

Blue Earth County Individual Assistance Grant Agreement

This Agreement is entered into between Le Sueur County (the “County”) and Blue Earth County. (“Contractor”).

For good and valuable consideration, the parties agree as follows:

1. Purpose of Agreement:

The purpose of the Agreement is to define the parameters of the use of the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding by the Contractor.

The Contractor agrees to perform the following “Service”:

- Regional Housing Services to address housing needs identified as a result of the COVID-19 pandemic. Services may include, but are not limited to housing gaps analysis, development of county-based housing champions, provision of housing education to county staff and community providers, development and implementation of housing programming using local and state resources, and representation on local and regional housing-related committees and boards. Specific services rendered shall be decided by and under the direction of The County.

2. Use of CARES Act funding:

- a. The County and the Contractor agree that funding for the Service derives from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, from which the Subrecipient received an allocation of funds under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. The Contractor shall use the funding in an amount not to exceed \$15,000, and as provided under this Agreement to pay for Eligible Expenses that:
 - Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - Were not accounted for in the Subrecipient’s budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - Will occur during the period that begins on March 1, 2020 and ends on November 30, 2020.
- b. The term “Eligible Expenses,” as used in this Agreement shall mean expenses incurred and paid for by the County for the provision of Regional Housing services in connection with the COVID-19 public health emergency.
- c. The following is a nonexclusive list of expenditures that shall not constitute Eligible Expenses payable from the grant amount:
 - Damages covered by insurance.
 - Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
 - Reimbursement to donors for donated items or services.
 - Workforce bonuses other than hazard pay or overtime.
 - Severance pay.
 - Legal settlements.
- d. Expenditures that are not supportable or that do not conform to the requirements of the Program may be recouped by the County through available legal avenues.

3. Term:

The Service under this Agreement will begin September 1, 2020 and continue through November 30, 2020. Either party may terminate this Agreement early, upon not less than 30-days' notice. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

4. Records Inspection:

At any time during normal business hours and as often as necessary, the County and the State Auditor each have the authority to audit, examine and make excerpts or transcripts from records, including all the Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor agrees to provide any reports requested by Blue Earth County and the State Auditor regarding performance of this Agreement.

5. Independent Contractor:

The Contractor shall be considered an independent contractor and neither the Contractor, its employees, nor anyone working under the Contractor shall be considered an agent or an employee of the Subrecipient. Neither the Contractor, its employees nor anyone working under the Contractor shall qualify for workers' compensation or other fringe benefits of any kind through the County.

6. Permits, Licenses, Approvals, And Legal Obligations:

The Contractor shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. The Contractor shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. The Contractor shall provide copies of permits and approvals to the County upon request.

7. Law Governing:

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Blue Earth.

8. No Waiver:

Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set form in Minnesota Statues Chapter 466 (Tort Liability, Political Subdivisions) or otherwise.

9. Modification.

This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both the Subrecipient and the Contractor, and attached hereto.

10. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WEHREOF, Parties hereto have executed this agreement this 4th day of November 2020.

Le Sueur County

Steve Rohlfig, Board Chair
Printed Name, Title

Signature

Date

Contractor

Phil Claussen
Printed Name, Title

Signature

Date