

**COOPERATIVE FUNDING AGREEMENT  
FAIR HOUSING IMPLEMENTATION COUNCIL  
July 1, 2015 – June 30, 2020**

**THIS COOPERATIVE FUNDING AGREEMENT (“Agreement”)** is between Anoka County HRA, Dakota County, Hennepin County, Ramsey County, Scott County CDA, Washington County, the City of Coon Rapids, the City of Minneapolis, the City of St. Paul, the City of Woodbury, and the Metropolitan Council (collectively referred to as the “Jurisdictions”), with Ramsey County serving as contract manager and fiscal agent. The period of the agreement is from July 1, 2015 through June 30, 2020 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**, 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 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. Contributions for 2015 will be used for contracted services from July 1, 2015 through June 30, 2016. Contributions for 2016 will be used for contracted services from July 1, 2016 through June 30, 2017, 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).

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

In addition to Ramsey County 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.

### **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: 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 Ramsey County 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 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.

### **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 30,2020 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.

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

**Ramsey County**  
(serving as contract manager and fiscal agent)

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.

**Anoka 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.

**Dakota 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.

**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.

**Washington 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 Coon Rapids**

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: \_\_\_\_\_

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

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

**City of St. 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.

**City of Woodbury**

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

Name (Print): \_\_\_\_\_

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

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

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

Name (Print): \_\_\_\_\_

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

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