

Office Use Only:

Application Number: _____

County File Number: _____

**GRANT AGREEMENT for
Ramsey County Financial Assistance Services Landlord Assistance Program Fund**

This Agreement is between Ramsey County through its Financial Assistance Services Department, 160 East Kellogg Blvd, Saint Paul, MN 55101 (“County”) and _____ (“Grantee”) whose primary business address is _____

WHEREAS, the Ramsey County Board of Commissioners has approved the disbursement of funds it has received under the Federal CARES Act for use **Ramsey County Financial Assistance Services Landlord Assistance Program Fund** and

WHEREAS, Grantee has made an application for an award and has been selected for funding in accordance with program requirements and the terms of this Agreement; and

WHEREAS, County has determined that Grantee meets the requirements to receive an award of funding.

Now therefore, the County and Grantee agree as follows:

1. GRANTEE ELIGIBILITY

By entering into this Grant Agreement, Grantee certifies that it is the owner, as of March 1, 2020, of the various parcels of real property enumerated in the Application (the “Property (s)”), and that Grantee meets the Grant Requirements for each of the Properties.

2. GRANTEE REQUIREMENTS AND CERTIFICATIONS

Grantee acknowledges the following “Grant Requirements”:

- a. Grantee shall provide an itemized and documented list of eligible costs incurred as a result of the COVID-19 pandemic, as more fully described in **Exhibit A**, (the “Application”) which is attached and made a part of this Agreement.
- b. Grantee shall provide a W-9 to the County’s agent.
- c. Grantee shall execute a Landlord Estoppel Certificate in substantially the form attached as **Exhibit B**, which is attached and made a part of this Agreement, for the benefit of the tenant(s) of each unit for which the Grantee receives assistance, affirming the continuation of all terms of the lease and waiving any claim for the unpaid rent and/or associated charges identified in Grantee’s grant application for the applicable unit. Grantee shall make the Landlord Estoppel Certificates available to the County upon request.
- d. Grantee shall not begin any eviction proceedings for any rent within 60 days from the date rent was due within the last month for which assistance was provided. This Agreement may

be used as evidence of payment of rent should the Grantee attempt to collect these payments from the existing tenants identified in the Grantee's application. A material breach of this Agreement may result in the County seeking repayment of the grant.

- e. Grantee agrees that County may provide written verification of any grant funds to the tenant(s) aided by the CARES funds under this Agreement.
- f. Grantee shall waive the right to collect rent and late fees from the tenant(s) for the months for which Ramsey County Landlord Assistance Program funds was applied and awarded.
- g. Grantee affirms that the award and payment of grant funds are subject to the sole and absolute discretion of the County without recourse.
- h. Grantee agrees that its name, business name, and total grant award amount is classified as public government data and may be made public by Ramsey County and any documentation provided to Ramsey County will be subject to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act, and any other applicable law.

Grantee acknowledges that the source of funds for this Grant Agreement are federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Coronavirus Relief Funds provided to Ramsey County and approved for disbursement as Landlord Assistance Program grants. Grantee acknowledges that this grant may be subject to federal and state taxes.

Grantee further certifies that as of the date this Agreement is signed, all the following are true and correct:

- i. Primary lease holders on the Application have not paid rent due a COVID-19 related issue.
- j. Application for unpaid rent and late fees includes a timeline no earlier than March 1, 2020.
- k. Grantee has owned the Property since _____ (DATE) and still owns the Property as of the date of the Application. Ownership documentation for each rental unit was included in the application. Acceptable proof of ownership documents include, but are not limited, to a copy of the deed to the Property [Properties], a copy of the mortgage, or proof of homeowner's/hazard insurance from the most recent year.
- l. All or units on the Application are being used for residential use.
- m. Grantee certifies it has not already received COVID-19 relief funds in the form of a grant or forgivable loan exceeding \$20,000 per unit for the properties/units in the application. Furthermore, I certify that in the future I will not accept any grant/funds from the County, other community agencies, and/or State agencies that will cause the total of funds received for the units at this Property [these Properties] to exceed more than \$20,000 per unit in COVID-19 relief funds for the remainder of 2020.
- n. All property taxes and current installments of levied special assessments on the Property [Properties] are paid and up to date.
- o. Each of the rental units for which CARES funds are being requested is up to code and meet federal, state, and local health and standards and guidelines.
- p. Meets all of the eligibility requirements to receive CARES funding under the Ramsey County Financial Assistance Services Landlord Assistance Program.

Grantee affirms all information that has been submitted or will be submitted to County is correct and that the documented costs have not nor will not be reimbursed through any other federal, state or local funding source.

3. TERM AND AMOUNT OF GRANT

This Agreement is in effect from the date that County and Grantee have both signed it, and ends on December 30, 2020. Grantee must complete all grant requirements listed below ("Grant Requirements") within the term. This Agreement may terminate earlier if Grantee completes the Grant Requirements before the term.

The total amount of this grant is \$ _____ Dollars ("Grant Funds"- **to be filled out by the County**). The Grant Funds will be used to cover the eligible costs enumerated in **Exhibit A**.

4. GRANT DISBURSEMENT

County or its agent shall pay Grant Funds directly to Grantee within ten (10) business days of a fully executed Grant Agreement.

5. INDEPENDENT CONTRACTOR

Grantee is responsible for selecting the means, method, and manner of performing Grant Requirements, if any. This Agreement does not create or establish the relationship of a partnership or a joint venture between the County and Grantee. Grantee is not acting as the agent, representative, or employee of the County for any purpose. Grantee is and shall remain an independent contractor under this Agreement.

6. NON-DISCRIMINATION

Grantee shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION

Grantee shall defend, indemnify, and hold harmless the County, their present and former officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, demands for repayment or expenses, including attorney's fees, resulting directly or indirectly from any fraudulent act or use of Grant Funds for nonauthorized purposes by the Grantee, a subcontractor, anyone directly or indirectly employed by Grantee, and/or anyone for whose acts and/or omissions Grantee may be liable in the performance of this Agreement.

8. DATA PRIVACY AND SECURITY

Grantee, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. The County will abide by Minnesota Statutes §13.48 on award data which provides that, "Financial data on business entities submitted to a government entity for the purpose of presenting awards to business entities for achievements in business development or performance are private data on

individuals or nonpublic data.” Other data containing information which would give an advantage to competitors may be also labeled trade secret. The County does not guarantee that a state or federal court will not make a determination that the data, either financial, trade secret or otherwise, is public and require release of that data. Grantee shall promptly notify County if Grantee becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “financial data” or “trade secret” by Grantee does not necessarily make the data protected as such under any applicable law.

9. RECORDS – AVAILABILITY/ACCESS AND RIGHT TO AUDIT

Grantee must keep all records related to this Agreement and the grant for six years after this Agreement ends. If needed, Grantee must allow County, the State Auditor, or any of their authorized representatives (which may include other independent financial analysts) (collectively, “Auditors”) access to documentation related to this Agreement and the grant. Grantee must allow the Auditors to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other data, which are pertinent to Grantee’s accounting practices and procedures, and involve transactions relating to this Agreement.

10. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

Grantee is not allowed to assign, transfer, pledge, or subcontract this Agreement or grant funds whether in whole or in part without the consent of County via a written amendment.

11. MERGER, MODIFICATION AND SEVERABILITY

- a. This is the entire Agreement between County and Grantee, and it supersedes any oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- b. Only written alterations, variations or modifications of the provisions of this Agreement will be valid.
- c. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

12. DEFAULT AND CANCELLATION/TERMINATION

- a. If Grantee fails to perform any of the provisions of this Agreement, Grantee will be in default. “Default” by Grantee includes providing false, misleading or incomplete information in documents submitted to County or documented in Exhibit A; or failing to use Grant Funds exclusively for eligible costs. County may excuse Grantee’s default in writing. If County does not excuse Grantee’s default County may immediately cancel or terminate this Agreement in its entirety, and may demand repayment in full of the Grant

Funds. Additionally, County may delay payment to Grantee if Grantee fails to comply with the terms of this Agreement until Grantee comes into compliance.

- b. Regardless of any contrary provisions in this Agreement, Grantee is liable to County for damages sustained by County by virtue of any breach of this Agreement by Grantee. County will give Grantee written notice of the claimed breach and the amount of the claimed damage. Once written notice is given, County may withhold any payments to Grantee for the purpose of set-off until such time as the exact amount of damages due County from Grantee is determined. Following notice from the County of the claimed breach and damage, Grantee and County must attempt to resolve the dispute in good faith.
- c. The above remedies shall be in addition to any other right or remedy available to County under this Agreement, law, statute, rule, and/or equity.
- d. If County does not insist upon strict performance of any provision or to exercise any right under this Agreement, that lack of insistence does not mean that County has given up its right to have Grantee strictly perform its obligations of this Agreement. If County agrees in writing to give up strict performance by Grantee in one instance, that written consent is not a general waiver, and does not mean that County has given up its rights throughout the entire term of the Agreement.
- e. If this Agreement expires or is cancelled or terminated for any reason by either party, County will not be obligated to provide any other payments to Grantee, except for payments that were due prior to expiration, cancellation, or termination of this Agreement.
- f. Upon written notice to Grantee, County may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) Ramsey County does not obtain anticipated funding from the federal government for this grant; (ii) funding for this grant from an the federal government is withdrawn, frozen, shut down, is otherwise made unavailable; or (iii) Ramsey County loses the outside funding for any other reason.

13. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: GRANT REQUIREMENTS; INDEPENDENT CONTRACTOR; INDEMNIFICATION; DUTY TO NOTIFY; DATA PRIVACY AND SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

14. GRANT ADMINISTRATION

Financial Assistance Services Department (“Grant Administrator”), shall manage this Agreement and any subsequent audit thereof on behalf of County and serve as liaison between County and Grantee.

_____(Name, Phone, email) shall manage the agreement on behalf of Grantee. Grantee may replace such person but shall immediately give written notice to County of the name, phone number and email address of such substitute person and of any other subsequent substitute person.

15. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- a. Grantee must comply with all applicable federal, state and local statutes, funding sources, regulations, rules and ordinances currently in force or later enacted.

- b. Grantee certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.
- c. Because the source or partial source of funds for payment under this Agreement is from federal or state monies or from a federal, state or other grant source, Grantee is bound by and shall comply with applicable law, rules, regulations, applicable documentation or other directives relating to the source and utilization of such funds including but not limited to applying for Grant Funds that have been or will be reimbursed under any federal, county or state program.

16. CONFLICT OF INTEREST

Grantee affirms that to the best of Grantee's knowledge, Grantee's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. If Grantee learns of any conflict or potential conflict of interest, Grantee must immediately notify the County of the conflict or potential conflict. Unless County consents, a conflict or potential conflict may, in County's discretion, be cause for cancellation or termination of this Agreement.

17. SIGNATURES/EXECUTION

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of such party. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together constitutes but one and the same instrument.

18. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Ramsey, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Ramsey County

By: _____

Printed: Ryan O'Connor or Authorized Designee _____

Title: County Manager or Authorized Designee _____

Date: _____, 2020

GRANTEE

GRANTEE Name _____

The Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____ (signature)

Printed: _____

Title: _____

Date: _____, 2020