

**COOPERATIVE FUNDING AGREEMENT
FAIR HOUSING IMPLEMENTATION COUNCIL
FY 2012-2015**

THIS COOPERATIVE FUNDING AGREEMENT (“Agreement”) is between Anoka County HRA, Dakota County, Hennepin County, Ramsey County, Washington County, the City of Coon Rapids, the City of Minneapolis, the City of St. Paul, the City of Woodbury (collectively referred to as the “Jurisdictions”), and the Metropolitan Council with Ramsey County serving as contract manager and fiscal agent. The period of the Agreement is from July 1, 2012 through June 30, 2015.

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 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 certain activities having metro-wide significance identified in the Regional Analysis of Impediments to Fair Housing and the related Fair Housing Action Guide; and

WHEREAS, Ramsey County 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 approved actions to implement recommendations in the 2009 Regional Analysis of Impediments to Fair Housing Choice; and

WHEREAS, each Jurisdiction is willing to contribute funds in the amounts 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 up to the maximum identified below. Contributions for 2013 will be used for contracted services from July 1, 2013 through June 30, 2014. Contributions for 2014 will be used for contracted services from July 1, 2014 through June 30, 2015, following the same procedure in subsequent years. Ramsey 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 Ramsey County

within 60 days of receipt of the invoice. Funds will be placed in escrow and upon FHIC approval of contracts, paid by Ramsey County to the contractor(s).

Jurisdiction	2012 Contribution	2013 Contribution	2014 Contribution	Total Anticipated (Up to and not exceeding for the contract period)
Anoka County HRA	3,000	3,000	3,000	9,000
Dakota County	3,750	3,750	3,750	11,250
Hennepin County	10,000	10,000	10,000	30,000
Ramsey County	2,000	2,000	2,000	6,000
Washington County	2,500	2,500	2,500	7,500
City of Coon Rapids	N/A	N/A	N/A	N/A
City of Minneapolis	2,500	2,500	2,500	7,500
City of St. Paul	5,000	5,000	5,000	15,000
City of Woodbury	1,500	1,500	1,500	4,500
Metropolitan Council				
TOTAL	30,250	30,250	30,250	90,750

On or before May 30 of each year this Agreement is in effect Ramsey County will invoice the Jurisdictions for their annual contributions which will be established by the FHIC upon the direction of their governing bodies.. Jurisdictions will remit funds to Ramsey County within 60 days of receipt of the invoice. Funds will be paid by Ramsey County, in its capacity as fiscal agent, for services delivered pursuant to contracts approved by the FHIC.

Fair Housing Implementation Council Responsibilities

Each Jurisdiction shall designate a staff person to serve on the FHIC, which will oversee the implementation of funded project(s) 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.

Ramsey County Responsibilities as Contract Manager and Fiscal Agent

In consultation with the FHIC, Ramsey County 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. Ramsey County is responsible for: issuing RFPs; entering into contracts to address impediments to fair housing on behalf of the FHIC and ensuring that contracts comply with, and all payments are made according to, applicable federal and state laws, regulations, and circulars.

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 Ramsey County, 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 Ramsey County's performance of its obligations under this Agreement, except for any liability, loss, or damages arising from Ramsey County'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.

It is understood and agreed that the liability of the Jurisdictions shall be limited by the provisions of the Municipal Tort Claims Act, Minn. Ch. 466 or other applicable law. Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

Agreement Execution, Term, Termination and Amendment

This Agreement may be signed in counterpart and is effective on the date when all parties have signed this Agreement. This Agreement shall terminate on June 30, 2015 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 authorized representatives of all the parties.

The Remainder of this Page Intentionally Left Blank

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

RAMSEY COUNTY

Rafael Ortega, Chair
Ramsey County Board of Commissioners

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approved as to form:

Assistant County Attorney

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: _____
Cecile Bedor, Director of Saint Paul Planning and
Economic Development Department

Date: September ____, 2012

By: _____
Todd Hurley, Director of Office of Financial Services

APPROVED AS TO FORM

By: _____
Rachel Tierney, Assistant City Attorney