

**COOPERATIVE FUNDING AGREEMENT  
FAIR HOUSING IMPLEMENTATION COUNCIL  
July 1, 2020 – June 30, 2025**

**THIS COOPERATIVE FUNDING AGREEMENT (“Agreement”)** is between Anoka County HRA, Carver County CDA, Dakota County CDA, Hennepin County, Ramsey County, Scott County CDA, Washington County CDA, the City of Bloomington, the City of Eden Prairie, the City of Minneapolis, the City of Plymouth, the City of St. Paul, the City of Woodbury (collectively referred to as the “Jurisdictions”), with the Metropolitan Council as a funding partner and with Dakota County CDA serving as contract manager and fiscal agent. The period of the Agreement is from July 1, 2020 through June 30, 2025 and is intended to run concurrently with the period covered by each Jurisdiction’s Consolidated Plan.

**WHEREAS**, each constituent member of the Jurisdictions is a grantee of certain federal funding from the U.S. Department of Housing and Urban Development (“HUD”), or is acting on behalf of one or more federal grantees that is required to submit a Consolidated Plan to HUD and/or a certification that it will affirmatively further fair housing by assuming the responsibility of fair housing planning; and

**WHEREAS**, the Jurisdictions formed the Fair Housing Implementation Council (“FHIC”) to facilitate and initiate implementation of affirmative activities having metro-wide significance identified in regional Analyses of impediments to fair housing choice (“AI”) and the related Fair Housing Action Guide; and

**WHEREAS**, Dakota County CDA has agreed to serve as contract manager and fiscal agent for work to be contracted with funds provided through this Agreement to implement actions approved by the FHIC to address impediments to fair housing in the seven-county metropolitan area; and

**WHEREAS**, the FHIC has and will continue to fund actions to implement recommendations to mitigate impediments to fair housing identified in AIs; and

**WHEREAS**, each Jurisdiction is willing to contribute funds in amounts estimated annually in conjunction with each Jurisdiction’s Annual Action Plan and described below in “Jurisdiction Contributions and Payment Method” to implement regional fair housing actions.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the Jurisdictions agree as follows:

**Jurisdiction Contributions and Payment Method**

Each Jurisdiction agrees to provide an agreed upon annual fiscal year contribution as determined by the individual Jurisdiction. It is expressly understood between the parties that the annual contributions are contingent upon HUD’s authorization of grant monies to the Jurisdictions

Annual Action Plans. The estimated contributions of funds by each Jurisdiction under the Agreement for the 2020-2025 Fiscal Years is shown in **Exhibit A**, attached. Contributions for 2020 will be used for contracted services from July 1, 2020 through June 30, 2021. Contributions for 2021 will be used for contracted services from July 1, 2021 through June 30, 2022, following the same procedure in subsequent years. Dakota County will invoice Jurisdictions for contracted services and payment of eligible costs limited to the amount needed to pay such costs. Jurisdictions will remit funds to Dakota County CDA within 60 days of receipt of the invoice. Funds will be placed in escrow and upon FHIC approval of contracts, paid by Dakota County CDA to the contractor(s).

### **Fair Housing Implementation Council Responsibilities**

In addition to Dakota County CDA acting as the fiscal agent, each Jurisdiction shall designate a staff person to serve on the FHIC, which will oversee the implementation of the project(s) awarded funds pursuant to this Agreement including: developing and writing the Requests for Proposals (“RFPs”) to address impediments to fair housing; evaluate RFP responses; select contractors and notify applicants who are not selected; negotiate contract provisions with the contractors; monitor and review contractor performance; and recommend to the fiscal agent that payment be made to contractors upon satisfactory completion of work.

### **Dakota County CDA Responsibilities as Contract Manager and Fiscal Agent**

In consultation with the FHIC, Dakota County CDA will issue one or more Requests for Proposals, as required, for work to be described in a “Scope of Work” document, which will be developed by the FHIC. Dakota County CDA is responsible for: publishing RFPs as appropriate; entering into contracts to address impediments to fair housing on behalf of the Jurisdictions; making payments to contractors on behalf of the Jurisdictions upon receipt from the FHIC of its recommendations that contractors be paid for satisfactory performance; and ensuring that contracts comply with, and all payments are made according to, applicable federal and state laws, regulations, and circulars. The Dakota County CDA staff person designated to serve on the FHIC will serve as liaison between the contractor(s) and the Jurisdictions.

### **Report Ownership and Use**

Each participating Jurisdiction shall jointly own any reports, materials or products prepared as a result of the award of funds.

### **Indemnification**

Each Jurisdiction agrees to hold harmless and indemnify Dakota County CDA, its officials, agents, and employees, from any liability, loss, or damages it may suffer or incur as the result of demands, claims, judgments, or cost arising from Dakota County CDA’s performance of its obligations under this Agreement, except for any liability, loss, or damages arising from Dakota County CDA’s willful misconduct. This provision shall not be construed nor operate as a waiver by any Jurisdiction of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

## **Agreement Execution, Term, Termination and Amendment**

This Agreement may be signed in counterpart, each of which constitutes an original, but all of which together constitute one instrument. The Agreement is effective on the date when all parties have signed this Agreement. This Agreement shall terminate on June 30, 2025 or on the date upon which final payments have been made to contractors for eligible work, as determined by the FHIC, whichever is later. This Agreement may be amended by written agreement of the parties' authorized representatives.

Jurisdictions retain the right to opt-out of this Agreement, at any time beyond the current fiscal year, upon written notice to all parties, in the event federal program changes and/or the availability of funds affects feasibility of the program as determined by the Jurisdiction in its sole discretion.

## **Electronic signatures**

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Dakota County CDA**  
(serving as contract manager and fiscal agent)

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

Name (print): Tony Schertler

Title: Executive Director

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

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Anoka County HRA**

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

Name (print): \_\_\_\_\_

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

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

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**City of Bloomington**

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

Name (print): \_\_\_\_\_

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

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

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Carver County CDA**

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

Name (print): \_\_\_\_\_

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

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

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**City of Eden Prairie**

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

Name (print): \_\_\_\_\_

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

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

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Hennepin County**

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

Name (print): \_\_\_\_\_

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

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

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**City of Minneapolis**

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

Name (print): \_\_\_\_\_  
Title: Finance Officer  
Date: \_\_\_\_\_

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

Name (print): \_\_\_\_\_  
Title: Assistant Director, Procurement  
Date: \_\_\_\_\_

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

Name (print): \_\_\_\_\_  
Title: Director, Procurement  
Date: \_\_\_\_\_

Department Head Responsible  
for Monitoring Contract:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Assistant City Attorney

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**City of Plymouth**

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

Name (print): \_\_\_\_\_

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

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

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Ramsey County**

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

Name (print): \_\_\_\_\_

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

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

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**City of Saint Paul**

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

Name (print): \_\_\_\_\_

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

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

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Scott County CDA**

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

Name (print): \_\_\_\_\_

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

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

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Washington County CDA**

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

Name (print): \_\_\_\_\_

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

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

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**City of Woodbury**

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

Name: Anne W. Burt

Title: Mayor

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

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

Name: Clinton P. Gridley

Title: City Administrator

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

Approved as to Form:

\_\_\_\_\_  
Woodbury City Attorney

**IN WITNESS WHEREOF**, the constituent members of the Jurisdictions have caused this Agreement to be executed by their duly authorized representatives.

**Metropolitan Council**

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

Name (print): \_\_\_\_\_

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

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

## EXHIBIT A

### Estimated Contributions to FHIC – FY 2020-2025

FHIC Contributing Member Jurisdictions	2021 Contribution	2022 Contribution	2023 Contribution	2024 Contribution	2025 Contribution	Total Anticipated Funding (Up to and not exceeding for the contract period)
Anoka County	4,000	4,000	4,000	4,000	4,000	<b>20,000</b>
Bloomington	5,000	5,000	5,000	5,000	5,000	<b>25,000</b>
Carver County CDA*	2,000	2,000	2,000	2,000	2,000	<b>10,000</b>
Dakota County CDA	4,000	4,000	4,000	4,000	6,000	<b>22,000</b>
Eden Prairie	2,000	2,000	2,000	2,000	2,000	<b>10,000</b>
Hennepin County	10,000	10,000	10,000	10,000	10,000	<b>50,000</b>
Minneapolis	5,000	5,000	5,000	5,000	5,000	<b>25,000</b>
Plymouth	2,500	2,500	2,500	2,500	2,500	<b>12,500</b>
Ramsey County	3,000	3,000	3,000	3,000	3,000	<b>15,000</b>
Saint Paul	5,000	5,000	5,000	5,000	5,000	<b>25,000</b>
Scott County CDA*	3,000	3,000	3,000	3,000	5,000	<b>17,000</b>
Washington County CDA	3,000	3,000	3,000	3,000	5,000	<b>17,000</b>
Woodbury	1,500	1,500	1,500	1,500	5,000	<b>11,000</b>
Metropolitan Council*	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<b><u>50,000</u></b>
<b>TOTAL</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	

\*Non-Entitlement jurisdictions and others are contributing to and are included in FHIC activities.