as amended, MHFA is empowered to enter into this Grant Contract Agreement.

2. MHFA is in need of a Community Homeownership Impact Fund Program (the "Program") to assist in the acquisition, construction, and/or rehabilitation of owner-occupied single family residential properties throughout Minnesota.

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 and in accordance with applicable statutes.

4. 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:***

May 1, 2024, 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 ***Grant period:***

The Grant Contract Agreement period for the Program begins with the Effective Date of this Grant Contract Agreement and continues through, **April 30, 2027**, (the "Grant Period"). All funds provided through this Grant Contract Agreement must be fully expended in compliance with this Grant Contract Agreement by the end of the Grant Period.

1.3 ***Expiration date:***

April 30, 2027, or until all administrative, reporting and documentation obligations have been satisfactorily fulfilled, whichever occurs first.

1.4 ***Survival of Terms.***

The following clauses survive the expiration or cancellation of this Grant Contract Agreement:

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9. Liability; 10. State Audits; 11. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 16 Data Disclosure.

2 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). The Grantee is required to have a documented Conflict of Interest policy and must utilize this policy when performing the Grantee duties under the Grant Contract Agreement. 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's Authorized Representative.

2.1 The Grantee will comply with the Community Homeownership Impact Fund Program Procedural Manual ("Procedural Manual"), as it may be amended or supplemented from time to time by MHFA. By provision of this link, the Procedural Manual is hereby incorporated into this Grant Contract Agreement. Any changes to the Procedural Manual during the Grant Period will be provided in writing from MHFA to the Grantee. The Grantee will comply with all changes to the Procedural Manual upon receipt of the written notice regarding the change.

2.2 In the performance of its obligations under this Grant Contract Agreement, the Grantee will comply with the provisions of any federal, state, or local law prohibiting discrimination in housing on the basis of race, color, creed, religion, nation origin, sex, age, marital status, status with regard to public assistance, disability, sexual orientation, or familial status, including but not limited to Title VI of the Civil Rights Act of 1964, Executive Order 11063, Title VIII of the Civil Rights Act of 1968, and the Minnesota Human Rights Act, including any applicable regulations or guidance.

2.3 All Grant Proceeds (as defined below) must be used by the Grantee to fund (in whole or in part) the activities in accordance with the Grant Contract Agreement and the Procedural Manual, including, but not limited to, the following terms.

Number of Qualified Dwelling Units to be completed:	**5**
Target area:	**Seven-County Twin Cities Metropolitan Area**
Income served:	**Up to 115% of area median income.**
Total Administration fee from Grant Proceeds:	
Housing Infrastructure Appropriations:	**$0**
Challenge:	**$0**
Administration fee per unit:	**$0**

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Grant Proceeds are provided for Value Gap to acquire, rehabilitate, and resell homes to be sold to eligible households.
Typical Impact Fund Value Gap subsidy is $118,500 per unit.

Additional Requirements:
None.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence.

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 up to a maximum of **$592,500** per the breakdown below:

TYPE OF FUNDS	DOLLAR AMOUNT
Challenge Grant Proceeds	**$0**
Challenge Grant Proceeds – Indian Set-Aside	**$0**
Housing Infrastructure Appropriations Grant Proceeds	**$592,500**

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Contract Agreement will not exceed $0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MHFA's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of MHFA for all compensation and reimbursements to the Grantee under this Grant Contract Agreement will not exceed **$592,500** (the "Grant Proceeds").

4.2 ***Payment***

(a) Invoices

MHFA will pay the Grantee after the Grantee submits the Request for Funds form, located on MHFA's website and MHFA's Authorized Representative reviews, approves and accepts the

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request. MHFA may disburse Grant Proceeds to the Grantee as follows:

(i) Up to one-third of the total award of Grant Proceeds is available in the first disbursement upon the Grantee's request and at the sole discretion of MHFA.

(ii) When the Grantee has demonstrated significant progress through documenting or reporting on units closed or completed, or documenting the status of housing development, MHFA, at its sole discretion, will make further disbursements to the Grantee upon receipt of additional Request for Funds forms.

(iii) MHFA reserves the right to disburse funds conservatively and, if applicable, may withhold disbursements until outstanding compliance and monitoring findings have been cleared by MHFA. Monitoring, financial reconciliation and quality control audits are outlined in the Procedural Manual.

(b) Unexpended Funds

The Grantee must promptly return to MHFA any unexpended funds that have not been accounted for annually in a financial report to MHFA due at grant closeout.

Any unexpended funds that are to be repaid under this paragraph are payable upon demand, and, if not paid within 30 days, shall bear interest until paid at the rate of ten percent (10%) per annum.

4.3 ***Contracting and Bidding Requirements***

(a) Any services and/or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.

(b) Services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

(c) Services and/or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

(d) The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

a. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
b. Metropolitan Council Underutilized Business Program: MCUB: Metropolitan Council Underutilized Business Program
c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory

(e) The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(f) The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

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(g) Notwithstanding (a) - (d) above, MHFA may waive bidding process requirements when:

- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
- It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.

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

(i) Under certain circumstances, awards of Minnesota Housing funds may trigger state prevailing wage requirements under Minnesota Statutes Chapter 177 or Minnesota Statutes Section 116J.871. In broad terms, Minnesota Statutes Chapter 177 applies to an award of $25,000 or greater for housing that is publicly owned.

(j) Minnesota Statutes Section 116J.871 sets out several exceptions to the applicability of prevailing wage including (1) rehabilitation of existing housing; (2) new housing construction in which total financial assistance at a single project site is less than $100,000; and (3) financial assistance for the new construction of fully detached single-family affordable homeownership units for which the financial assistance covers no more than ten fully detached single-family affordable homeownership units.

(k) All determinations regarding prevailing wage are made by the Minnesota Department of Labor and Industry. All questions regarding state prevailing wages and compliance requirements should be directed to that agency as follows:

Division of Labor Standards and Apprenticeship
State Program Administrator
443 Lafayette Road N, St. Paul, MN 55155
651.284.5091 or dli.prevwage@state.mn.us

(l) If, after a determination by the Minnesota Department of Labor that prevailing wage does apply, a contractor or subcontractor fails to adhere to prevailing wage laws, then that contractor or subcontractor could face civil and/or criminal liability.

(m) 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.

5 Deferred Forgivable Loans

5.1 *General*

If Section 2.3 of this Grant Contract Agreement specifies that Grant Proceeds must be used by the Grantee for the execution of deferred forgivable loans, then the Grantee must comply with this Article 5 and all Article 5 subsections. If Section 2.3 of this Grant Contract Agreement does not

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specify that Grant Proceeds must be used for the execution of deferred forgivable loans, this Article 5 and all Article 5 subsections do not apply.

5.2 ***Documentation of and Security for Deferred Forgivable Loans***
Each deferred forgivable loan must be evidenced by a Deferred Forgivable Loan Note made payable to the Grantee. The repayment of each deferred forgivable loan shall be secured by a Deferred Forgivable Loan Mortgage identifying the Grantee as the mortgagee thereunder.

5.3 ***Deferred Forgivable Loan Closings***
The Grantee shall be responsible for the closing of a deferred forgivable loan but may retain a title company for this purpose. The closing of a deferred forgivable loan shall be in accordance with normal procedures used by ordinary and prudent lenders for the closing of similar loans and must conform to this Grant Contract Agreement and the Procedural Manual.

5.4 ***Transfer, Assignment and Enforcement of Deferred Forgivable Loans***
Within a reasonable period after the closing of a deferred forgivable loan, the Grantee shall assign and transfer such loan to MHFA by endorsing the Deferred Forgivable Loan Note to MHFA without recourse and assigning the Deferred Forgivable Loan Mortgage to MHFA. The Grantee shall record the Deferred Forgivable Loan Mortgage and assignment thereof and promptly deliver the endorsed Deferred Forgivable Loan Note and recorded Deferred Forgivable Loan Mortgage and assignment thereof to MHFA. The assignment and transfer of a deferred forgivable loan to MHFA shall not be completed until the Grantee has fully complied with these requirements. Until the assignment and transfer of a deferred forgivable loan to MHFA, the Grantee shall fully and promptly service and enforce the deferred forgivable loan in accordance with this Grant Contract Agreement.

6 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.

7 Authorized Representative

MHFA's Authorized Representative is Niramittata Ly, Community Lending Team Supervisor, 400 Wabasha Street North, Suite 400, Saint Paul, MN 55102, 651.296.6345, nira.ly@state.mn.us, or his/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.

MHFA's Authorized Representative may delegate certain responsibilities to a Community Lending Program Manager: Amanda Hedlund, 651.284.0465; Leighann McKenzie, 651.296.8147 or their successors.

All Community Lending Program Managers may be reached by email at impact.fund.mhfa@state.mn.us.

The Grantee's Authorized Representative is:

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Eden Spencer
(Administrator's Authorized Representative Name)

President & CEO
(Title)

970 Raymond Ave, Suite 201, St. Paul, MN 55114
(Mailing Address)

612-339-0601
(Telephone Number)

espencer@gmhchousing.org
(Email Address)

If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify MHFA's Authorized Representative.

8 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

8.1 ***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.

8.2 ***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.

8.3 ***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.

8.4 ***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.

9 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.

10 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 the Commissioner of Administration, MHFA, and/or the

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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.

11 Government Data Practices and Intellectual Property Rights

11.1 *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.

11.2 *Intellectual Property Rights*

(a) MHFA owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Grant Contract Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The documents will be the exclusive property of MHFA and all such documents must be immediately returned to MHFA by the Grantee upon completion or cancellation of this Grant Contract Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to MHFA. The Grantee must, at the request of MHFA, execute all papers and perform all other acts necessary to transfer or record MHFA's ownership interest in the works and documents.

(b) *Obligations*

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee will immediately give MHFA's Authorized Representative written notice thereof, and must promptly furnish MHFA's Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property MHFA, and that neither the Grantee nor its employees, agents, or subcontractors retain any

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interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MHFA, at the Grantee's expense, from any action or claim brought against MHFA to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or MHFA's opinion is likely to arise, the Grantee must, at MHFA's discretion, either procure for MHFA the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of MHFA will be in addition to and not exclusive of other remedies provided by law.

12 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.

13 Publicity and Endorsement

13.1 ***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.

13.2 ***Endorsement***

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

14 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.

15 Termination

15.1 ***(a) 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.

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(b) Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

15.2 ***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, 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.

15.3 ***Termination for Insufficient Funding***

MHFA may immediately terminate this Grant Contract Agreement if:

(a) It does not obtain funding from the Minnesota Legislature

(b) Or, 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 the contract 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.

16 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.

17 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 at 651.296.7608 or 800.657.3769 or by email at Mike.Thone@state.mn.us;
- Any member MHFA's Servant Leadership Team, as denoted on MHFA's current organizational chart (Go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or
- Report Wrongdoing or Concerns (mnhousing.gov) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

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18 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 (http://www.mnhousing.gov/sites/np/suspensions).

19 Conflicts

If there is a conflict between the terms of the Grant Contract Agreement and the Procedural Manual then the Grant Contract Agreement shall prevail.

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1. 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: DocuSigned by: Eden Spencer 4E8BBD32DC314E6...
Eden Spencer

Title: President & CEO

Date: 4/29/2024 | 9:27:37 AM PDT

By: _____
Title: _____

Date: _____

By: _____
Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. MINNESOTA HOUSING FINANCE AGENCY:

By: DocuSigned by: Kayla Schuchman C56FAGE96E734CE...
(with delegated authority)
Kayla Schuchman

Title: Assistant Commissioner, Single Family Division

Date: 4/29/2024 | 11:29:01 AM CDT

Distribution:
State Authorized Representative: Minnesota Housing Finance Agency
Administrator Authorized Representative