



**TO:** ALL PLANHOLDERS OF RECORD

**RE:** RFP 25P-FI-219 Banking Services, Custody and Safekeeping

**FROM:** Airis Schweninger, Procurement Specialist

**PAGE(S):** 12, including this cover sheet

**DATE:** September 26, 2025

Transmitted herewith is an Addendum to the solicitation listed above. If the Addendum is **not** received in full, please contact the Procurement Office at (907) 793-3000. If all pages of the Addendum are received, please sign this sheet and email it back to CIHA's Procurement Department at [Procurement@cookinlethousing.org](mailto:Procurement@cookinlethousing.org).

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Company's Name

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Company's Representative

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Date

RFP 25P-FI-219 Banking Services, Custody and Safekeeping Addendum No. 3

This document forms a part of and modifies the solicitation as noted below. Respondents must acknowledge receipt of this addendum. Failure to acknowledge receipt of this addendum may subject Respondent to disqualification.

PROJECT: Banking Services, Custody and Safekeeping

FOR: Cook Inlet Housing Authority

The following corrections, clarifications, additions, and/or deletions to the RFP 25P-FI-219 Banking Services, Custody and Safekeeping are hereby made a part of said documents. All other terms and conditions remain the same.

**This Addendum Shall:**

1. Extend the proposal submittal deadline to October 14, 2025.
2. Incorporate the following attachments to RFP 25P-FI-219

**Attachments:**

Attachment D – HUD Depository Agreement 52736-A  
Attachment E – HUD Depository Agreement 52736-B  
Attachment F – Pricing Sheet

**END OF ADDENDUM**

**DEPOSITORY AGREEMENT**  
**U.S. Department of Housing and Urban Development**  
**Office of Public and Indian Housing**

**Banking Accounts**

This **Agreement**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (herein called the “Recipient”), [a [federally recognized or state recognized] Indian tribe; an Indian Housing Authority created under [tribal or state] law; or an entity created under [tribal or state] law providing for housing authorities or housing entities for Indians] and \_\_\_\_\_ (herein called the “Depository”) located at \_\_\_\_\_.

**Witnesseth:**

**Whereas**, the United States Department of Housing and Urban Development (herein called “HUD”) has entered into one or more grant agreements (herein called NAHASDA Grant Agreement”) with the Recipient for the purpose of funding affordable housing activities under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 et seq.) (herein called “NAHASDA”);

**Whereas**, the Recipient may borrow funds for affordable housing activities which HUD guarantees under the Title VI of NAHASDA pursuant to a guarantee contract (herein called “Guarantee Contract”);

**Whereas**, the Recipient may establish an investment account to invest Indian Housing Block Grant funds for the purpose of carrying out affordable housing activities under NAHASDA;

**Whereas**, the Recipient is required to hold funds for investment in an account subject to an agreement in a form prescribed by HUD;

**Whereas**, the Recipient may establish and maintain a separate reserve account only for the purpose of accumulating amounts for administration and planning relating to affordable housing activities under NAHASDA;

**Whereas**, the Recipient may invest funds in a reserve account only in Investments prescribed by HUD subject to an agreement in a form prescribed by HUD;

**Whereas**, the Recipient must ensure that any interest or dividends earned on funds in a reserve account that is deemed non-program income in accordance with 24 C.F.R. § 1000.239 are tracked and accounted for separately from the Indian Housing Block Grant funds deposited in the reserve account;

**Whereas**, the Recipient may only invest in the following (herein collectively called “Investments prescribed by HUD”): obligations of the United States; obligations issued by United States Government sponsored agencies; securities that are guaranteed or insured by the United States; mutual (or other) funds registered with the Securities and Exchange Commission and which invest only in obligations of the United States or securities that are guaranteed or insured by the United States; and

**Whereas**, the Depository desires to perform certain banking services for the Recipient in accordance with the terms of this Agreement.

**Now Therefore**, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The Depository shall ensure that its banking accounts are continuously insured by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or an insurance organization specifically approved by the Secretary of the U.S. Treasury Department under Title 31, CFR, Part 226 (each, a “Federal Insurance Organization”).
2. All monies deposited by the Recipient with the Depository shall be credited to the Recipient in a separate interest bearing deposit or interest bearing accounts, designated: **[enter account name(s) and/or account number(s)]** (herein called the “Accounts”). Any portion of Recipient funds not insured by a Federal Insurance Organization shall be fully (100%) and continuously collateralized with specific and identifiable Investments prescribed by HUD. -The Depository agrees, for the purpose of insuring and guaranteeing any portion of the Recipient’s funds not insured by a Federal Insurance Organization/SIPC, to pledge and, at all times while in custody of such funds, maintain the pledge of collateral security of the classes described, and under the terms and conditions set forth, in paragraph 5 of PIH Notice 96-33, Required HA Cash Management and Investment Policies and Procedures issued June 30, 1997, and extended on August 2, 2002, indefinitely.

The Depository agrees that, in the event of its failure to pay, when due, the whole or any part of the funds deposited in the Account(s), or in the event of the failure for any reason of the Recipient or HUD to receive promptly funds to be transmitted or otherwise handled by the Depository in the performance of its duties under this Agreement, or in the event that the Depository shall otherwise violate or fail to perform any of the terms of this agreement, or in the event of the insolvency of the Depository, or the Depository shall be closed for business by law or by proper corporate action, or in the event that a receiver, or conservator, or liquidator, or any other officer shall be appointed for the purpose of terminating the business of the Depository, HUD, without prior notice or demand, through such agents as it may designate for the purpose, may forthwith redeem or sell the pledged collateral, and any addition thereto or substitution therefore, or any part thereof, at either public or private sale or sales, and apply the proceeds of such redemption or sale or sales, after deducting all necessary or proper expense of such redemption or sale or sales, to the payment of funds deposited in the Account(s) or the repayment of funds received by the Depository for transmission or handling, or both, or any other indebtedness of the Depository to HUD by

reason of this Agreement, any surplus remaining from the proceeds of the redemption or sale or sales of such investments after payment or repayment in full has been made, to be paid to the Depository.

3. Except as stated in paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase Investments prescribed by HUD with monies from the Accounts or to sell the investments, if such order or directive is in writing and signed on behalf of the Recipient by an authorized representative who is designated by resolution of the governing body of Recipient to have such authority. To assist the Depository in its obligation, the Recipient shall furnish the Depository with a certified copy of the resolution.

4. Any investments received for the Recipient or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safekeeping for the Recipient until sold. Interest or dividends on such investments and the proceeds from the sale thereof shall be deposited in the Accounts upon receipt. Where interest or dividends are earned on amounts in reserve accounts, the Recipient must ensure that such amounts may be tracked and accounted for separately from the Indian Housing Block Grant funds deposited in the reserve account. Where such funds cannot be tracked and accounted for separately, such interest and dividends earned on the investment of funds in reserve accounts must be deposited by the Depository in a separate account established for that purpose and shall be held by the Depository as custodian or trustee for the Recipient to ensure that funds with different Federal requirements are not commingled.

5. If the Depository receives written notice from HUD that no withdrawals by the Recipient from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell investments, or permit any withdrawals by the Recipient from the Accounts until the Depository is authorized to do so by written notice from HUD. In addition, upon written demand from HUD, the Depository shall pay to HUD funds from the Accounts, which may be the entire amount in the Accounts. HUD may only demand funds from the account in accordance with the requirements of 24 CFR §1000.532 or, in the event of default, pursuant to the Guarantee Agreement.

6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the NAHASDA Grant Agreement and Guarantee Agreement, and shall be under no duty to investigate or determine whether any actions taken by either the Recipient or HUD in respect of the Accounts are consistent with or are authorized by the NAHASDA Grant Agreement or Guarantee Agreement or whether either the Recipient is in default or noncompliance with the NAHASDA Grant Agreement or Guarantee Agreement. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate, notice, or demand furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed.

7. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the Recipient and HUD. This Agreement may be terminated by either party hereto upon thirty days written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in paragraph 5.
8. HUD is intended to be a third-party beneficiary of this Agreement and certain provisions to this Agreement are for the benefit of HUD and HUD may sue to enforce its provisions and to recover damages for any failure to carry out its terms.
9. The Recipient shall submit a fully executed copy of this Agreement to HUD within 30 business days of the Agreement's execution.
10. The Depository shall promptly notify the Recipient of the deposit or credit of any monies to the Accounts.
11. The provisions of this Agreement may not be modified by either party without the prior written approval of HUD.
12. (For use only in those states that have laws prohibiting the Recipient from implementing paragraph 2.) **NOTE:** Strike paragraph 12 if not applicable.

At no time shall the Recipient's funds in the Accounts be permitted to exceed the amount insured by a Federal Insurance Organization (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the Recipient, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the Recipient, or (b) on behalf of the Recipient, purchase Investments prescribed by HUD. Such investments shall not be considered to be a part of the Accounts pursuant to paragraph 5 hereof but shall be held by the Depository as custodian or trustee for the Recipient in a separate account established for that purpose by the Depository (herein the "Investments Account").

The Investments Account shall be designated: **[enter account name and/or account number]**.

Income or other proceeds from investments held in a separate Investments Account shall, as directed by the Recipient, upon receipt, be paid to or on behalf of the Recipient; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this section, be deposited in the Account. If the Depository receives written notice from HUD pursuant to paragraph 4 hereof that no withdrawals by the Recipient from the Account are to be permitted, the Depository shall not honor any directive from the Recipient to sell investments, or permit any withdrawals by the Recipient, from the Investments Account until

the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Account and the Investments Account, the Depository, except as directed in writing from HUD, shall not remit any payment to the Recipient for the purpose of limiting the amount of funds in the Account to the insured amount but shall instead purchase Investments prescribed by HUD and hold such investments in the Investments Account.

13. For purposes of notification or submission of this Agreement or other documentation to HUD, HUD shall be the Area Office of Native American Programs to which the recipient submitted its Indian Housing Plan pursuant to 24 CFR § 1000.214.

**In Witness Whereof**, the Recipient and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

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

Title: \_\_\_\_\_  
Authorized representative

[SEAL]  
ATTEST:  
\_\_\_\_\_

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

Title: \_\_\_\_\_  
[SEAL]  
ATTEST:

Public reporting burden for the collection of information is estimated to average 15 minutes. This includes the time for collecting, reviewing, and reporting the data. Response to this request for information is required in order to receive the benefits to be derived. The information is used to allow Indian Housing Block Grant (IHBG) recipients to invest IHBG funds in eligible instruments with bankers. The information requested is not confidential, as explained at 5 CFR 1320.8(b)(3). This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**DEPOSITORY AGREEMENT**  
**U.S. Department of Housing and Urban Development**  
**Office of Public and Indian Housing**

**Brokers/Dealers**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between \_\_\_\_\_ (herein called the  
“Recipient”), [a [federally recognized or state recognized] Indian tribe; an Indian Housing  
Authority created under [tribal or state] law; or an entity created under [tribal or state] law  
providing for housing authorities or housing entities for Indians] and  
\_\_\_\_\_ (herein called the “Broker/Dealer”)  
located at \_\_\_\_\_.

**Witnesseth:**

**Whereas**, the United States Department of Housing and Urban Development (herein  
called “HUD”) has entered into one or more grant agreements (herein called NAHASDA  
Grant Agreement”) with the Recipient for the purpose of funding affordable housing  
activities under the Native American Housing Assistance and Self-Determination Act of  
1996 (25 U.S.C. 4101 et seq.) (herein called “NAHASDA”);

**Whereas**, the Recipient may borrow funds for affordable housing activities which HUD  
guarantees under the Title VI of NAHASDA pursuant to a guarantee contract (herein  
called “Guarantee Contract”);

**Whereas**, the Recipient may invest Indian Housing Block Grant funds in Investments prescribed by  
HUD through an insured Broker/Dealer for the purpose of carrying out affordable housing activities  
under NAHASDA;

**Whereas**, the Recipient is required to hold funds for investment in an account subject to an  
agreement in a form prescribed by HUD;

**Whereas**, the Recipient may establish and maintain a separate reserve account only for the purpose  
of accumulating amounts for administration and planning relating to affordable housing activities  
under NAHASDA;

**Whereas**, the Recipient may invest funds in a reserve account only in Investments prescribed by  
HUD subject to an agreement in a form prescribed by HUD;

**Whereas**, the Recipient must ensure that any interest or dividends earned on funds in a reserve  
account that is deemed non-program income in accordance with 24 C.F.R. § 1000.239 are tracked



and accounted for separately from the Indian Housing Block Grant funds deposited in the reserve account;

**Whereas**, the Recipient may only invest in the following (herein collectively called “Investments prescribed by HUD”): obligations of the United States; obligations issued by United States Government sponsored agencies; securities that are guaranteed or insured by the United States; mutual (or other) funds registered with the Securities and Exchange Commission and which invest only in obligations of the United States or securities that are guaranteed or insured by the United States.

**Whereas**, the Broker/Dealer warrants and represents that it is registered as a broker-dealer under the Securities Exchange Act of 1934 (15 U.S.C. 78a et seq.) with the Securities and Exchange Commission and shall be a member of the Securities Investor Protection Corporation (SIPC); and

**Whereas**, the Broker-Dealer desires to perform certain brokerage services for the Recipient in accordance with the terms of this Agreement.

**Now Therefore**, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Investments prescribed by HUD must be purchased through an insured Broker/Dealer who is registered with the Securities and Exchange Commission and is covered by Securities Investor Protection Corporation (SIPC) insurance. The Broker/Dealer shall ensure that its brokerage accounts are continuously insured by the SIPC or an insurance organization specifically approved by the Secretary of the U.S. Treasury Department under Title 31, CFR, Part 226 (each, a Federal Insurance Organization).
2. All monies deposited by the Recipient with the Broker/Dealer shall be credited to the Recipient in a separate interest bearing deposit or interest-bearing accounts, designated: [enter account name(s) and/or accounts number(s)] (herein called the “Accounts”). Any portion of the Recipient’s funds not insured by a Federal Insurance Organization shall be fully (100%) and continuously collateralized with specific and identifiable investments prescribed by HUD. The Broker/Dealer agrees, for the purpose of insuring and guaranteeing any portion of the Recipient’s funds not insured by a Federal Insurance Organization, to pledge and, at all times while in custody of such funds, maintain the pledge of collateral security of the classes described, and under the terms and conditions set forth, in paragraph 5 of PIH Notice 96-33, Required HA Cash Management and Investment Policies and Procedures, issued June 30, 1997, and extended on August 2, 2002, indefinitely.

2a. The Broker/Dealer agrees that, in the event of its failure to pay, when due, the whole or any part of the funds deposited in the Account(s), or in the event of the failure for any reason of the Recipient or HUD to receive promptly funds to be transmitted or otherwise handled by the Broker/Dealer in the performance of its duties under this Agreement, or in the event that the Broker/Dealer shall otherwise violate or fail to perform any of the terms of this agreement, or in the event of the insolvency of the Broker/Dealer, or the Broker/Dealer shall be closed for business by law or by proper corporate action, or in the event that a receiver, or conservator, or liquidator or any other officer shall be appointed for the purpose of terminating the business of the Broker/Dealer, HUD, without prior notice or demand, through such agents as it may designate for the purpose, may forthwith redeem or sell the pledged collateral, and any addition thereto or substitution therefore, or any part thereof, at either public or private sale or sales, and apply the proceeds of such redemption or sale or sales, after deducting all necessary or proper expense of such redemption or sale or sales, to the payment of funds deposited in the Account(s) or the repayment of funds received by the Broker/Dealer for transmission or handling, or both, or any other indebtedness of the Broker/Dealer to HUD by reason of this Agreement, any surplus remaining from the proceeds of the redemption or sale or sales of such investments after payment or repayment in full has been made, to be paid to the Broker/Dealer.

3. Except as stated in paragraph 5, the Broker/Dealer shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase Investments prescribed by HUD with monies from the Accounts or to sell the investments, if such order or directive is in writing and signed on behalf of the Recipient by an authorized representative who is designated by resolution of the governing body of Recipient to have such authority. To assist the Broker/Dealer in its obligation, the Recipient shall furnish the Broker/Dealer with a certified copy of the resolution.

4. Any investments received for the Recipient or investments purchased with the Recipient's funds by the Broker/Dealer with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Broker/Dealer in safekeeping for the Recipient until sold. Dividends, interest, and distributions on such investments and proceeds from the sale thereof shall be used to purchase additional shares or remitted directly to the Recipient. Where Dividends, interest, and distributions are earned from the Recipient's funds in reserve accounts, the Recipient must ensure that such amounts may be tracked and accounted for separately from the Indian Housing Block Grant funds deposited in the reserve account. Where such funds cannot be tracked and accounted for separately, such Dividends, interest, and distributions earned on the investment of funds in reserve accounts must be either remitted directly to the Recipient, or shall be held by the Broker/Dealer in safekeeping for the Recipient until sold to ensure that funds with different Federal requirements are not commingled.

5. Notwithstanding any other provision of this Agreement to the contrary, if the Broker/Dealer receives written notice from HUD that no withdrawals by the Recipient from the Accounts are to be permitted, the Broker/Dealer shall not honor any check or other order to pay from the Accounts or directive to purchase or sell investments, or permit any withdrawals by the Recipient until the Broker/Dealer is authorized to do so by written notice from HUD. In addition, upon written demand from HUD, the Broker/Dealer shall pay to HUD funds from the Accounts, which may be the entire amount in the Accounts. HUD may only demand funds in accordance with the requirements of 24 CFR §1000.532 or if timely payment is not made on the note or other obligation in accordance with the Guarantee Contract.

6. The Broker/Dealer is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the NAHASDA Grant Agreement and Guarantee Contract, and shall be under no duty to investigate or determine whether any actions taken by either the Recipient or HUD are consistent with or are authorized by the NAHASDA Grant Agreement or Guarantee Contract or whether either the Recipient is in default or noncompliance with the NAHASDA Grant Agreement or Guarantee Contract. The Broker/Dealer shall be fully justified in accepting and acting on, without investigation, any certificate, notice, or demand furnished to it pursuant to the provisions of this Agreement and which the Broker/Dealer shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed.

7. The rights and duties of the Broker/Dealer under this Agreement shall not be transferred or assigned by the Broker/Dealer without the prior written approval of the Recipient and HUD. This Agreement may be terminated by either party hereto upon thirty days written notice to the other party, and HUD. The rights and duties of the Broker/Dealer hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Broker/Dealer is required to refuse to permit withdrawals from the Accounts as provided in paragraph 5.

8. HUD is intended to be a third-party beneficiary of this Agreement and certain provisions of this Agreement are for the benefit of HUD and HUD may sue to enforce its provisions and to recover damages for failure to carry out its terms.

9. The Recipient shall submit a fully executed copy of this Agreement to HUD within 30 business days of the Agreement's execution.

10. The Broker/Dealer shall promptly notify the Recipient of the deposit or credit of any monies to the Accounts.

11. The provisions of this Agreement may not be modified by either party without the prior written approval of HUD.

12. For purposes of notification or submission of this Agreement or other documentation to HUD, HUD shall be the Area Office of Native American Programs to which the recipient submitted its Indian Housing Plan pursuant to 24 CFR § 1000.214.

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**In Witness Whereof**, the Recipient and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

Recipient

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized representative

[SEAL]  
ATTEST:

\_\_\_\_\_

Broker/Dealer

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized representative

[SEAL]  
ATTEST:

\_\_\_\_\_

Public reporting burden for the collection of information is estimated to average 15 minutes. This includes the time for collecting, reviewing, and reporting the data. Response to this request for information is required in order to receive the benefits to be derived. The information is used to allow Indian Housing Block Grant (IHBG) recipients to invest IHBG funds in eligible instruments with brokers. The information requested is not confidential, as explained at 5 CFR 1320.8(b)(3). This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.