

## Attachment A: Partner Documentation

*City of Minot, North Dakota*

AttachmentA\_PartnerDocumentation.pdf



**Attachment A: Partner Documentation**  
*City of Minot, North Dakota*  
AttachmentA\_PartnerDocumentation.pdf

**INDEX**

**Partner Letters**

Dr. Adnan Akyuz .....87

Assiniboine River Basin Initiative .....88

Beyond Shelter, Inc.....89

CDM Smith.....91

EAPC Architects .....92

Essential Living Inc. ....93

KLJ.....94

Minot Housing Authority.....96

Minot State University .....97

NDSU Department of Architecture and Landscape Architecture.....98

SCAPE/Landscape Architecture LLC .....99

**Partner Agreements**

Dr. Adnan Akyuz .....101

Assiniboine River Basin Initiative .....104

Beyond Shelter, Inc.....107

CDM Smith.....110

EAPC Architects .....113

Essential Living Inc. ....116

KLJ.....119

Minot Housing Authority.....122

Minot State University .....125

NDSU Department of Architecture and Landscape Architecture.....128

SCAPE/Landscape Architecture LLC .....131

# NDSU NORTH DAKOTA STATE UNIVERSITY

October 15, 2015

Dr. F. Adnan Akyuz  
North Dakota State University  
Soil Science Department  
P.O. Box 6050  
Fargo, ND 58108

Re: Intent to Participate

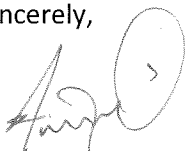
This letter confirms the mutual intent of both the City of Minot and Dr. Adnan Akyuz to collaborate and enter into a partner agreement contingent upon the award of funds from the U.S. Department of Housing and Urban Development for the CDBG-NDR competition, to carry out eligible activities as provided in Minot's CDBG-NDR Phase 2 application.

Dr. Akyuz is the North Dakota State Climatologist. He is the Director of the North Dakota Agriculture Weather Network, part of the North Dakota State Climate Office in the ND Agriculture Experience Station, Food Systems and Natural Resources program at NDSU.

He will share his expertise on the impacts of climate change, including effects on agriculture, natural resources, and provide insights on the potential ramifications of climate change on the region. He will advise on impacts to the agricultural industry that is critical to the economy of Minot and the surrounding region, helping Minot become a more resilient city and community.

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

Sincerely,



Dr. F. Adnan Akyuz  
North Dakota State Climatologist



September 28, 2015

Re: Intent to Participate

This letter is to confirm the mutual intent of both the City of Minot and the Assiniboine River Basin Initiative (ARBI) to collaborate and enter into a partner 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.

ARBI serves stakeholders in Manitoba, Saskatchewan and North Dakota to seek coordinated solutions to water management across the entire river basin area. The greater Assiniboine River basin includes the sub-basins of the Qu'Appelle, Souris and the Assiniboine rivers.

ARBI will partner with the City of Minot, contingent on the award of NDRC funds, by providing assistance in developing a bi-national flood protection and water management strategies.

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

Sincerely,

Executive Director  
Assiniboine River Basin Initiative

October 3, 2015

City of Minot  
515 2<sup>nd</sup> 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





7650 Currell Boulevard  
Suite 300  
Woodbury, MN 55125  
tel: 651-252-3800  
fax: 651-735-3128  
cdmsmith.com

October 12, 2015

Subject: Intent to Participate

This letter is to confirm the mutual intent of both the City of Minot and CDM Smith to collaborate and enter into a partner 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.

CDM Smith is an international consulting firm that provides integrated solutions in disaster recovery, water, environment, transportation, energy and facilities as well as general management consulting for public and private clients worldwide. The firm's role in the City of Minot's NDRC program will be for CDBG grant administration, as well as for the development of flood protection, commercial redevelopment, and affordable housing solutions consistent with the framework provided in the City of Minot's NDRC application.

It should be noted that CDM Smith was duly procured as program administrator of both of the City of Minot's CDBG-DR program allocations from HUD, and has played a critical role in the successful implementation of those programs since 2012, and the scope and commitment that is proposed in this letter is a continuation of that role.

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

Very truly yours,

A handwritten signature in blue ink that reads "Steven L. Wolsfeld".

Steven L. Wolsfeld  
Vice President  
CDM Smith Inc.



EAPC Architects Engineers  
300 3<sup>rd</sup> Ave. SW, Suite A  
Minot, ND 58701

Re: Intent to Participate

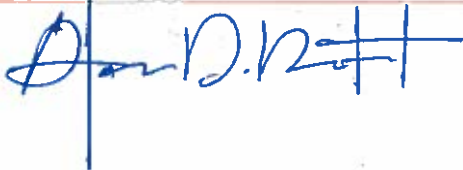
This letter is to confirm the mutual intent of both City of Minot and EAPC Architects Engineers to collaborate and enter into an AIA Owner/Architect Agreement contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the City of Minot CDBG-NDR application.

EAPC is a C-Corp/Professional Corporation, incorporated January 20, 1967 as Engineers – Architects, P.C.

EAPC will partner with the City of Minot to provide professional architectural and engineering services from programming/pre-design, through the standard five phases of service (as defined by the AIA Owner/Architect Agreement – schematic design, design development, construction documents, bidding/negotiation and construction administration). As well as project closeout. Services will include full service architectural design and civil, structural, mechanical, and electrical engineering, also coordination of the consultants and building design partners.

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

EAPC Architects Engineers  
Alan Dostert, AIA  
President/CEO





**Essential Living Inc.**

400 10th Street SE  
Minot, ND 58701

October 13, 2015

To: City of Minot  
Partner: Essential Living, Inc.  
RE: Intent to Participate

This letter is to confirm the mutual intent of both City of Minot and Essential Living, Inc. to collaborate and enter into a partner 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.

Essential Living, Inc. is a nonprofit entity created to develop affordable housing projects in North Dakota. Essential Living, Inc. is based in Minot, ND and its officers have over 20 years of construction, development, residential real estate, finance of properties and development of affordable housing and senior projects.

Essential Living, 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. Essential Living Inc. will collaborate with Minot Housing Authority to facilitate the development of affordable housing by providing our expertise in planning, financing, and development of affordable housing.

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

On behalf of Essential Living, Inc.,



Bruce Walker, President

October 13, 2015

**Re: Intent to Participate, Community Development Block Grant National Disaster Resilience Competition (CDBG-NDR), Minot, ND**

This letter is to confirm the mutual intent of both the City of Minot and KLJ to collaborate and enter into a partner 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 [applicant's] CDBG-NDR application.

KLJ is a North Dakota-based company that maintains 24 offices with more than 750 professionals providing services to the upper Great Plains, Midwest, Intermountain West and Florida. KLJ is a constantly evolving company, with the addition of new markets to better serve our clients. Today we are employee-owned and serve key industries. Our company is composed of a standing team of professionals, providing a full spectrum of services. Some of our resources most applicable to the City of Minot include:

- »» Civil Engineering
- »» Landscape Architecture
- »» Project Visualization and Graphics
- »» Shared-Use Paths
- »» Context-Sensitive Design Solutions
- »» Conceptual Project Development
- »» Master Planning
- »» Comprehensive Park and Recreation Plans
- »» Recreational and Athletic Fields
- »» Interpretive Designs
- »» Site Design
- »» Construction Administration Services

KLJ will work with the City of Minot to provide site planning and landscape design services, consistent with the framework provided in the City of Minot's NDRC grant application for the following projects: New Affordable Housing Neighborhoods, Downtown Public Gathering Space, and Riverfront Greenway. KLJ will sign a contract for this work once the outcome with the City of Minot's application for CDBG-NDR funds is publicly known.

It is understood that this letter is only an expression of our intent and a binding partner agreement [or other agreement] detailing the terms and conditions of the proposed partnership must be executed before utilization of any CDBG-NDR funds, pending award.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'W. Buxton'.

William A. Buxton  
Municipal Practice Area Leader

Enclosure(s): NA  
Project #: 1415126  
cc: File



Minot Housing Authority  
108 Burdick Expressway East  
Minot, ND 58701

Re: Intent to Participate

This letter is to confirm the mutual intent of both the City of Minot and Minot Housing Authority (MHA) to collaborate and enter into a partner 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 CDBG-NDR application.

The mission of the MHA is to provide quality, affordable housing opportunities and promote maximum independence for people of our community, such as low income families, elderly, and persons with disabilities.

MHA administers housing programs to provide housing opportunities for those who, are vulnerable, low income, elderly and/or are disabled. MHA owns or manages close to 600 units in Minot, ND.

It is understood that this letter is only an expression of our intent; a binding partner 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 see attached board of commissioner's resolution.

Sincerely,

Tom Alexander  
Executive Director  
Minot Housing Authority



**Office of the President**

October 15, 2015

Please accept this letter as confirmation from Minot State University (MSU) of its intent to partner with the City of Minot, 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. These activities include:

- MSU's intent to partner with the City of Minot, using funding from the NDRC competition and other sources, to operate and manage the MSU Arts Facility proposed for downtown Minot;
- The MSU Foundation's intent to partner with the City of Minot, using funding from the NDRC competition and other sources, to facilitate the development and management of affordable student housing;
- MSU's intent, along with its branch campus, Dakota College at Bottineau (DCB), to partner with the City of Minot, using funding from the NDRC competition and other sources, to operate and manage the new Center for Technical Education.

As a public university that is a member of the North Dakota University System, all of these activities for MSU (and DCB) are subject to the necessary North Dakota State Board of Higher Education and North Dakota legislative approvals.

Minot State University, located in Minot, ND, is a regional public institution of higher education offering undergraduate and masters degrees with an enrollment of approximately 3,400 students. Dakota College at Bottineau is an affiliate, branch campus of Minot State University. DCB is a public two-year community college located in Bottineau, ND (80 miles northeast of Minot) with approximately 900 students, offering both one- and two-year degree options.

Two of the main areas of focus of the City of Minot's proposed strategy for CDBG-NDR funds include the development of affordable housing opportunities in Minot and for the revitalization of the downtown area. The three initiatives, as outlined above, strive to assist in facilitating both of these areas of interest for the City. MSU has a mutual interest in these objectives and intends to work with the City of Minot for the successful achievement of the goals outlined in the City's CDBG-NDR application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven W. Shirley'.

Steven W. Shirley, PhD  
President  
Minot State University and  
Dakota College at Bottineau

Klai Hall  
711 2<sup>nd</sup> Ave N  
Fargo ND 58108-5790  
E:Matthew.Kirkwood@ndsu.edu

**NDSU** NORTH DAKOTA  
STATE UNIVERSITY

Re: Intent to Participate

This letter is to confirm the mutual intent of both the City of Minot and North Dakota State University School of Architecture to collaborate and enter into a partner 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.

North Dakota State University is a four-year State Land Grant Institution in the State of North Dakota.

For purposes of assisting the City of Minot in the exploration of ideas and concepts proposed in its Phase 2 application, the Architectural program shall:

- Assign faculty to sit in the design review committee for the City of Minot's National Disaster Resilience Competition grant.
- Assist the City of Minot in the development of an architectural plan book and design standards for the development of new energy efficient, affordable housing in the City of Minot.
- Assist the City of Minot with the development of downtown design standards as well as the potential development of a downtown façade improvements program.
- Other tasks as may be appropriate and agreed upon between the North Dakota State University School of Architecture and the City of Minot

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

North Dakota State University School of Architecture



Matthew J. Kirkwood  
Program Director  
Associate Professor  
Department of Architecture and Landscape Architecture



October 16, 2015

City of Minot  
515 2nd Avenue SW  
Minot, ND 58702

**Re: Intent to Participate in National Disaster Resilience Competition Project**

This letter is to confirm the mutual intent of both The City of Minot and SCAPE Landscape Architecture to collaborate and enter into a partnership, 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 described in The City of Minot's CDBG-NDR application.

SCAPE is a dynamic, leading-edge landscape architecture and urban design studio committed to the innovative, creative design and construction of the joint urban-natural environment. The studio is comprised of 19 professionals with expertise in landscape architecture, urban design, and planning. We work across and in-between disciplines of science, engineering, planning, and design to merge design expertise with ecology, hydrology, and policy towards a synthetic, sustainable approach to the design and management of the urban landscape. Our approach is to understand and enhance connections between ecological systems and public infrastructures to create dynamic environments in concert with long-term, phased strategies for implementation. We have expertise in bridging concept and construction and have developed a reputation for large-scale conceptual landscape strategy alongside the design and material detailing of landscape elements. SCAPE is an international leader in resilient design, and works to integrate practical and achievable solutions for every waterfront project for which it is engaged. SCAPE was part of the team that developed the Coastal Protection Strategy for the NYC EDC for Post-Sandy Resiliency Planning presented in the groundbreaking SIRR Report. SCAPE led a team for the HUD Rebuild by Design Competition, working throughout the region to integrate innovative water based design with community-driven strategies. In 2014, the SCAPE project *Living Breakwaters for the South Shore of Staten Island* was a winner of this competition, with \$60M awarded to the State of New York for Implementation, and was also a winner of the Buckminster

Fuller Challenge, "Socially-Responsible Design's Highest Award." In 2015, *Living Breakwaters* received both the National Planning Achievement Award for Environmental Planning, and the ACEC NY Engineering Excellence Award. SCAPE is currently leading the design team further developing the project for implementation for the New York Governor's Office of Storm Recovery.

Following the award of CDBG-NDR funds to the City of Minot, SCAPE intends to work with the city and their other partners to implement their Flood Risk Reduction and Resilient Neighborhoods Projects. Final scope and fee for the services shall be determined at a future date. SCAPE anticipates that the work with the City and its partners will include development and implementation of landscape strategies for resilient open space including providing resilience planning support for regional and local flood storage / landscape projects and providing planning and landscape design services for local resilient landscape design projects including the Riverfront Greenway and riparian restoration project that will provide flood storage, ecosystem enhancement and educational opportunities for Minot's youth. SCAPE expects to provide resiliency planning, site planning, urban design, and landscape architectural services for the planning and design of the three Resilient Neighborhood activities with a focus on siting and landscape/urban design of the downtown neighborhood and Minot State University Neighborhoods and Buy-in Neighborhoods for all described in the project approach. It is understood that SCAPE will work in collaboration with the City's other partners, including local landscape architects and architects who may serve as the architect or landscape architects of record on the project.

It is understood that this is letter is only an expression of our intent to participate in the CDBG-NDR program with Minot, ND, should CDBG-NDR funds be awarded. A contractual agreement detailing the terms and conditions of the proposed partnership must be executed prior to proceeding with services.

Sincerely,

A handwritten signature in black ink, reading "Elena Brescia". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Elena Brescia, RLA

Partner

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN the City of Minot**  
**AND**  
**Dr. Adnan Akyuz, North Dakota Climatologist**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 19<sup>th</sup> day of Oct., 2015 by and between the City of Minot (herein called the "Applicant") and Dr. Adnan Akyuz, based at North Dakota State University (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 sub-recipient 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      *Dr. Adnan Akyuz will partner with the City of Minot by providing insights and a more robust understanding of the impacts of climate change in North Dakota,*

*especially in regard to how climate change may affect flood control and agriculture in Minot and the surrounding area. Dr. Akyuz may further assist the City in reviewing NDRC projects to better assess how climate change may affect these projects in the future.*

**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:

*Dr. Adnan Akyuz will work with the City of Minot to provide scientific review and insights related to the effects of climate change in the Souris River basin region.*

**C. Staffing**

*N/A*

**III. BUDGET**

*The City of Minot and Dr. Adnan Akyuz will develop a more detailed scope and budget breakdown once the NDRC award is provided to the City. For purposes of this initial partnership agreement, the City, subject to the NDRC final award, anticipates an initial budget with Dr. Akyuz of \$25,000 which may be revised based on the final projects awarded through the NDRC program.*

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.

# **VIII. 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

By [Signature]

Attest [Signature]  
ASSISTANT CITY CLERK

Countersigned: [Signature]  
FINANCE OFFICER

Dr. Adnan Akyuz

By [Signature] 10/19/15  
Title State Climatologist, ND

By Cindy K. Hemphill  
Title Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # 45-6002126

[Signature]  
CITY ATTORNEY OR LEGAL COUNSEL

AFFIRMATIVE ACTION APPROVAL

[Signature]  
CONTRACT COMPLIANCE SUPERVISOR

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN the City of Minot**  
**AND**  
**Assiniboine River Basin Initiative**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 20<sup>th</sup> day of October, 2015 by and between the City of Minot (herein called the "Applicant") and the Assiniboine River Basin Initiative (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     *The Assiniboine River Basin Initiative will partner with the City of Minot by assisting the City with bi-national flood protection and water management strategies.*



**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:

*The Assiniboine River Basin Initiative will work with the City of Minot to complete its proposed tasks within the time frame specified for CDBG-NDR activities.*

**C. Staffing**

N/A

**III. BUDGET**

*City of Minot will pay the amount of \$20,000 (using non-NDRC funds) to the Assiniboine River Basin Initiative for assisting with bi-national flood protection and water management strategies. Note that the original proposed budget may be adjusted should HUD award less than the amount requested in the application.*

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.

**IV. SPECIAL CONDITIONS**

N/A

**V. 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.

**VI. 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.

**VII. 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.

**VIII. 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

Assiniboine River Basin Initiative

By [Signature]

By Wanda McTadyen

Title: Executive Director

Attest [Signature]  
ASSISTANT CITY CLERK

Countersigned: [Signature]  
FINANCE OFFICER

By Cindy K. Hemphill  
Title Finance Director

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

**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 20<sup>th</sup> 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 Cindy K Hemphill  
Title Finance Director

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

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN the City of Minot**  
**AND**  
**CDM Smith, Inc.**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 12th day of October, 2015 by and between the City of Minot (herein called the “Applicant”) and CDM Smith, 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      *CDM Smith will partner with the City of Minot to perform CDBG-NDR grant administration, development of flood protection, redevelopment, and affordable*



*housing solutions consistent with the framework provided in the City of Minot's NDRC grant application.*

**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:

*CDM Smith, Inc. will work with the City of Minot to complete the proposed tasks within the time frame specified for CDBG-NDR activities.*

**C. Staffing**

N/A

**III. BUDGET**

*CDM Smith, Inc. will work with the City of Minot to develop a specific budget for the services noted in Section II above when NDRC funds have been awarded and the final scope of the proposed projects has been determined. Note that the original proposed budget may be adjusted should HUD award less than the amount requested in the application.*

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  
By [Signature]

CDM Smith Inc.  
By [Signature]  
Title VICE PRESIDENT

Attest [Signature]  
ASSISTANT CITY CLERK

Countersigned: [Signature]  
FINANCE OFFICER

By Cindy K. Hemphill  
Title Finance Director

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



**Appendix D  
PARTNERSHIP AGREEMENT  
BETWEEN the City of Minot  
AND  
EAPC Architects  
FOR**

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

THIS AGREEMENT, entered this eighth day of October, 2015 by and between the City of Minot (herein called the "Applicant") and EAPC Architects (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** *EAPC Architects will partner with the City of Minot to provide architectural design services, including green building techniques, for the following projects, consistent with the framework provided in the City of Minot's NDRC grant application:*

- *Minot State University downtown Arts Program center*
- *Minot State University Dakota College Center for Technical Education*
- *Other NDRC projects as assigned*

**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:

*EAPC Architects will work with the City of Minot to complete the proposed tasks within the time frame specified for CDBG-NDR activities.*

**C. Staffing**

*N/A*

**III. BUDGET**

*EAPC Architects and the City of Minot will develop a more detailed scope and budget breakdown once the NDRC award has been provided to the City of Minot. For purposes of this initial partnership agreement, the City of Minot, subject to NDRC award funding, anticipates an initial budget with EAPC Architects of \$100,000, which may be revised based on the final projects awarded through the NDRC program.*

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.

By [Signature]  
City of Minot

By [Signature]  
EAPC Architects  
Title President/CEO

Attest [Signature]  
ASSISTANT CITY CLERK

Countersigned: [Signature]  
FINANCE OFFICER

By [Signature]  
Title Finance Director

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

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN the City of Minot**  
**AND**  
**Essential Living Inc.**  
**FOR**

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

THIS AGREEMENT, entered this 14<sup>th</sup> day of October, 2015 by and between the City of Minot (herein called the "Applicant") and Essential Living 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      *Essential Living 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. Essential Living LLC 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:

*Essential Living 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**

*Essential Living 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 14 2015

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

City of Minot	Essential Living Inc.
By <u>[Signature]</u>	By <u>[Signature]</u>
	Title <u>President</u>
Attest <u>[Signature]</u>	
ASSISTANT CITY CLERK	
Countersigned: <u>[Signature]</u>	By <u>Cindy K Hemphill</u>
FINANCE OFFICER	Title <u>Finance Director</u>

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

Appendix D  
**PARTNERSHIP AGREEMENT  
BETWEEN the City of Minot  
AND  
KLJ  
FOR**

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

THIS AGREEMENT, entered this 13<sup>th</sup> day of OCTOBER, 2015 by and between the City of Minot (herein called the "Applicant") and KLJ (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      *KLJ will partner with the City of Minot to provide site planning and landscape design services for the following projects, consistent with the framework provided in the City of Minot's NDRC grant application.*

- *New affordable housing neighborhoods*
- *Downtown public gathering space*
- *Riverfront greenway*

**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:

*KLJ will work with the City of Minot to complete the proposed tasks within the time frame specified for CDBG-NDR activities.*

**C. Staffing**

*N/A*

**III. BUDGET**

*KLJ and the City of Minot will develop a more detailed scope and budget breakdown once the NDRC award has been provided to the City of Minot. For purposes of this initial partnership agreement, the City of Minot, subject to NDRC award funding, anticipates an initial budget with KLJ of \$85,000 that will be revised based on the final projects awarded through the NDRC program.*

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 13, 2015

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

City of Minot	KLJ
By <u>[Signature]</u>	By <u>W. A. B.</u>
	Title <u>PRACTICE AREA LEADER</u>
Attest <u>[Signature]</u>	
ASSISTANT CITY CLERK	
Countersigned: <u>[Signature]</u>	By <u>Cindy K Hemphill</u>
FINANCE OFFICER	Title <u>Finance Director</u>

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

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN the City of Minot**  
**AND**  
**Minot Housing Authority**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 12<sup>th</sup> day of October, 2015 by and between the City of Minot (herein called the "Applicant") and Minot Housing Authority (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      *Minot Housing Authority will partner with the City of Minot, using funding from the NDRC competition and other affordable housing resources, to work with*

*Beyond Shelter, Inc. to develop and manage additional affordable housing in Minot and Ward County for seniors, families, and special needs populations.*

**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:

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

**C. Staffing**

*N/A*

**III. BUDGET**

*The Minot Housing Authority will work with the City of Minot to develop a specific budget for affordable housing developments once NDRC funding has been awarded and the final scope of the affordable housing development activities have been determined. Note that the original proposed budget may be adjusted should HUD award less than the amount requested in the application.*

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 12, 2015

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

City of Minot  
By [Signature]

Minot Housing Authority  
By [Signature]  
Title Executive Director

Attest [Signature]  
ASSISTANT CITY CLERK

Countersigned: [Signature]  
FINANCE OFFICER

By Cindy K Hemphill  
Title Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # 45-6002124

[Signature]  
CITY ATTORNEY OR LEGAL COUNSEL

AFFIRMATIVE ACTION APPROVAL

N/A  
CONTRACT COMPLIANCE SUPERVISOR



**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN the City of Minot**  
**AND**  
**Minot State University**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 15<sup>th</sup> day of OCTOBER, 2015 by and between the City of Minot (herein called the "Applicant") and Minot State University (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 sub-recipient 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      *Subject to North Dakota State Board of Higher Education and ND legislative approvals, Minot State University (MSU) and Dakota College at Bottineau (DCB) intend to partner with the City of Minot, using funding from the NDRC*

*competition and other sources, to operate and manage the Center for Technical Education; subject to the same necessary approvals, MSU also intends to partner with the City of Minot, using funding from the NDRC competition and other sources, to operate and manage the MSU Arts Facility proposed for downtown Minot.*

Activity #2     *The MSU Foundation intends to partner with the City of Minot, using funding from the NDRC competition and other sources, to facilitate the development and management of affordable student 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:

*MSU (and DCB) will work with the City of Minot to complete Activities 1 and 2, described above, within the timeframe specified for CDBG-NDR activities.*

**C. Staffing**

*N/A*

**III. BUDGET**

*Minot State University, as an agency of the North Dakota University System, will provide their expertise to the City of Minot without additional remuneration.*

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 10-15-15

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

City of Minot  
By [Signature]

Minot State University  
By [Signature]  
Title PRESIDENT

Attest [Signature]  
ASSISTANT CITY CLERK

Countersigned: [Signature]  
FINANCE OFFICER

By Cindy K. Hemphill  
Title Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # 45-6002124

[Signature]  
CITY ATTORNEY OR LEGAL COUNSEL

AFFIRMATIVE ACTION APPROVAL

N/A  
CONTRACT COMPLIANCE SUPERVISOR

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN the City of Minot**  
**AND**  
**North Dakota State University Dept. of Architecture and Landscape Architecture**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 19<sup>th</sup> day of October, 2015 by and between the City of Minot (herein called the "Applicant") and North Dakota State University Dept. of Architecture and Landscape Architecture (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      *North Dakota State University's Department of Architecture and Landscape Architecture will partner with the City of Minot, using funding from the NDRC*

*competition and other resources, to review the affordable housing plan book, standard specifications, and site plans for the proposed new neighborhoods.*

Activity #2 *North Dakota State University's Dept. of Architecture and Landscape Architecture will partner with the City of Minot, using funding from the NDRC competition and other resources, to develop applicable design standards and will provide additional consultation as needed.*

**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:

*North Dakota State University's Department of Architecture and Landscape Architecture will work with the City of Minot to complete Activities 1 and 2 described above within the time frame specified for CDBG-NDR activities.*

**C. Staffing**

*Matthew Kirkwood, Associate Professor of Landscape Architecture, Program Director  
Dominic Fischer, Assistant Professor of Landscape Architecture  
Cindy Urness, Professor of Architecture, Program Director  
David Bertolini, Professor of Architecture, Department Chair*

**III. BUDGET**

*North Dakota State University's Department of Architecture and Landscape Architecture and the City of Minot will develop a more detailed scope and budget breakdown once the NDRC award has been provided to the City of Minot. For purposes of this initial partnership agreement, the City of Minot, subject to NDRC award funding, anticipates an initial budget with NDSU Department of Architecture and Landscape Architecture of \$75,000 that will be revised based on the final projects awarded through the NDRC program.*

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 10-19-2015

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

City of Minot

North Dakota State University  
Dept. of Architecture and Landscape Architecture

By [Signature]

By Matthew Kirkwood

Title Program Director

Attest [Signature]  
ASSISTANT CITY CLERK

Countersigned: [Signature]  
FINANCE OFFICER

By Cindy K Homphill

Title Finance Director

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

**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN the City of Minot**  
**AND**  
**SCAPE Landscape Architecture PLLC**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 14th day of October, 2015 by and between the City of Minot (herein called the "Applicant") and SCAPE Landscape Architecture PLLC (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 consistent with the professional standards of skill and care ordinarily exercised by landscape architects performing similar design services, in the same locale as the Project under similar circumstances and conditions and without any express or implied warranties 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 *SCAPE Landscape Architecture PLLC will assist the City of Minot and the CDM Smith program manager in the planning and design of the affordable neighborhoods program and the Riverfront Greenway and eco-restoration project.*

### **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:

*SCAPE Landscape Architecture PLLC will work with the City of Minot to complete the proposed tasks within the time frame specified for CDBG-NDR activities.*

### **C. Staffing**

*N/A*

## **III. BUDGET**

*SCAPE Landscape Architecture PLLC and the City of Minot will develop a more detailed scope and budget breakdown once the NDRC award has been provided to the City of Minot. For purposes of this initial partnership agreement, the City of Minot, subject to NDRC award funding, anticipates an initial budget with SCAPE Landscape Architecture PLLC of \$100,000 that will be revised based on the final projects awarded through the NDRC program.*

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 Oct 19, 2015

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

City of Minot

SCAPE Landscape Architecture PLLC

By [Signature]

By Elena Brescia  
Elena Brescia, RLA, ASLA  
Title Partner

Attest [Signature]  
ASSISTANT CITY CLERK

Countersigned: [Signature]  
FINANCE OFFICER

By Cindy K Hemphill  
Title Finance Director

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