

**COOPERATION AGREEMENT FOR
THE DAKOTA COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

THIS AGREEMENT made and entered into by and between the COUNTY OF DAKOTA, State of Minnesota, hereinafter referred to as "COUNTY" and the CITY OF NORTHFIELD hereinafter referred to as "COOPERATING COMMUNITY", said parties to this Agreement 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 Housing and Community Development Act of 1974, as amended, provides for a program of community development block grants; and

WHEREAS, Dakota County, Minnesota qualifies under said law as an "urban county" eligible to receive community development block grant funds; and

WHEREAS, the County's population, among other factors, is a determinant of the eligibility of the County and the amount of resources which may be made available to the County to undertake activities under the afore-referenced law; and

WHEREAS, part 570, Chapter V of the Title 24 of the Code of Federal Regulations set forth regulations governing the applicability and use of funds under Title I; and

WHEREAS, Section 570.105, titled "qualifications as urban county" provides that computation of the County's population may include persons residing in "unincorporated areas" and in "its included parts of general local government with which it has entered into cooperative agreements to undertake or to assist in the undertaking of essential activities pursuant to community development block grants;" and

WHEREAS, it is in the interest of the Cooperating Community to have its population counted together with other municipalities of Dakota County who similarly agree.

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

I. DEFINITIONS

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

- A. "The Act" means the Housing and Community Development Act of 1974, Title I, of Public Law 93-383, as amended (42 USC 5301 *et seq.*)
- B. "Regulations" means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Part 570.
- C. "HUD" means the United States Department of Housing and Urban Development.
- D. "Cooperating Community" means any city or township in Dakota County which has entered into a cooperative agreement which is identical to this agreement.
- E. "Dakota County CDA" means the Dakota County Community Development Agency which will provide administrative services for the County under this program.

F. "Essential Community Development and Housing Assistance Activities" means community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.

The definitions contained in 42 USC 5302 of the Act and 24 CFR 570.3 of the Regulations are incorporated herein by reference and made a part hereof.

II. PURPOSE

The Cooperating Community and the County have determined that it is desirable and in the interests of its citizens that the County qualifies as an urban county within the provisions of the Act. This Agreement contemplates that identical agreements will be executed between the County and other cities and townships in Dakota County and such numbers will enable the County to so qualify under the Act.

The purpose of this Agreement is to authorize the County to cooperate with the Cooperating Community to undertake, or assist in undertaking, community renewal and lower income housing assistance activities pursuant to community development block grants as authorized in the Act and the Regulations.

III. TERM OF AGREEMENT

The term of this Agreement is for a period commencing on the effective first day of Federal Fiscal Year 2017, and terminating no sooner than the end of Federal Fiscal Year 2019. This Agreement is extended automatically for each subsequent three-year program period unless written notice of termination to be effective at the end of the current three-year program is given by the County to the Cooperating Community or by the Cooperating Community to the County following the same schedule as the "opt out" notification requirements as established by HUD. A copy of such written notice of termination, if given by either party, shall be provided to the appropriate office of the U.S. Department of Housing and Urban Development (HUD). The County shall provide written notification to the Cooperating Community of the Community's right to "opt out" and terminate this Agreement at least thirty (30) days prior to the "opt out" date.

This Agreement shall remain in effect until the Community Development Block Grant, HOME Investment Partnership Program funds, and Emergency Solutions Grant (ESG), and program income received with respect to activities carried out during the three-year qualification period (and any successive qualification periods) are expended and the funded activities completed, and that the County and Cooperating Community cannot terminate or withdraw from the cooperation agreement while it remains in effect. 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 Dakota County as an Urban County under the Act.

IV. METHOD

The Cooperating Community hereby agrees that it will undertake, or assist in undertaking, essential community development and housing assistance activities as described in Section I of this Agreement. The County shall prepare and submit to HUD and appropriate reviewing agencies, all necessary applications for basic grant amount under the Act. In making the application, the County shall address the goals and needs of County as developed in meetings between the Cooperating Community, its citizens and the County, and also address the Act and other relevant Minnesota and/or Federal statutes and regulations. The parties agree to cooperate fully in establishing priorities and in preparation of the application for a basic grant amount. The Cooperating Community and the County agree that the County shall establish a reasonable time schedule for the development of the grant application.

It is anticipated by the parties that the party ultimately implementing a project funded by monies received from the grant may be either the Cooperating Community, its agent, or the Dakota County CDA. The determination of which party will implement the project will be made by the parties after consideration of the nature and scope of the project, and the ability of each party to undertake the project, though it is understood by the Cooperating Community that the County shall have final responsibility for selecting projects, submitting the Consolidated Plan to HUD, and filing annual grant requests. The County is hereby authorized to distribute to the Cooperating Community such funds as are determined appropriate for the Community to use in implementing a project. Contracts let and purchases made pursuant to a project under this Agreement shall conform to the requirements applicable to the entity undertaking the project.

It is understood by the parties hereto that the County will be entering into an Administrative Services Contract with the Dakota County CDA under which the Dakota County CDA will provide those administrative services necessary to carry out obligations of the County under this Cooperation Agreement. The Cooperating Community agrees to cooperate with the Dakota County CDA to the extent necessary to achieve the purposes of this Agreement.

V. SPECIAL PROVISIONS

Nothing in this Agreement shall be construed to prevent or otherwise modify or abrogate the right of the Cooperating Community or the County to submit individual applications for discretionary funds in the event County does not receive designation as an urban county entity under the Act.

The Cooperating Community and the County 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 either under this Agreement, the Act or the Regulations.

In the event that there is a revision of the Act, Regulations, and/or the provisions of the Urban County Qualification Notice in effect at the time of renewal of this Agreement which would make this Agreement out of compliance with the Act, Regulations, or Urban County Qualification Notice, both parties will review this Agreement to renegotiate those items necessary to bring the Agreement into compliance.

Both parties understand and agree that the refusal to renegotiate this Agreement will result in effective termination of the Agreement as of the date it is no longer in compliance with the Act and/or Regulations as amended.

All funds received by the County under the Act shall be deposited in the County treasury.

The Cooperating Community and the County shall maintain financial and other records and accounts in accordance with requirements of the Act and Regulations. Such records and accounts will be in such form as to permit reports required of the County to be prepared therefrom and to permit the tracing of grant funds and program income to final expenditure.

The Cooperating Community and the County 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. Such records shall be retained as provided by law, but in no event for a period of less than three years from the date of completion of any activity funded under the Act or less than three years from the last receipt of program income resulting from activity implementation. The County shall perform all audits of the basic amounts and resulting program income as required under the Act and Regulations.

The parties mutually agree to 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 all other applicable requirements of the Act and Regulations in the use of basic grant amounts. Nothing in this Article shall be construed to lessen or abrogate the County's responsibility to assume all obligations of an applicant under the Act, including the development of applications pursuant to 24 CFR 570.300 et seq.

The parties further agree to take all actions necessary to assure compliance with the County's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. They also agree to assure compliance with section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), the Americans with Disabilities Act of 1990, and other applicable laws. They also agree that the County shall not fund activities in, or in support of, a unit of general local government that does not affirmatively further fair housing within its own jurisdictions or that impedes the County's actions to comply with its fair housing certification.

The parties further agree that pursuant to 24 CFR 570.501 (b), the Cooperating Community is subject to the same requirements applicable to subrecipients, including a written agreement as set forth in 24 CFR 570.503. Such agreements are only entered into when a Cooperating Community chooses to propose a project and actually will receive funds from the County's entitlement allocation.

The parties further agree that the Cooperating Community has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

APPROVED AS TO FORM:



Assistant County Attorney

Date: 7-11-2016

COUNTY OF DAKOTA,
STATE OF MINNESOTA



By: Nancy Schouweiler
Its: Chair of the Board

Date: 7-12-16

Attested By: Jeni Reynolds
Jeni Reynolds
Administrative Coordinator to the Board

CITY OF NORTHFIELD

By: BSM Ben S. Martig

Its: City Administrator

Date: 7-28-16

And: D. S. G. DAVID S. GRAHAM

Its: Mayor

Date: 8-1-16

**SUPPLEMENT TO THE COOPERATION
AGREEMENT FOR THE DAKOTA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT, made and entered into and between the COUNTY OF DAKOTA, State of Minnesota, and the CITY OF NORTHFIELD, (hereinafter "COUNTY" and "COOPERATING COMMUNITY", respectively) said parties to this Agreement each being governmental units of the State of Minnesota, and is made pursuant to Minnesota Statutes Section 471.59.

WITNESSTH:

WHEREAS, Title II of the Cranston – Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12701 et seq. as amended) provides for a program known as the HOME Investment Partnership Program; and,

WHEREAS, Dakota County, Minnesota qualifies under said law as a member of the HOME Consortium formed by Anoka, Dakota, Ramsey and Washington Counties, and the Cities of Coon Rapids in Anoka County and Woodbury in Washington County; and,

WHEREAS, part 92 of Title 24 of the Code of Federal Regulations sets forth regulations governing the applicability and use of funds under Title II; and

WHEREAS, the governing regulations require that units of local government enter into a cooperation agreement with the County for participation in the HOME Program, which shall be the same cooperation agreement participation in the Community Development Block Grant Program;

NOW, THEREFORE, the parties mutually agree to the following terms and conditions.

I. The following terms defined in the Cooperation Agreement for the Dakota County Community Development Block Grant Program shall have the meaning contained herein, in addition to the meaning given in that agreement:

A. "The Act" means the HOME Investment Partnership Act, Title II of the Cranston - Gonzales National Affordable Housing Act, 42 U.S.C. 12701 et seq., as amended.

B. "Regulations" means those regulations found at 24 CFR Part 92, as amended.

II. The Definitions contained in the Act and in the Regulations are incorporated herein by reference and are made a part hereof.

III. The purpose of this Agreement is to authorize the County to cooperate with the Cooperating Community in undertaking, or assisting in undertaking, the activity as authorized in the Act and in the Regulations.

IV. By executing this Agreement, the Cooperating Community understands that it:

A. May not apply for grants from appropriations under the Small Cities or State Community Development Block Grant Programs for fiscal years during the period in which it participates in the County's Community Development Block Grant Program; and,

B. May receive a formula allocation under the HOME Program only through the County, and cannot form a HOME Consortium for participation in the Program except through the County, during the period in which it participates in the County's Community Development Block Grant

Program. This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds, if the State allows.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

APPROVED AS TO FORM:



Assistant County Attorney

Date: 7-11-2016

COUNTY OF DAKOTA,
STATE OF MINNESOTA

By: Nancy Schonwess
Its: Chair of the Board

Date: 7-12-16

Attested By: Jeni Reynolds
Jeni Reynolds
Administrative Coordinator to the Board

CITY OF NORTHFIELD

By: BSM Ben S. Martig

Its: City Administrator

Date: 7-28-16

And: D Dana S. Graham Dana S. Graham

Its: MAYOR

Date: 8-1-16

**SECOND SUPPLEMENT TO THE COOPERATION
AGREEMENT FOR THE DAKOTA COUNTY
COMMUNITY DEVELOPMENTBLOCK GRANT PROGRAM**

THIS AGREEMENT made and entered into by and between the COUNTY OF DAKOTA, State of Minnesota, hereinafter referred to as "COUNTY" and the CITY OF NORTHFIELD, hereinafter referred to as "COOPERATING COMMUNITY", said parties to this Agreement each being governmental units of the State of Minnesota, and is made pursuant to Minnesota Statutes Section 471.59.

WITNESSETH:

WHEREAS, The McKinney-Vento Homeless Assistance Act of 1987, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 provides for the program known as the Emergency Solutions Grant (ESG); and

WHEREAS, the ESG Program supersedes the regulations governing the applicability and use of funds under the Emergency Shelter Grant Program as defined in part 576 of Title 24 of the Code of Federal Regulations; and

WHEREAS, the Secretary has been directed to allocate ESG Program assistance to metropolitan cities, urban counties, and States (for distribution to local governments and private nonprofit organizations in the States); and

WHEREAS, the County of Dakota is defined as an urban county by HUD and is eligible for CDBG, HOME, and ESG funds; and

WHEREAS, assistance provided under the ESG Program may be used for the following activities:

(1) The renovation, major rehabilitation, or conversion of buildings to be used as emergency shelters.

(2) The provision of essential services related to emergency shelter or street outreach, including services concerned with employment, health, education, family support services for homeless youth, substance abuse services, victim services, or mental health services, if

a. such essential services have not been provided by the local government during any part of the immediately preceding 12-month period or the Secretary determines that the local government is in a severe financial deficit; or

b. the use of assistance under this subtitle would complement the provision of those essential services.

(3) Maintenance, operation, insurance, provision of utilities, and provision of furnishings related to emergency shelter.

(4) Provision of rental assistance to provide short-term or medium-term housing to homeless individuals or families or individuals or families at risk of homelessness. Such rental assistance may include tenant-based or project-based rental assistance.

(5) Housing relocation or stabilization services for homeless individuals or families or individuals or families at risk of homelessness, including housing search, mediation or outreach to property owners, legal services, credit repair, providing security or utility deposits, utility payments, rental assistance for a final month at a location, assistance with moving costs, or other activities that are effective at:

- a. stabilizing individuals and families in their current housing; or
- b. quickly moving such individuals and families to other permanent housing; and

WHEREAS, the governing regulations require that units of local government enter into a Cooperation Agreement with the County for participation in the ESG Program, which shall be the same Cooperation Agreement participation in the Community Development Block Grant Program.

NOW, THEREFORE, the parties mutually agree to the following terms and conditions.

I. DEFINITIONS

The following terms defined in the Cooperation Agreement for the Dakota County Community Development Block Grant Program shall have the meaning contained herein, in addition to the meaning given in that Agreement:

- A. "ESG" – Originally known as the Emergency Shelter Grant Program and now means Emergency Solutions Grant Program.
- B. "Secretary" - The term means the Secretary of Housing and Urban Development.
- C. "Urban County" – The term means any county within a metropolitan area which
 - i. is authorized under State law to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government; and
 - ii. either--
 1. has a population of 200,000 or more (excluding the population of metropolitan cities therein) and has a combined population of 100,000 or more (excluding the population of metropolitan cities therein) in such unincorporated areas and in its included units of general local government (and in the case of counties having a combined population of less than 200,000, the areas and units of general local government must include the areas and units of general local government which in the aggregate have the preponderance of the persons of low and moderate income who reside in the county)
 - a. in which it has authority to undertake essential community development and housing assistance activities and which do not elect to have their population excluded, or
 - b. with which it has entered into cooperation agreements to undertake or to assist in the undertaking of essential community development and housing assistance activities; or
 2. has a population in excess of 100,000, a population density of at least 5,000 persons per square mile, and contains within its boundaries no incorporated places as defined by the United States Bureau of the Census.

II. PURPOSE

The purpose of this Second Supplement to the Cooperation Agreement is to authorize the County to cooperate with the Cooperating Community in undertaking, or assisting in undertaking, the ESG Program to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.

III. METHOD

By executing this Second Supplement to the Cooperation Agreement, the Cooperating Community understands that it is a participant in the ESG program and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

APPROVED AS TO FORM:



Assistant County Attorney

Date: 7-11-2016

COUNTY OF DAKOTA,
STATE OF MINNESOTA

By: Nancy J. Showers
Its: Chair of the Board

Date: 7-12-16

Attested By: Jeni Reynolds
Jeni Reynolds
Administrative Coordinator to the Board

CITY OF NORTHFIELD

By: BSM Ben S. Martig

Its: City Administrator

Date: 7-28-16

And: D. S. G. DANA S. GRAHAM

Its: Mayor

Date: 8-1-16