

JOINT POWERS CONSORTIUM AGREEMENT

THIS AGREEMENT, effective as of the 1st day of October, 2016 (notwithstanding the dates of the signatures of the parties), between and among Anoka County, Dakota County, Ramsey County, Washington County, the City of Coon Rapids, and the City of Woodbury, State of Minnesota, hereinafter referred to jointly as the "Consortium", each being governmental units of the State of Minnesota, and is made pursuant to Minnesota Statutes, Section 471.59.

WITNESSETH:

WHEREAS, Title I of the Cranston-Gonzalez National Affordable Housing Act (the Act), affirms the national goal that every American family be able to afford a decent home in a suitable environment; and,

WHEREAS, Title II of the Act provides for formula allocation of funds among eligible state and local governments; and,

WHEREAS, section 216(2) of the Act, provides for formation of consortia of units of general local government for the purposes of the Act; and,

WHEREAS, the aforementioned counties and communities are jointly geographically contiguous units of general local government and each have sufficient authority and administrative capability to carry out the purposes of the Act; and,

WHEREAS, the HOME Investment Partnerships Program Final Rule 24 of the Code of Federal Regulations (CFR) Part 92 as amended sets forth regulations governing the applicability and use of funds under Title II.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the Agreement, the parties mutually agree to the following terms and conditions.

I. DEFINITIONS

For the purpose of the Agreement, the terms defined in this section have the meanings given to them:

"Consolidated Plan" is a HUD required document. It serves as a planning document for the jurisdiction and a funding application under the Community Planning and Development formula grant programs (CDBG, HOME, ESG, or HOPWA).

"Consortium" means the Cooperating Communities acting pursuant to this agreement.

"Cooperating Communities" means the counties of Anoka, Dakota, Ramsey, and Washington and the cities of Coon Rapids and Woodbury, each of which is a general unit of local government which has executed this cooperation agreement.

"HUD" means the United States Department of Housing and Urban Development.

"Lead Agency" means the one member unit of general local government to act in a representative capacity for all member units of general local government for the purposes of the regulations and providing that the representative member assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR part 92.101, including requirements concerning a Consolidated Plan. The lead agency for the Consortium shall be Dakota County.

"Regulations" means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Part 92 HOME Investment Partnerships Program Final Rule as amended from time to time.

"The Act" means the Cranston-Gonzalez National Affordable Housing Act of 1990.

II. PURPOSE; POWERS TO BE EXERCISED

Each Cooperating Community has determined that it is desirable and in the interests of its citizens to participate in a "consortium" within the provisions of the Act. This Agreement contemplates that identical agreements will be executed between the Cooperating Communities in the State of Minnesota and the execution of this Agreement by the Cooperating Communities will enable the Consortium to qualify under the Act as a "consortium".

This Agreement is to authorize the formation of the Consortium for the purpose of undertaking, or assist in undertaking low and moderate-income housing assistance activities pursuant to the HOME Program as authorized in the Act and the Regulations.

Each of the Cooperating Communities has entered into an agreement pursuant Minnesota Statutes, Section 471.59 authorizing the Cooperating Community to exercise

the powers set forth in Minnesota Statutes, Section 469.001 to 469.047 or 469.090 to 469.1081, any other statute or law, or any other general or special law authorizing the creation of a housing and redevelopment authority or economic development authority, on behalf of one or more housing and redevelopment authorities or economic development authorities for purposes of carrying out this Agreement. The powers to be exercised jointly under this Agreement are those common or substantially similar powers conferred upon the Cooperating Communities and such authorities, by Minnesota Statutes, Sections 469.001 to 469.047 or 469.090 to 469.1081, any other statute or law, or any other general or special law authorizing the creation of a housing and redevelopment authority or economic development authority.

III. TERM OF AGREEMENT

Term. The initial term of this agreement shall be from October 1, 2016, and continue for Federal fiscal years 2017, 2018, and 2019. As required by 24 CFR 92.101(c), no member of the Consortium may withdraw from this agreement while the agreement remains in effect. This agreement must, at a minimum, remain in effect until the HOME funds received during each of the federal fiscal years of the qualification period are expended on eligible activities or returned to HUD.

Dakota County, as lead agency of the Consortium, shall provide a minimum of thirty (30) days advance written notice to each Cooperating Community of the program requirements to be in effect for subsequent qualifying periods. Notice shall be sent to the following:

Anoka County Administrator
Anoka County Government Center – 7th Floor
2100 Third Ave
Anoka, MN 55303

Ramsey County Manager
250 Ramsey County Court House
15 West Kellogg Blvd
St Paul, MN 55102

Coon Rapids City Manager
11155 Robinson Drive
Coon Rapids, MN 55433

Washington County Administration
14949 62nd St No PO Box 6
Stillwater, MN 55082-0006

Dakota County Manager
1590 Highway 55
Hastings, MN 55033

Woodbury City Administrator
8301 Valley Creek Road
Woodbury, MN 55125

Automatic Renewal. This agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. By June 1 the Lead Agency shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Agency shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Agency, and the Lead Agency shall notify the HUD Field Office, by June 15 of the year before the beginning of the new qualification period.

By the June 30 prior to the beginning of each new qualification period, the Lead Agency shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of the agreement will be void if: the Lead Agency fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision; or the Lead Agency fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

Program Year. As required by the Consolidated Plan final rule 24 CFR 91.402(a), all Cooperating Communities must be on the same program year for the HOME program. The Cooperating Communities program year begins July 1 and ends June 30 of the following year.

Termination. Notwithstanding any other provision of this Agreement, this Agreement shall be terminated at the end of any program year during which HUD withdraws its designation of the Cooperating Communities as a Consortium under the Act.

Execution. This Agreement shall be executed by the appropriate officers of each Cooperating Community pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing resolution and executed Agreement shall be filed promptly at the offices of the Lead Agency by June 20, 2016.

IV. METHOD OF ACHIEVING PURPOSE; MANNER OF EXERCISING POWER

Consolidated Plan. The Cooperating Communities hereby agree that they will cooperate as members of a consortium to undertake or assist in undertaking low and moderate income housing assistance activities, and publicly assisted housing as provided in the Act. The purpose of the Consortium is to alleviate housing problems within its jurisdictional boundaries.

The Consortium shall prepare and submit to HUD and appropriate reviewing agencies all necessary applications and a Consolidated Plan, required for funding as a "consortium" under the Act. In preparing a Consolidated Plan, the Consortium shall address the housing needs and goals of the Consortium as developed by the Cooperating Communities and their citizens. The Consortium agrees to fully establish

housing needs, priorities, and goals in the preparation of its Consolidated Plan. The Consortium agrees that it shall establish a reasonable time schedule for the development and submission of the Consolidated Plan.

Each Cooperating Community shall appoint one or more staff members to assist in the preparation of information necessary with respect to that Cooperating Community for the Consolidated Plan.

Lead Agency. Subject to the provisions of this Agreement, Dakota County acting as the lead Agency is authorized to act in a representative capacity for all member units of general local government for the purpose of the Act, and the Lead Agency assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the Act including requirements concerning a Consolidated Plan.

Joint Operating Committee. The Cooperating Communities shall designate one staff member, and may designate one or more alternates to serve in his or her absence, to serve on a joint operating committee. The Joint Operating Committee shall be responsible for review and approval of any project or program for funding under the Act. The Joint Operating Committee may adopt rules for its operation. The Joint Operating Committee must unanimously approve the application submitted to HUD for funding.

Project Selection. It is anticipated by the Consortium that a project funded by monies received from the HOME Program may involve one, some, or all of the Cooperating Communities in the Consortium. Each Cooperating Community is responsible for selecting projects to be funded within its jurisdiction. Each Cooperating Community is also responsible for ensuring that projects selected for HOME Program funding meet all applicable rules, regulations and laws. A project may request and receive HOME funding from more than one Cooperating Community if each Cooperating Community agrees to provide such requested HOME funds. In the event that it is necessary for a Cooperating Community to repay HOME funds, it will be the sole responsibility of the Cooperating Community in whose governmental jurisdiction the HOME project is located to repay the funds in accordance with HUD requirements. The Lead agency is hereby authorized to distribute to the selected projects on behalf of the Consortium such funds as are approved by the Joint Operating Committee.

Contracts. Contracts let and purchases made pursuant to a project under this Agreement shall conform to the requirements applicable to the Cooperating Community undertaking the project as well as to the requirements of the HOME Program.

V. SPECIAL PROVISIONS

Administrative Requirements. All Cooperating Communities will comply with the uniform administrative requirements as described in 92.505.

Related Actions. Nothing in this Agreement shall preclude a municipality within a county from establishing a Housing and Redevelopment Authority pursuant to Minnesota Statutes, Section 469.003. Nothing in this Agreement shall be deemed to create a County Housing and Redevelopment Authority pursuant Minnesota Statutes Section 469.003, Subd. 1-6.

Indemnification. The Cooperating Communities mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of their respective officers, agents, and employees relating to activities conducted by the Cooperating Community under this Agreement, the Act, or the Regulations, up to any applicable statutory limits of tort liability.

Nothing in this agreement shall be construed as a waiver of any statutory limits or exceptions to liability of a Cooperating Community.

Compliance with the Act. In the event that there is a revision of the Act and/or Regulations, which would cause this Agreement to be out of compliance with the Act or Regulations, all parties to the Agreement shall review this Agreement to reasonably and in good faith renegotiate those items necessary to bring the agreement into compliance.

All parties understand that the refusal to renegotiate this Agreement may result in the loss of the effective use of the Agreement as of the date it is out of compliance with the Act and/or Regulations as amended.

Monitoring and Accounting. The Lead Agency shall maintain financial, project, and other records and accounts for the Consortium in accordance with the requirements of the Act and Regulations.

All Cooperating Communities agree to make available all records and accounts with respect to matters covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials.

Each Cooperating Community shall be responsible for its own audit and project monitoring. Each Cooperating Community shall provide to the Lead Agency at its own expense all information with respect to the Cooperating Community and any projects undertaken within its jurisdiction that are required by the Act for reporting purposes.

Other Applicable Laws. All projects undertaken pursuant to this Agreement shall be subject to home rule charter provisions, assessment, planning, zoning, sanitary and building laws, ordinances and regulations applicable to the Cooperating Community or smaller municipality in which the project is situated.

The Cooperating Communities mutually agree to affirmatively further fair housing and take all required actions to comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of the Housing and Community

Development Act of 1974 and with all other applicable requirements of the Act and the Regulations. Nothing in this Article shall be construed to lessen or abrogate the Consortium's responsibility to assume all obligations of an applicant under the Act.

VI. FUNDING; BUDGET

Source and Contribution of Funds. The source of funds for this Agreement shall be the amounts received under the Act by the Consortium and any matching monies contributed by or for a Cooperating Community. In addition, each of the Cooperating Communities shall pay its own staff costs to the extent not provided for under the Act. Any out of pocket costs incurred by the Lead Agency in preparing audits or other reports required by the Act shall be shared by the Cooperating Communities.

Budget and Disbursements. This Agreement shall not require an annual budget other than the monies and funds to be held, applied, disbursed, and accounted for by the Lead Agency as required by the Act and Regulations.

Subrecipient Agreements. The Lead Agency, or its subrecipient administering the HOME Program on behalf of the Lead Agency, shall enter into annual subrecipient agreements with each Cooperating Community. The Subrecipient Agreements shall meet the requirements of a Subrecipient Agreement under the Regulations and shall designate an administrative fee percentage or amount to be paid to the Lead Agency, or to its subrecipient, to effectively carry out the activities of the Lead Agency.

Matching Funds. Unless otherwise agreed as between any two or more members of the Consortium, each Cooperating Community shall provide for the match required with respect to projects to be located within its jurisdiction.

Community Housing Development Organization Funds. Unless otherwise agreed as between any two or more members of the Consortium, each Cooperating Community shall be responsible for committing and spending their proportional share of the required 15% Community Housing Development Organization (CHDO) set aside.

Program Income. Unless otherwise agreed to, Program Income as defined at 24 CFR 92.2 generated by a Cooperating Community will be held by the Lead Agency in an account specific to the Cooperating Community that generated the Program Income. Program Income will be applied against projects being undertaken by the Cooperating Community that generated the Program Income, unless otherwise agreed upon between any two or more members of the Consortium. The Lead Agency may withhold up to 3.5 percent of the Program Income to effectively carry out the activities required of the Lead Agency, to the extent permitted by the Regulations.

Distribution of Assets upon Termination. Upon termination of this Agreement, any property acquired as the result of this Agreement and any surplus monies shall be

disposed of in accordance with the Consolidated Plan and as required by the Act and Regulations.

VII. AMENDMENTS

Except as to the term of this Agreement, this Agreement may be amended by the unanimous consent of the Cooperating Communities at any time.

The Consortium's qualification as a unit of general local government continues for a period of three successive Federal Fiscal Years, until HUD revokes its designation as a participating jurisdiction, or until an urban county or metropolitan city member fails to requalify under the CDBG program, or the Consortium fails to receive a HOME allocation for the first Federal Fiscal Year of the Consortium's qualification period and does not request to be considered to receive a HOME allocation in each of the subsequent two years. During the period of qualification, additional units of general local government may join the Consortium, but no included unit of general local government or metropolitan city may withdraw from the Consortium.

The Lead Agency is authorized to execute amendments to this Agreement to add new members or for other reasons approved by HUD on behalf of the entire consortium, unless otherwise specified in this agreement. The Lead Agency may permit the addition of one or more general units of local government to the Consortium, provided that the governing body of such unit of local government has adopted a resolution authorizing the unit to become part of the Consortium, such unit has executed an addendum to this Agreement agreeing to be bound by its terms, and the Lead Agency has determined that the addition of such unit is authorized by the Act and will not prevent the Consortium from qualifying as a Consortium under the Act.

IN WITNESS WHEREOF, Anoka County, Dakota County, Ramsey County, Washington County, the City of Coon Rapids, and the City of Woodbury, have each caused this Agreement to be executed on its behalf by their duly authorized representatives and have caused their official seals, if any, to be affixed hereto, all as of the day and year first above written.

Dated this _____ day of _____, 2016

ANOKA COUNTY

BY _____

ITS _____

BY _____

ITS _____

APPROVED AS TO FORM:

Assistant County Attorney

Execution Page of Anoka County for the
Joint Powers Consortium Agreement
with
The Cooperating Communities of Anoka County, Dakota County, Ramsey County,
Washington County, the City of Coon Rapids and the City of Woodbury

Dated this _____ day of _____, 2016

DAKOTA COUNTY

BY _____

ITS _____

ATTESTED BY _____

ITS _____

APPROVED AS TO FORM:

Assistant County Attorney

Execution Page of Dakota County for the
Joint Powers Consortium Agreement
with
The Cooperating Communities of Anoka County, Dakota County, Ramsey County,
Washington County, the City of Coon Rapids and the City of Woodbury

Dated this _____ day of _____, 2016

RAMSEY COUNTY

BY _____

ITS _____

BY _____

ITS _____

APPROVED AS TO FORM:

Assistant County Attorney

Execution Page of Ramsey County for the
Joint Powers Consortium Agreement
with
The Cooperating Communities of Anoka County, Dakota County, Ramsey County,
Washington County, the City of Coon Rapids and the City of Woodbury

Dated this _____ day of _____, 2016

WASHINGTON COUNTY

BY _____

ITS _____

BY _____

ITS _____

APPROVED AS TO FORM:

Assistant County Attorney

Execution Page of Washington County for the
Joint Powers Consortium Agreement
with
The Cooperating Communities of Anoka County, Dakota County, Ramsey County,
Washington County, the City of Coon Rapids and the City of Woodbury

Dated this _____ day of _____, 2016

COON RAPIDS

BY _____

ITS _____

BY _____

ITS _____

APPROVED AS TO FORM:

City Attorney

Execution Page of the City of Coon Rapids for the
Joint Powers Consortium Agreement
with
The Cooperating Communities of Anoka County, Dakota County, Ramsey County,
Washington County, the City of Coon Rapids and the City of Woodbury

Dated this _____ day of _____, 2016

WOODBURY

BY _____

ITS _____

BY _____

ITS _____

APPROVED AS TO FORM:

Execution Page of the City of Woodbury for the
Joint Powers Consortium Agreement
with
The Cooperating Communities of Anoka County, Dakota County, Ramsey County,
Washington County, the City of Coon Rapids and the City of Woodbury