

**JOINT POWERS AGREEMENT
FOR A
MULTI-JURISDICTIONAL EMERGENCY RENTAL ASSISTANCE
LANDLORD APPLICATION PROGRAM**

I. INTRODUCTION AND PURPOSE

- A. The City of Minneapolis, The City of St. Paul, Dakota County, Hennepin County and Ramsey County (each, a “Jurisdiction”, collectively, the “Jurisdictions”), enter into this Joint Powers Agreement (“Agreement”) pursuant to Minnesota Statutes Section 471.59 for the purpose of operating a Multi-Jurisdictional Emergency Rental Assistance Landlord Application Program (“Program”) funded by direct allocations of Emergency Rental Assistance received by the Jurisdictions pursuant to Division N, Title V, Subtitle A, Section 501 of the Consolidated Appropriations Act, 2021, (Pub. L. 116-260) (“ERA Act”), and administered by the United States Department of the Treasury.
- B. Nothing in this Agreement shall be construed as the creation of a new governmental body or a joint board, as that term is used in Minnesota Statutes Section 471.59.

II. OPERATION OF THE PROGRAM

- A. The Jurisdictions shall operate the Program in accordance with the Program Guidelines attached hereto as Exhibit A. Amendments to the Program Guidelines must be approved unanimously by the Jurisdictions.
- B. The Jurisdictions shall operate the Program in accordance with Division N, Title V, Subtitle A, Section 501 of the Consolidated Appropriations Act, 2021, (Pub. L. 116-260) and the Grantee Award Terms for Emergency Rental Assistance attached hereto as Exhibit B, and any regulations issued by the United States Department of the Treasury.
- C. Management of the Program shall be directed by a group comprised of the following staff from each of the Jurisdictions (“Management Team”):
 - a. Minneapolis – Community Planning & Economic Development Director, or their designee.
 - b. St. Paul – Housing Director, or their designee.
 - c. Dakota County – Deputy Director Social Services, or their designee.
 - d. Hennepin County – Housing Development and Finance Manager, or their designee.
 - e. Ramsey County – Director Financial Assistance Services, or their designee.

In the event of a conflict of opinion within the Management Team, decisions shall be made by majority vote.

- D. The Jurisdictions shall allocate funding for use in the Program (each, a “Program Allocation”). Each Jurisdiction’s Program Allocation may only be used to provide Financial Assistance, as that term is described in Subsection (c)(2) of the ERA Act, to eligible households within the geographical boundaries of that Jurisdiction. Further, \$2,756,246.00 of Hennepin County’s Program Allocation shall be used for households within the geographical boundaries of the City of Minneapolis.
- E. Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Jurisdictions will be responsible for its own acts and omissions and those of its officers, agents and employees with respect to any claims, lawsuits, or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this Agreement. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each Jurisdiction is entitled to by law. In accordance with Minnesota Statutes 471.59, for purposes of determining total liability for damages, the Jurisdictions shall be considered a single governmental unit and the total liability for the Jurisdictions shall not exceed the limits on governmental liability for a single governmental unit as specified in section Minnesota Statutes Section 466.04, subdivision 1.
- F. The Jurisdictions agree that government data created pursuant to the Program will be treated and shared in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and any other applicable data privacy laws. Staff from all Jurisdictions shall have access to government data created pursuant to the Program, but only to the extent necessary to carry out the Program.

III. WITHDRAWAL, TERMINATION, AND AMENDMENT

- A. A Jurisdiction may withdraw from the Program and this Agreement for any reason by providing written notice to the Jurisdictions. Within twenty-four hours after said notice has been provided, the Program will stop processing applications for households whose only potential source of funding is that Jurisdiction’s Financial Assistance. Within fourteen days after said notice has been provided, all approved applications will be paid and all Administrative Costs will be calculated. Following final payment of Administrative Costs, any remaining funds from the Jurisdiction’s Program Allocation will be returned to the Jurisdiction.
- B. This Agreement shall terminate ninety (90) days after the earlier of (1) the date on which all funding allocated to the program has been exhausted by the Program, returned and/or released to the Jurisdictions, or recaptured by the federal government; or (2) December 31, 2021. Upon termination, any remaining funds from the Jurisdictions’ Program Allocation will be returned to the Jurisdictions.
- C. This Agreement may be amended at any time by written agreement of all of the Jurisdictions.

D. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Jurisdictions shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CITY OF MINNEAPOLIS

By: _____

Finance Officer

Director of Procurement

Assistant Director of Procurement

RESPONSIBLE DEPARTMENT HEAD:

CPED Director

Date

APPROVED AS TO FORM:

Assistant City Attorney

Date

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor/Deputy Mayor

By: _____
Its Director, Office of Financial
Services

APPROVED AS TO FORM

Assistant City Attorney

DAKOTA COUNTY

By: _____
Its Board Chair, Mary Liz Holberg

Date: _____

APPROVED AS TO FORM

By: _____
G Paul Beaumaster, Assistant County Attorney

Date: _____

Reviewed for Agency by
the County Attorney's Office:

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
Assistant County Administrator

Date: _____

RAMSEY COUNTY, MINNESOTA

By: _____
Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

By: _____
Janet Guthrie, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Tina Curry, Director
Financial Assistance Services Department

Alex Kotze, Chief Financial Officer
Finance Department

Approved as to form:

Stacey D'Andrea, Assistant County Attorney

EXHIBIT A

Program Guidelines Multi-Jurisdictional Emergency Rental Assistance Landlord Application Program

This Program Guide is for the Multi-Jurisdictional Emergency Rental Assistance Landlord Application program for low-income residents of the Cities of Minneapolis and Saint Paul and the Counties of Dakota, Hennepin, and Ramsey in response to COVID-19 emergency.

Eligible Households

As provided under Section 501 of the Consolidated Appropriations Act of 2021, the following requirements shall be used to determine household eligibility:

Residency: Households must be renting a housing unit or room located within the Cities of Minneapolis and Saint Paul and the Counties of Dakota, Hennepin, and Ramsey as of the date of application.

Income: Households must have a gross annual household income at or below 80% of Area median income (AMI). Household income may be reported as 2020 income or monthly income at the time of application.

- If reported as monthly income, income eligibility must be re-determined every 3 months for the duration of assistance in order to issue additional payments.

Demonstration of Financial Impact: At least one member of the household must meet one of the following criteria:

- Qualified for unemployment benefits;
- Experienced a reduction in household income directly or indirectly due to COVID-19;
- Incurred significant costs directly or indirectly due to COVID-19; or
- Experienced other financial hardship directly or indirectly due to COVID-19.

Risk of Homelessness & Housing Instability: At least one member of the household must be at risk of experiencing homelessness or housing insecurity as demonstrated by:

- Past due utility or rent notice or eviction notices;
- Unsafe or unhealthy living conditions; or
- Other evidence of such risk, as determined by Program staff.

Household Eligibility Exception

To the extent feasible, any rental assistance provided to an eligible household under this program shall not be duplicative of any other Federally funded rental assistance provided to such household.

Application Prioritization

Review of application shall be prioritized by the following:

- Household income at or below 50% of AMI;
- Households where one or more individuals have been unemployed at least 90 days at time of application; and/or
- Other priorities as determined by Joint Powers group or as required by Treasury.

Landlord Eligibility

Landlords applying for assistance through the ERA program shall agree to provide assistance to households broadly and without discrimination, including households with disabilities and non-English speaking households.

Eligible Expenses:

Eligible expenses include:

Rent: Up to 12 months with a potential for up to an additional 3 months to ensure housing stability, if funds remain.

- Rental arrears, but not before March 13, 2020
- Up to 3 months of upcoming rent payments
 - Rent must be brought current before upcoming rent payments can be approved
 - Must submit subsequent application for additional funding beyond 3 months of rent
- Late fees as allowed by MN State law (i.e. those included in the lease, not exceeding 8% of rent due, etc.)

Utilities and Home Energy Costs: Up to 12 months with a potential for up to an additional 3 months to ensure housing stability, if funds remain.

- Utilities and home energy costs arrears, but not before March 13, 2020
- Upcoming utilities and home energy costs

Other: Other housing-related expenses incurred, directly or indirectly, due to the COVID-10 outbreak, as defined by the Secretary of the Treasury.

Housing Stability Services and Administrative Costs: (up to 10% of budget)

- Case management
- Other services related to COVID-19 outbreak to help keep households stably housed
- Program administration and staffing
- Needed program technology
- Program marketing
- Language services/translation
- Outreach and technical assistance to landlords with hard-to-serve residents, including language and technology barriers

Landlord Requirements

Prior to payment of assistance, Landlords must agree to the following:

- Provide a W-9 for the rent assistance received;
- Follow any guidance from the Department of Revenue on how to account for this emergency assistance program in provision of Certificates of Rent Paid to tenants;
- Waive any future collection of late fees not reimbursed for the period rent assistance covered. The period for which rent assistance was received may not be material for an eviction;
- Refrain from reporting late payments to credit bureaus for months in which rent assistance was received; and
- Return any duplicated or excess payments to the program administrator.

Payments

Rent: Approved rent payments will be paid directly to the eligible household's landlord.

Utilities:

- Approved payments will be made directly to eligible household's utility provider unless the provider does not agree to accept the payment.
- Direct payments to the eligible household may only be made in cases where the utility company does not agree to accept such payments.

EXHIBIT B

OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: <i>[Recipient to provide]</i>	DUNS Number: <i>[Recipient to provide]</i> Taxpayer Identification Number: <i>[Recipient to provide]</i>
--	---

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Authorized Representative:

Title: *[To be signed by chief executive officer if recipient is a local government.]*

Date signed:

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
 - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Compliance with Applicable Law and Regulations
 - a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.