

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY
FOR FAMILY VOUCHER PROGRAM ADMINISTRATION SERVICES**

PARTIES

The parties to this Agreement are the County of Dakota (County), a political subdivision of the State of Minnesota, and the Dakota County Community Development Agency (CDA), (collectively referred to as "the parties.") This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

RECITALS

WHEREAS, the County desires to engage the CDA to provide Rental Assistance Administration for the Family Voucher Program, which is funded by the State and Local Affordable Housing Aid (SAHA and LAHA), and the CDA desires to serve in this role; and

WHEREAS, this Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

ACCORDINGLY, the parties agree:

AGREEMENT

1. GENERAL PROVISIONS.

- 1.1. Cooperation. The parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement, and to in good faith, undertake resolution of any dispute in an equitable and timely manner.
- 1.2. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the CDA uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The CDA, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Agreement. If the County receives a report of non-compliance with this provision, it will share the report with the CDA, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify the CDA of the findings of the investigation and any required remedial actions by the CDA. The CDA shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Agreement in accordance with this Agreement. The CDA shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

2. TERM.

This Agreement is effective on January 1, 2026 ("Effective Date") and expires on December 31, 2027, or when all Services have been satisfactorily performed and final payment is made, whichever occurs first, unless earlier terminated under the provisions herein or by law.

3. CDA'S OBLIGATIONS.

- 3.1. General Description. The CDA shall provide the services generally described as Rental Assistance Administration for the Family Voucher Program (the "Services"). Services shall be provided in accordance with the criteria set out in Exhibit 1, Service Grid, which specifically describes the Services to be provided.
- 3.2. Conformance to Specifications. The CDA represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Agreement.

3.3. Eligible Clients. Services shall be provided to clients who are designated or referred by the County and determined eligible as set out in Exhibit 1, Service Grid.

3.4. Reports/Evaluations.

- A. The CDA shall maintain a complete set of financial and eligibility records for this program based on standards established by regulation and applicable laws and policy.
- B. The CDA's accounting procedures and internal financial controls shall conform to generally accepted accounting practices, including adequate internal controls to assure that: 1) a clearly defined audit trail is available; 2) there is proper classification of expenditures; 3) every cost is allocable to service funds to the extent of benefits received by the service program; and 4) every expenditure has proper documentation on file (i.e., signed time sheets, invoices, cancelled checks).
- C. The County's procedures for monitoring and evaluating the CDA's performance under the terms of this Agreement may include, but are not limited to, on-site visits to the CDA's premises or job site; review of the CDA's financial, statistical and program records; and review of reports and data supplied by the CDA at the County's request. To assist the County in its obligation to evaluate and monitor the CDA's performance the CDA shall allow County personnel access to the CDA's premises or the job site and records, shall maintain a bookkeeping system which reflects all revenue received from the County and all costs incurred in the performance of this Agreement, and shall, upon reasonable notice, meet with County staff to assist the County in the evaluation of the Services, and upon request, provide the County with verification of all services provided.
- D. The CDA shall furnish the County with information regarding any revenue received for program costs. In the event the CDA hereafter receives revenue other than from this Agreement, and such revenue is used to provide any or all of the Services or to pay its employees, volunteers, and permitted subcontractors (collectively, "personnel") for their time allocated to providing the Services, then that revenue shall be deducted from the amount to which the CDA would otherwise be entitled under this Agreement. The CDA further agrees to return any or all such excess payment to the County within sixty (60) calendar days of a request. Upon reasonable notice, the CDA shall meet with County staff to assist the County in evaluation of services.
- E. The CDA shall maintain and upon request furnish the County with program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration of services. The CDA shall maintain a bookkeeping system which sufficiently and properly reflects all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- F. The CDA shall provide reports required by the County as outlined in Exhibit 1, Service Grid, or as the County may, from time to time, reasonably require.

3.5. Information about Personnel.

- A. Qualifications. The CDA shall provide the County with such information regarding the qualifications of its personnel to verify that present and subsequent Services are being rendered by competent, trained, and properly licensed or certified individuals.
- B. Background Investigation. If County staff determine that the CDA or any of the CDA's personnel will interact with County clients in performing the Services, the CDA shall comply with the following, and failure to do so may result in termination of the Agreement:

The CDA shall require that all personnel who provide Services pursuant to this Agreement undergo a criminal background check before providing any Services. The CDA agrees to perform such criminal background checks, at its sole expense, and to provide the results thereof to the County upon request.

The CDA further agrees that it shall have an ongoing responsibility to notify the County Liaison of any information obtained because of the criminal background check or from other sources that are necessary for the County to ensure that personnel who may pose a security risk do not gain access to individuals served pursuant to this Agreement or to the County's assets or secured areas.

3.6. Ability to Perform. The CDA shall maintain personnel, facilities, and equipment necessary to perform under this Agreement. The CDA shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Agreement. The County shall determine whether such inability requires amendment or termination of this Agreement. No Notice of Default is required to terminate under this Section.

3.7. Changes in Policies or Personnel. The County may terminate this Agreement by providing ten (10) calendar days' Notice if the CDA makes or proposes significant changes in policies or staffing.

4. PAYMENT.

4.1. Total Cost. County will pay the CDA a total amount not to exceed One Million Two Hundred and Twenty Five Thousand Dollars (\$1,225,000) ("Agreement Maximum"). The Agreement Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.

4.2. Payment Rates. The County shall pay for Services as set out in the schedule attached as Exhibit 2, Payment & Budget.

4.3. Invoices & Time of Payment. The CDA shall invoice the County, and the County shall issue payments, in accordance with Exhibit 2, Payment & Budget.

4.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the CDA on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the CDA.

4.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than ninety (90) calendar days after the date that the invoiced Services were performed.

4.6. Payment for Unauthorized Claims.

- A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
- B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Agreement or during the pendency of an audit or inspection.
- C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the CDA pursuant to the time period for payment after receipt of an invoice.
- D. The County may offset any overpayment or disallowance of claim by reducing future payments.

5. COMPLIANCE WITH LAWS/STANDARDS.

5.1. General. the CDA shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the CDA is responsible. Any violation of this Section is a material breach of this Agreement. No Notice of Default is required to terminate under this Section.

- 5.2. Revision of Laws. In the event that there is a revision of law, standards, or orders which makes performance of the Agreement or any portion thereof unlawful, all parties will review the Agreement and renegotiate those items, if possible, that are necessary to bring the Agreement into compliance with the law. Refusal to renegotiate within seven (7) calendar days of a request to bring the Agreement into compliance shall be cause for termination of this Agreement as of the date when the Agreement is out of compliance.
- 5.3. Governing Law & Venue. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 5.4. Licenses. At its own expense, the CDA shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Agreement. the CDA shall furnish copies of the above to the County upon request. the CDA shall provide Notice to the County of any changes in the above within five (5) calendar days of the change. Any violation of this Section is a material breach of this Agreement. No Notice of Default is required to terminate under this Section.

6. INDEPENDENT CONTRACTOR STATUS.

The CDA is an independent contractor. Nothing in this Agreement is intended to create an employer and employee relationship between the County and the CDA. The CDA is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. The CDA also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the CDA, and that it is the CDA's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

7. AUTHORIZED REPRESENTATIVES & NOTICES.

- 7.1. The following named persons are designated the Authorized Representatives of the parties for the purposes of this Agreement. These persons have the authority to bind the party they represent and to consent to modifications, except that the Authorized Representative shall have only the authority specifically or generally granted by their respective governing boards. Unless otherwise stated in a specific section of this Agreement, any notice or demand provided pursuant to this Agreement (collectively, "Notice") must be in writing to the other party identified below or as may be specified at a later time by such party by providing Notice in accordance with this Section:

To COUNTY:

Name: Marti Fischbach
Title: Community Services

Address:
Dakota County Community Services
1 Mendota Rd W, Ste 500
West St. Paul, MN 55118-4773

Phone Number: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

To THE CDA:

Name: Tony Schertler
Title: Executive Director

Address:
Dakota County Community Development Agency, LLC
1228 Town Centre Dr.
Eagan, MN 55123

Phone Number: 651-675-4400
Email: tschertler@dakotacda.org

In addition, Notices regarding breach or termination shall also be provided to: the Dakota County Attorney's Office, Attn: Civil Division, 1560 Highway 55, Hastings, MN 55033.

- 7.2. Notice must be provided by either personal delivery on the Authorized Representative or via registered or certified mail to the above address for the Authorized Representative, with return receipt requested

and postage prepaid. For Notice other than Notice of Termination, Notice may be provided by email to the Authorized Representative.

8. LIABILITY & INDEMNIFICATION.

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the CDA. Each insurance party warrants that they are able to comply with the aforementioned indemnity requirement through an insurance or self-insurance program and that each has minimum coverage with the liability limits contained in Minn. Stat. ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. RECORDS AND INFORMATION.

- 9.1. Minnesota Government Data Practices. The CDA and its employees, agents, successors, and assigns must comply with the Minnesota Government Data Practices Act (the "MGDPA") as it applies to all data provided to the CDA by the County under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the CDA pursuant to this Contract. If the CDA receives a request to release data pursuant to the MGDPA, the CDA shall notify the County immediately and consult with the County as to how the CDA should respond to the request. The CDA's response shall comply with applicable law.
- 9.2. Private and Confidential Data. The CDA and its employees, agents, successors and assigns shall comply with the provisions of the MGDPA and all other applicable state and federal laws, rules and regulations relating to data privacy and confidentiality. The CDA further acknowledges that the classification of trade secret data will be determined by the County based on applicable law, and labeling its data as trade secret data or confidential will not necessarily make it so. The CDA and its personnel shall comply with County security policies and procedures when accessing County facilities in connection with the Services.
- 9.3. County Data. If the CDA has access to or possession of data or information acquired from the County pursuant to this Contract ("County Data"), the CDA shall maintain and protect such County Data as required by the MGDPA and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality. The County will retain ownership and control of all County Data. Except to the extent required by law or as agreed to by the County, the CDA shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, the CDA shall, upon the County's request, certify destruction of any County Data so specified by the County. If the County permits the CDA to retain copies of any County Data, the CDA shall not, without the prior written consent of the County or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all such County Data.
- 9.4. Data Incident Notice. The CDA must provide the County with notice by email to the Authorized Representative and data.practices@co.dakota.mn.us within 24 hours of a known or suspected Data Incident. A "Data Incident" is defined as the unauthorized or unlawful processing, accessing, viewing, acquiring, or disclosing of County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law; the unauthorized or accidental loss, destruction, damage, alteration of such County Data; the breach or attempted breach of County security measures; and/or a cybersecurity incident, as defined in Minn. Stat. § 16E.36, subd. 1(c) ("Cybersecurity Incident"), relating to a County System. The notice must include, at a minimum, (a) the nature of the Data Incident; (b) the types of potentially compromised County Data; and (c) the duration and expected consequences of the Data Incident. In addition to providing Notice to the County, pursuant to Minn. Stat. § 16E.36, the CDA shall report Cybersecurity Incidents that impact the County to Minnesota IT Services ("MNIT") at the following link: <https://mn.gov/mnit/about-mnit/security/cir/>. The CDA must

cooperate with County in the investigation, containment, and mitigation of any Data Incident as requested and directed by the County. The County providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.

- 9.5. Responsible Authority for Welfare Data. The CDA designates Tony Schertler as its Responsible Authority, pursuant to the MGDPA, Minn. Stat. § 13.46, subd. 10 (a) (4), as the individual responsible for any data collected, created, maintained, or disseminated by the CDA in performing the Services.

10. TERMINATION.

Either party may terminate this Agreement for cause by giving seven days written notice or without cause by giving 30 days written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto.

Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement by written if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of amounts due under this Agreement. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

The County is not obligated to pay for any obligations that are incurred after written Notice of Termination is tendered and CDA shall take all reasonable steps to terminate or minimize any unpaid obligations that were incurred prior the Notice of Termination.

11. LIAISONS.

- 11.1. The Liaisons of the respective parties for purposes of this Agreement are as follows:

COUNTY:

Liaison: Corky Newton
Phone number: 651-554-5772
Email: corky.newton@co.dakota.mn.us

THE CDA:

Liaison: Lisa Hohenstein
Phone number: 651-675-4400
Email: lhohenstein@dakotacda.org

- 11.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

12. GENERAL.

- 12.1. Assignment. No party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the party.
- 12.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been approved and executed by each party.
- 12.3. Rights Cumulative. All remedies under this Agreement or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 12.4. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.
- 12.5. Equal Employment Opportunity. The provisions of Minn. Stat, § 181.59 apply to this Agreement. In addition, in connection with the execution of this Agreement, the CDA agrees that it will comply with Minn. Stat. § 363A.08, to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

- 12.6. Force Majeure. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 12.7. Audit. The CDA shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, the CDA shall allow the County or other persons or agencies authorized by the County, including the Legislative or State Auditor, access to the records of the CDA at reasonable hours, including all books, records, documents, and accounting procedures and practices of the CDA relevant to the subject matter of the Agreement, for purposes of audit.
- 12.8. Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Sections 8 (Liability & Indemnification); 9 (Records and Information); 12.7 (Audit); and 5.3 (Governing Law and Venue).
- 12.9. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.
- 12.10. Agreement Complete. This Agreement, which includes and incorporates herein Exhibit 1, Service Grid, and Exhibit 2, Payments & Budget, contains all negotiations and agreements between the County and the CDA. No other understanding regarding this Agreement, whether in written or oral form, may be used to bind either party.
- 12.11. Electronic Signatures. The parties agree to the use of electronic signatures in the execution of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Approved by Dakota County Board
Resolution No. _____

COUNTY OF DAKOTA

By: _____

Title: Community Services Director

Date of Signature: _____

**DAKOTA COUNTY COMMUNITY DEVELOPMENT
AGENCY**

Approved by the CDA Board on _____

By: _____

Title: _____

Date of Signature: _____

EXHIBIT 1 – SERVICE GRID

Family Voucher Program Rental Assistance Administration	
Agreement Purpose	To provide Rental Assistance Administration for the Family Voucher Program, funded by the State and Local Affordable Housing Aid
Agreement Amount	Not to exceed \$1,225,000.00
Agreement Length	January 1, 2026 – December 31, 2027
Quantity Purchased	Up to 34 families in 2026 Up to 34 families in 2027 (these numbers represent point in time counts, rather than total families served in the calendar year)
Target Group	Families at Dakota Woodlands who qualify for the Family Voucher Program: • On the Dakota Woodlands waitlist for the longest amount of time (verified by Dakota County Supportive Housing Unit); and • Do not have another housing resource (verified by Dakota County Supportive Housing Unit); and • Income qualify: earn less than 50 percent of area median income as determined by the United States Department of Housing and Urban Development (verified by Dakota County Community Development Agency) • Eligible for the Housing Choice Voucher Waitlist (verified by Dakota County Community Development Agency)
Services Purchased	1. Verify income prior to program entry and annually thereafter: less than 50 percent of area median income as determined by the United States Department of Housing and Urban Development 2. Verify placement on the Housing Choice Voucher waitlist prior to program entry and annually thereafter 3. Provide program briefing on rental assistance program with assigned social worker from the Supportive Housing Unit 4. Complete unit inspection as aligned with the Housing Choice Voucher program 5. Calculate Housing Assistance Payment as aligned with Housing Choice Voucher program 6. Make Housing Assistance Payment to property manager 7. Communicate to the Dakota County Supportive Housing Unit as needed 8. Facilitate transition to the Housing Choice Voucher program The CDA is responsible for appropriate service delivery which often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. • At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. • At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

	- It is expected that while performing services for the County, the CDA shall abstain from unacceptable behaviors including, but not limited to: - Racial, ethnic or discriminatory jokes or slurs; - Hostile, condemning, or demeaning communications, both verbal and written; - Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and Retaliation against any person who reports or addresses unacceptable behavior
Referral Process/Prioritization	Referrals will come to the CDA from Dakota County Supportive Housing Unit.
Service Termination or Completion	Services will complete or terminate when one or more of the following is present: - The household transitions onto the Housing Choice Voucher Program - The household is no longer eligible for the Family Voucher Program per Dakota County Supportive Housing Unit policy manual. - Family is no longer eligible for Family voucher Program per CDA Administrative plan and policies
Reporting	Quarterly reporting due to the County on January 15, April 15, July 15 and October 15 - Roster of FVP clients and HCV waitlist data including: - Date of entry on HCV waitlist - Most recent Save My Spot confirmation date - Email address on file for clients - Any action needed for clients
Gift Cards	Purchasing gift cards for any purpose using County funds is generally not allowed unless there is specific legislative authority to purchase. Public Purpose and Statutory Authority must be followed with exception to client essential transportation services. Dakota County values transportation services for clients to access essential services and activities. (This does not include gas cards unless the card is limited/restricted to the purchase of fuel only.) Consult with the County Liaison for questions regarding purchase of gift cards with regards to the Agreement.
Allowable Expenses	- Housing Assistance Payment - Administrative expenses (\$100/household/month)
County Responsibilities	- Providing program referrals - Provide case management to all enrolled households. - Host quarterly meeting with CDA to discuss program or participant needs.

Quality Assurance	The CDA and Vendor will conduct quarterly check-ins. County will provide the following quality assurance at least once per calendar year: • Review of reports • Review of client files County reserves the right to schedule site visits more often than once a year.
Billing Procedures	The CDA will submit invoices for staff time on the 15th of each month for the previous month's activity. See Exhibit 3, Payment and Budget for detail

Interpreters

County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open Dakota County case. The CDA must receive prior written authorization of interpreter services costs from County staff prior to using those services. Unless specifically prior authorized by the County, the CDA must access interpreters from those agencies under contract with the County to provide interpreter services.

EXHIBIT 2- PAYMENT AND BUDGET

Budget Categories	Description	Cost
Housing Assistance Payment (HAP)	Rental assistance payment for Family Voucher Program participants	\$1,143,000
HAP Admin	\$100/household/month	\$82,000
TOTAL BUDGET	Total Estimated Expenses	\$1,225,000.00

Billing Procedures**Invoices & Payment**

Invoices must be submitted, at a minimum, quarterly to County. Invoices must specify budget categories and include documentation to support the invoice, including:

1. List of enrolled households
2. General ledger with itemized Housing Assistance Payments
3. Itemized administrative payments

If the invoice is not received by County within sixty (60) calendar days following the last day of the calendar month in which services were provided, County will refuse payment for the aforementioned calendar month.

The County shall make payment to the CDA within thirty-five (35) days of the date on which the invoice is received, and services are accepted by the County, on any invoices or forms required or specified by Dakota County staff. If an invoice is received for a monthly period in which the Quarterly Expenditure Report is past due, the invoice will be held until the Quarterly Expenditure Report has been submitted, even if the invoice was submitted thirty-five (35) or more days prior.

All invoices and required documentation will be sent to via email to: sshousingfinancial@CO.DAKOTA.MN.US

If the invoice is incorrect, defective, or otherwise improper, the County will notify the CDA within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the CDA, the County will make payment within thirty days.

Payment will be made upon receipt of an invoice based on a line item budget presented, on Exhibit 2. This budget is estimated and line items may be revised as necessary to achieve programmatic goals, however, County approval is required for line item budget changes of more than 10% of total budget in a year.