



400 Wabasha Street North, Suite 400  
St. Paul, MN 55102

P: 800.657.3769

F: 651.296.8139 | TTY: 651.297.2361

[www.mnhousing.gov](http://www.mnhousing.gov)

**DATE:** October 14, 2022

**TO:** Representative Alice Hausman, Chair, Housing Finance  
Representative Tama Theis, Republican Lead, Housing Finance

Senator Rich Draheim, Chair, Housing Finance  
Senator Kari Dziedzic, Ranking Minority Member, Housing Finance

**FROM:** Jennnifer Leimaile Ho, Commissioner, Minnesota Housing

A handwritten signature in blue ink, appearing to read 'Jennifer Ho'.

**SUBJECT:** FY 2022 Transfers and Interagency Agreement Reporting

Minnesota Statutes 15.0395 requires an annual report as outlined in the language below:

*(a) By October 15, 2018, and annually thereafter, the head of each agency must provide reports to the chairs and ranking minority members of the legislative committees with jurisdiction over the department or agency's budget on:*

*(1) interagency agreements or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value of those agreements is more than \$100,000 in the previous fiscal year; and*

*(2) transfers of appropriations between accounts within or between agencies, if the cumulative value of the transfers is more than \$100,000 in the previous fiscal year.*

*The report must include the statutory citation authorizing the agreement, transfer or dollar amount, purpose, and effective date of the agreement, the duration of the agreement, and a copy of the agreement.*

The attached files provide the required information for Minnesota Housing for FY 2022. If you have any questions, please contact Ryan Baumtrog, Assistant Commissioner for Policy at 651-296-9820 or [ryan.baumtrog@state.mn.us](mailto:ryan.baumtrog@state.mn.us).

**Cc:** Joe Harney, House Fiscal Analyst  
Dan Mueller, Senate Fiscal Analyst  
Kwesi Palsey, Executive Budget Officer, Minnesota Management and Budget  
Rachel Ganani, Policy Advisory, Office of the Governor  
Joel Hanson, Senate Committee Administrator  
Owen Wirth, Housing Committee Administrator

Minnesota Housing Finance Agency (MHFA)  
 FY 2022 Transfers - Cumulative Over \$100,000  
 October 15, 2022

TRANSFER FROM					TRANSFER TO					Purpose of Transfer	Legal Authority for Transfer
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount		
MHFA	General Fund	B34012F	Economic Dev & Hsg Challenge	(15,725,000)	MHFA	Housing Finance Agency	B340550	Economic Dev & Hsg Chall	15,725,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2021, 1st Special Session, Chapter 1, Article 1, Section 3, Subd 1b	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 2
MHFA	General Fund	B34012A	Bridges	(4,338,000)	MHFA	Housing Finance Agency	B340170	Bridges	4,338,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 8
MHFA	General Fund	B34012E	Preservation of Fed Assisted	(4,218,000)	MHFA	Housing Finance Agency	B340470	ARIF-Preserv Fed Asstd Hsg	4,218,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 11
MHFA	General Fund	B34012G	Capacity Building Grant	(450,000)	MHFA	Housing Finance Agency	B340150	Capacity Bldg Grants	450,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 15
MHFA	General Fund	B34015C	HMIS Capacity Bldg Grant	(125,000)	MHFA	Housing Finance Agency	B340150	Capacity Bldg Grants	125,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 15
MHFA	General Fund	B34012C	Housing Trust Fund	(11,646,000)	MHFA	Housing Finance Agency	B340120	Hsg Trust Fund	11,646,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 6
MHFA	General Fund	B34012I	Rehab SF	(2,772,000)	MHFA	Housing Finance Agency	B340090	Rehab Loan Program SF	2,772,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 12
MHFA	General Fund	B34014D	Rehab MF	(3,743,000)	MHFA	Housing Finance Agency	B340091	Rental Rehab Deferred Loan	3,743,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 13
MHFA	General Fund	B34012D	Homeownership Assist Fund	(1,885,000)	MHFA	Housing Finance Agency	B340020	Homeownership Assist Fund	1,885,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 10
MHFA	General Fund	B34012H	Homeownership Educ Counsel	(857,000)	MHFA	Housing Finance Agency	B340370	HECAT	857,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 14
MHFA	General Fund	B34012B	Family Homeless Prevention	(10,269,000)	MHFA	Housing Finance Agency	B340230	Family Hmlss Prevnt & Assist	10,269,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 9
MHFA	General Fund	B34015E	Workforce Housing	(2,000,000)	MHFA	Housing Finance Agency	B340725	Workforce Hsg Development	2,000,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 3
MHFA	General Fund	B34017D	BuildWealth	(500,000)	MHFA	Housing Finance Agency	B340723	Build Wealth MN Grant	500,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 16
MHFA	General Fund	B34017C	Workforce Homeownership Dev	(3,500,000)	MHFA	Housing Finance Agency	B340722	Workforce Homeownership Dev	3,500,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 5
MHFA	General Fund	B34019A	Mnfctrd Home Park	(2,750,000)	MHFA	Housing Finance Agency	B340726	Mnfctred HomePark Infrst	2,750,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 4
MHFA	General Fund	B34015D	Highly Mobile Students	(1,750,000)	MHFA	Housing Finance Agency	B340727	Homework Starts with Home	1,750,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 7
MHFA	General Fund	B34021D	Local Housing Trust Fund	(1,000,000)	MHFA	Housing Finance Agency	B340728	Local Housing Trust Fund	1,000,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 17
MHFA	General Fund	B34021B	Shelter Task Force	(200,000)	MHFA	Housing Finance Agency	B340729	Shelter Task Force	200,000	same as above	Laws 2021, 1st Special Session, Chapter 8, Article 1, Section 3, Subdivision 18
MMB	General Fund	G9Q1169	MHFA Infrastructure-16	(793,143)	MHFA	Housing Finance Agency	B340690	Nonprofit Hsg Bond Acct	793,143	Annual payment of debt service appropriated to MMB for transfer to Minnesota Housing	MS462A.37 Subdivision 5c
MMB	General Fund	G9Q1168	MHFA Housing Infrastructure 20	(6,398,874)	MHFA	Housing Finance Agency	B340690	Nonprofit Hsg Bond Acct	6,398,874	same as above	MS462A.37 Subdivision 5b
MMB	General Fund	G9Q1167	MHFA Housing Infrastructure 20	(2,040,020)	MHFA	Housing Finance Agency	B340690	Nonprofit Hsg Bond Acct	2,040,020	same as above	MS 462A.37 Subdivision 5d
MMB	General Fund	G9Q1166	MHFA Nonprofit Housing Bds 200	(2,400,000)	MHFA	Housing Finance Agency	B340690	Nonprofit Hsg Bond Acct	2,400,000	same as above	MS 462A.36 Subdivision 4b
MMB	General Fund	G9Q1170	MHFA Nonprofit Housing Bds 200	(2,344,657)	MHFA	Housing Finance Agency	B340690	Nonprofit Hsg Bond Acct	2,344,657	same as above	MS 462A.37 Subdivision 5d
MMB	General Fund	G9Q1171	MHFA Nonprofit Housing Bds 200	(5,284,624)	MHFA	Housing Finance Agency	B340690	Nonprofit Hsg Bond Acct	5,284,624	same as above	MS 462A.37 Subdivision 5d
MHFA	Housing Finance Agency	B349032	COVID-19 Hsg Assistance Prg	(574,090)	MMB	Federal Fund	B34021A	COVID-19 Hsg Assistance Prog	574,090	Appropriation Transfer from Minnesota Housing to Coronavirus Relief Fund	M.S. 462A.03, subd. 14 and M.S. 462A.05, Subd. 11 & 12
DEED	General Fund	B223438	Olmstead Implementation Office	(1,269,000)	MHFA	Housing Finance Agency	B340001	General Reserve	1,269,000	Appropriated resources to support the Olmstead Implementation Office	Laws 2021, 1st Special Session, Chapter 10, Article 1, Section 2, Subdivision 4
MMB	General Fund	G9R1040	Manufactured Home Trust Fund	(705,572)	MHFA	Housing Finance Agency	B340640	Manufactured Home Relocation Trust Fund	705,572	Manufactured Home Relocation Trust Fund - MMB collects revenues, MHFA makes payments	MS 327C.095, subd. 12
MMB	General Fund	G9R1030	Housing Trust Fund	(129,537)	MHFA	Housing Finance Agency	B340120	Hsg Trust Fund	129,537	Transfer of interest accrued from real estate trust accounts to Housing Trust Fund	MS 82.75 Subdivision 8
MHFA	Housing Finance Agency	B340091	Rental Rehab Deferred Loan	(7,100,000)	MHFA	Housing Finance Agency	B340550	Economic Dev & Hsg Chall	7,100,000	Transferred funds between development programs	M.S. 462A.20 Subdivision 3
MMB	Federal Fund	B34022B	FRF ERA Flexible Recovery	(20,000,000)	MHFA	Housing Finance Agency	B349040	FRF ERA Flexible Recovery	20,000,000	Appropriation transfer from State Fiscal Recovery Fund (American Rescue Plan) to Minnesota Housing	Laws 2021, 1st Special Session, Chapter 12, Article 5, Section 2, Sub 2(b)
MHFA	General Fund	B349040	FRF ERA Flexible Recovery	(15,000,000)	MMB	Federal Fund	B34022B	FRF ERA Flexible Recovery	15,000,000	Appropriation transfer from Minnesota Housing to State Fiscal Recovery Fund (American Rescue Plan)	Laws 2021, 1st Special Session, Chapter 12, Article 5, Section 2, Sub 2(b)
MMB	Federal Fund	B34022A	FRF CERA1 Additional	(7,000,000)	MHFA	Housing Finance Agency	B349039	FRF CERA1 Additional	7,000,000	Appropriation transfer from State Fiscal Recovery Fund (American Rescue Plan) to Minnesota Housing	Laws 2021, 1st Special Session, Chapter 12, Article 5, Section 2, Sub 2(b)
<b>TOTAL</b>				<b>(138,767,517)</b>					<b>138,767,517</b>		

**Minnesota Housing Finance Agency (MHFA)**

FY 2022 Interagency Agreements and Service Level Agreements - Over \$100,000

October 15, 2022

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
Department of Human Services	\$ 187,324	M.S. 471.59, subd 10 and Executive Order 15-03	Interagency Olmstead Implementation Office -- Department of Human Services allocation of salaries and benefits for their employees involved in Olmstead Implementation Office	7/1/2021	6/30/2022
Department of Human Services	\$ 192,000	M.S. 471.59, subd 10	DHS provided additional state grants funds (Housing with Supports for Adults with Serious Mental Illness and Bridges Regional Treatment Center) that were part of an RFP administered by Minnesota Housing. This program provides rental assistance and home and community-based services to increase the range of housing options for persons with serious mental illness.	5/10/2019	6/30/2022
Department of Employment and Economic Development	\$ 1,269,000	Laws 2021, 1st Special Session, Chapter 10, Article 1, Section 2, Subdivision 4	Transfer of state appropriated resources to support the Olmstead Implementation Office	7/1/2021	6/30/2022
Department of Human Services	\$ 688,000	M.S. 471.59, subd 10	Financial support for the state's Homelessness Management Information System	2/8/2021	9/30/2023
MMB/Management Analysis and Development Services	\$ 148,680	M.S. 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59	Minnesota Management and Budget was contracted with to support the Task Force on Shelter authorized under Laws 2021, 1st Special Session, Chapter 8, Article 6	7/26/2021	9/30/2022
<b>Total</b>	<b>\$ 2,485,004</b>				

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Housing Finance Agency (Minnesota Housing) and Minnesota Department of Human Services (DHS).

**WHEREAS**, General Support Services funds have been appropriated for establishing and operating the Interagency Olmstead Office (OIO); and

**WHEREAS**, the Governor has issued Executive Order 19-13 and named the Commissioner of Minnesota Housing the chair of the Olmstead Subcabinet; and

**WHEREAS**, DHS has employees that will be an integral part of the OIO and will perform duties and tasks as needed and will be paid on an hourly basis; and

**NOW, THEREFORE**, Minnesota Housing and DHS agree to the following:

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** August 1, 2021 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

- 2.1 DHS' Olmstead Plan compliance responsibilities are:
  - Oversee the implementation of compliance-related activities undertaken by responsible state agencies and offices in the implementation of the Plan.
  - Be responsible for the quality assurance of data from state agencies on Minnesota Olmstead Plan goals and compliance metrics that include compliance evaluation, verification, and oversight.
  - Gather data on Plan performance from responsible agencies and offices and determine that it is valid, reliable, and timely. This includes generating Quarterly and Annual Reports on Olmstead Plan measurable goals and other reports, as necessary.
  - Partner with and advise agencies on the development and modification of appropriate measures for Plan goals.
  - Provide consultation, when requested, to OIO to ensure data included on the website and other OIO reports are valid and reliable.
  - Provide consultation to the OIO on Plan implementation, Plan amendments, and evolution of the Plan over time.
- 2.2 Minnesota Housing and DHS agree to the allocation of salaries and benefits listed below to be paid out of the indicated budget:
  - Michael Tessneer, Director of Compliance (40 hours every two weeks) (25% OIO budget; 75% DHS budget),
  - Rosalie Vollmar, Agency Policy Specialist (full time) (25% OIO budget, 75% DHS budget).
- 2.3 Minnesota Housing will assume responsibility for legal services associated with the OIO, on an as-needed basis, to be paid for out of the OIO budget. For these legal services, the Minnesota Housing attorney will report to the Subcabinet Chair.

- 2.4. DHS, in collaboration with Minnesota Housing, will assume responsibility for performance management of Michael Tessneer and Rosalie Vollmar for their work associated with the OIO.
- 2.5. DHS will provide office space and corresponding operational support for the above named employees.
- 2.6 All data at both Minnesota Housing and DHS required to operate the OIO and fulfill the Executive Order 19-13 will be made accessible to the members of the OIO.
- 2.7 Minnesota Housing will provide DHS with expenditure and activity reports needed to facilitate the drawdown of federal financial participation (FFP) funds. In accordance with the federally approved DHS cost allocation plan and 45 CFR 95.507(b)(6), Minnesota Housing will report the actual costs of OIO operations in conducting its duties under the direction of the Olmstead Subcabinet and related to state-wide implementation of the state’s Olmstead Plan. DHS will claim FFP for only those OIO expenditures that benefit DHS programs, based on the percentage of goals in the Olmstead Plan that are assigned to DHS as the lead agency. Minnesota Housing will further assure that reported expenditures are from state funds that are not otherwise employed as local matching funds to any federal program.

**3 Consideration and Payment**

3.1 Both parties agree that the employees referenced in 2.1 above will directly enter the cost allocations into SEMA4 each payroll period using the following codes:

<u>Minnesota Housing</u> (25%)	<u>DHS- Compliance Office</u> (50%)	<u>DHS - CSA</u> (25%)
Fund = 8000	Fund = 1000	Fund = 1000
FinDeptID = B3430144	FinDeptID = H5533800	FinDeptID = H5532879
AppropID = B340001	AppropID = H551052	AppropID = H551236

3.2 Minnesota Housing will submit OIO office expenditure reports to DHS in the form specified by DHS. The reports for the purposes of claiming FFP are due quarterly and due to DHS within 10 days following the end of each quarter. Quarters are each of the three month periods ending September 30th, December 31<sup>st</sup>, March 31<sup>st</sup> and June 30<sup>th</sup>.

3.3 In the event of a federal disallowance of FFP claimed for the operation of the OIO, that disallowance attributable to the OIO will be reimbursed to DHS out of the OIO budget should sufficient funds remain in the OIO budget. If there are not sufficient funds in the OIO budget, or there is disagreement as to the appropriate amount to be reimbursed to DHS out of the OIO budget, both parties will reach agreement on how to resolve the issue.

3.3 DHS will transfer to Minnesota Housing all the FFP funding earned on eligible OIO expenditures per Section 2.7 above within 5 days after receipt.

**4 Conditions of Payment**

N/A.

**5 Authorized Representative**

Minnesota Housing’s Authorized Representative is Rachel Robinson, Deputy Commissioner or her successor, Minnesota Housing, 400 Wabasha St. No, Suite 400, St. Paul, MN 55102.

The DHS Authorized Representative is Charles E. Johnson, Deputy Commissioner or his successor. Elmer L. Andersen Human Services Building, 540 Cedar St., Saint Paul MN.

**6 Amendments**

Any amendment to this agreement must be in writing and will not be effective until it has been

executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**MINNESOTA HOUSING FINANCE AGENCY**

By: Rachel Robinson  
(with delegated authority)

DocuSigned by:  
*Rachel Robinson*  
D3E7A98D5299436...

Title: Deputy Commissioner

Date: 7/28/2021

**MINNESOTA DEPARTMENT OF HUMAN SERVICES**

By: Nikki Farago  
(with delegated authority)

DocuSigned by:  
*Nikki Farago*  
609ECAC1219C4D3...

Title: Deputy Commissioner

Date: 7/28/2021

# Amendment 1 to Interagency Agreement 152114

Contract Start Date:	5/10/2019	Original Contract:	\$384,000
Original Contract Expiration Date:	6/30/2020	Previous Amendment(s) Total:	\$0
Current Contract Expiration Date:	6/30/2020	This Amendment:	\$384,000
Requested Contract Expiration Date:	6/30/2022	Total Contract Amount:	\$768,000

**This amendment** (“Amendment”) is by and between Minnesota Department of Human Services, Behavioral Health Division, (hereinafter DHS) and Minnesota Housing Finance Agency (hereinafter the PROVIDING AGENCY). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as “an AGENCY,” and collectively as “the AGENCIES.”)

## Recitals

1. The AGENCIES have an agreement identified as IAK%152114 (“Original Agreement”) to award Bridges RTC Grants to qualified projects that are selected under the Bridges Program.
2. The AGENCIES agree that the Original Agreement should be modified in order to add additional time and funds.
3. The AGENCIES are willing to amend the Original Agreement as stated below.

## Contract Amendment

In this Amendment, changes to Original Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

The parties agree to the following revisions:

### **REVISION 1: Clause 2.1, “Consideration,” is amended as follows:**

**2.1 Consideration.** Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY as follows:

- i. The PROVIDING AGENCY will submit to REQUESTING AGENCY a Request for Transfer of Funds Bridges RTC Grants form, attached hereto as Exhibit A, which is incorporated into this agreement, in the amounts of the Bridges RTC Grants required for the agreed upon selected Bridges RTC Grant projects.
- ii. The REQUESTING AGENCY will transfer Bridges RTC Grants funds for Bridges RTC Grant projects selected for funding to PROVIDING AGENCY up to a maximum of \$192,000.00 for SFY 2019 and a maximum of \$192,000.00 for SFY 2020 and a maximum of \$192,000.00 for SFY 2021 and a maximum of \$192,000.00 for SFY 2022.

**REVISION 2: Clause 4, "Terms of Agreement," is amended as follows:**

**4. Terms of Agreement.** This agreement shall be effective on April 1, 2019, **or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later**, and shall remain in effect through ~~June 30, 2020~~ June 30, 2022, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

**EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.**

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SIGNATURE PAGE FOLLOWS***



**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

DocuSigned by:  
By: *Roni Delmonico*  
AD5E6351992646A...

Date: 5/27/2020

SWIFT Contract No: 152114

**2. MHFA**

DocuSigned by:  
By: *James Lehnhoff*  
5A2D5A66452846B...

Title: Assistant Commissioner

Date: 5/28/2020

**3. DHS**

DocuSigned by:  
By (with delegated authority): *Gertrude Matemba-Mutasa*  
A01DF4D858C040E...

Title: Assistant Commissioner

Date: 6/1/2020

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Housing Finance Agency (Minnesota Housing) and Department of Employment and Economic Development (DEED).

**WHEREAS**, DEED has been appropriated General Support Services money under Laws of Minnesota 2021, First Special Session, Chapter 10, Article 1, Section 2, Subd. 4; and

**WHEREAS**, the appropriation provides for \$1,269,000 each year for transfer to Minnesota Housing for operating the interagency Olmstead Implementation Office (OIO); and

**WHEREAS**, the Governor has issued Executive Order 19-13 and named the Commissioner of Minnesota Housing the Chair of the Olmstead Subcabinet; and

**WHEREAS**, for management purposes, Minnesota Housing will assume responsibility and authority for the OIO budget; and

**WHEREAS**, DEED and Minnesota Housing have executed Interagency Agreement to transfer appropriated funds for the OIO from DEED to Minnesota Housing since FY2015.

**NOW, THEREFORE**, Minnesota Housing and DEED agree to the following:

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** July 1, 2021 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

- 2.1 Minnesota Housing will take physical possession, oversight and management of the FY2022 appropriated funds as of the effective date of the agreement.
- 2.2 All data at both Minnesota Housing and DEED, required to operate the OIO and fulfill the Executive Order 19-13 will be made accessible to the members of the OIO.

**3 Consideration and Payment**

- 3.1 DEED will transfer all FY2022 appropriations for the OIO (\$1,269,000) to Minnesota Housing within five days after receipt of the appropriations.

**4 Conditions of Payment**

N/A.

**5 Authorized Representative**

Minnesota Housing's Authorized Representative is Rachel Robinson, Deputy Commissioner or his/her successor. DEED's Authorized Representative is Blake Chafee, Deputy Commissioner or his/her successor.

**6 Amendments**

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or

their successors in office.

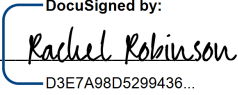
**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

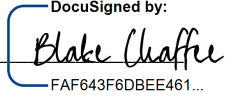
**Minnesota Housing Finance Agency**

By: Rachel Robinson  
(with delegated authority)  D3E7A98D5299436...

Title: Deputy Commissioner

Date: 6/30/2021

**Minnesota Department of Employment and Economic Development**

By: Blake Chaffee  
(with delegated authority)  FAF643F6DBEE461...

Title: Deputy Commissioner

Date: 6/30/2021

**Amendment #1 to Interagency Agreement #189052**

Agreement Start Date:	<u>February 8, 2021</u>	Total Agreement Amount:	<u>\$688,000.00</u>
Original Agreement Expiration Date:	<u>December 31, 2021</u>	Original Agreement:	<u>\$350,000.00</u>
Current Agreement Expiration Date:	<u>December 31, 2021</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Agreement Expiration Date:	<u>September 30, 2023</u>	This Amendment:	<u>\$338,000.00</u>

This Amendment is between the Minnesota Housing Finance Agency (“Minnesota Housing”) and the Minnesota Department of Human Services (“DHS”).

**Recitals**

1. Minnesota Housing has an Interagency Agreement with DHS identified as SWIFT Contract No. 189052 (the “Original Agreement”) to enter into and maintain an agreement with Institute for Community Alliances to administer Minnesota’s Homeless Management Information System.
2. Minnesota Housing and DHS are amending the Original Agreement to extend the term, modify the scope of work, increase the funding amount, and modify the terms of funding.
3. Minnesota Housing and DHS are willing to amend the Original Agreement as stated below.

**Interagency Agreement Amendment**

**REVISION 1.** Clause 1. “**Term of Agreement**” is amended as follows:

- 1.1 Effective date. February 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. ~~December 31, 2021~~ September 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Clause 2.A. “**Scope of Work**” is amended as follows:

- A. Enter into and maintain an agreement with Institute for Community Alliances (“ICA”) through ~~December 31, 2024~~ September 30, 2023, under which ICA will administer Minnesota’s Homeless Management Information System (“HMIS”) in accordance with the following provisions:

Administer Minnesota’s HMIS. Minnesota’s HMIS is a statewide system. ICA will provide systems administration statewide and on behalf of each Continuum of Care (the regional planning groups that apply for federal McKinney Vento Homeless funding and are required to use HMIS to receive funding) region, currently including Minneapolis/Hennepin County, St. Paul/Ramsey County, Anoka County, Dakota County, Scott-Carver County, Washington County, St. Louis County, Central Minnesota, Northeast Minnesota, Northwest Minnesota, Southeast/South Central Minnesota, and West Central Minnesota. The major tasks associated with local systems administration are known as core activities and include project management and coordination, training and consultation, database management and functional support, and providing standard reports.

**REVISION 3.** Clause 3.A. “**Consideration**” is amended as follows:

- A. CONSIDERATION: There shall be no consideration paid to DHS for services performed pursuant to this Agreement. Minnesota Housing agrees only to provide ~~\$350,000.00~~ \$688,000.00 as funding for the services to be performed by ICA through ~~December 31, 2024~~ September 30, 2023. DHS and Minnesota Housing

acknowledge and agree that the funds to be supplied by Minnesota Housing may not be sufficient to fully pay for the services to be provided by ICA, and further agree and acknowledge that Minnesota Housing has no further financial obligation above and beyond the obligation to be provided in this Agreement.

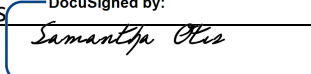
**REVISION 4.** Clause 3. B. "Terms of Funding" is amended as follows:

B. **TERMS OF FUNDING:** Payment of ~~funds \$350,000.00~~ shall be made by electronic wire transfer to DHS by Minnesota Housing within 30 days of execution of this Agreement. A payment of \$169,000.00 shall be made by electronic wire transfer to DHS by Minnesota Housing within 30 days of execution of Amendment #1 to Interagency Agreement #189052. The final payment of \$169,000 shall be made by electronic wire transfer to DHS by Minnesota Housing upon receipt and approval of an invoice submitted no later than 12/31/2022.

The total obligation of Minnesota Housing for all compensation and reimbursements to DHS under this Agreement will not exceed ~~\$350,000.00~~ \$688,000.00.

**1. State Encumbrance Verification**

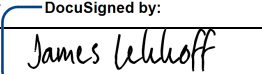
*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: Samantha Otis DocuSigned by:  
  
Signature: \_\_\_\_\_  
E03E0B913042414...  
Title: Procurement Specialist  
Date: 12/7/2021 | 11:20:47 AM CST

SWIFT Contract No. 189052

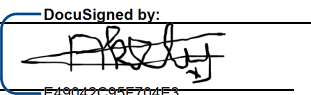
**3. Minnesota Housing Finance Agency**

*With delegated authority*

Print Name: James Lehnhoff DocuSigned by:  
  
Signature: \_\_\_\_\_  
BC50C8E07A924CD...  
Title: Assistant Commissioner, Multifamily  
Date: 12/8/2021 | 11:55:10 AM CST

**2. Department of Human Services**

*With delegated authority*

Print Name: Ama Eli Boumi DocuSigned by:  
  
Signature: \_\_\_\_\_  
E49042C95F704E3...  
Title: Division Director  
Date: 12/7/2021 | 8:13:35 PM PST



**MAD Project Number: 2022-032**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Housing Finance Agency

MAD Contact: Kristina Krull

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency: <u>B3401</u>	Fiscal Year: <u>2022 - 2023</u>	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$148,680.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <u>8000</u>	Fund:	Fund:
Appr: <u>B340729</u>	Appr:	Appr:
Org/Sub: <u>B3430748</u>	Org/Sub:	Org/Sub:
Rept Catg: <u>80101500</u>	Rept Catg:	Rept Catg:
Amount: <u>148,680.00</u>	Amount:	Amount:

*Remaining amount will be carried over to FY23*

Processing Information: (Some entries may not apply.)

Begin Date: 7/20/21

End Date: 9/30/2022

Contract: N/A SK  
 Number/Date/Entry Initials

Order: #B3401-3000007544 (FY22)  
 Number/Date/Signatures

7/20/2021  
Samantha Ots  
 [Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]

This is an agreement between the Minnesota Housing Finance Agency (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Authorized Representatives:**

The following persons will be the primary authorized representatives for all matters concerning this agreement.

Management Analysis and Development: Kristina Krull                      Requesting Agency: Eric Grumdahl

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 1,062 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$148,680.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the State's Authorized Representative.

**5. Effective Dates:**

This agreement is effective July 26, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until September 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency’s Authorized Representative:**

The Requesting Agency’s authorized agent for the purposes of this agreement is Rachel Robinson. This person shall have final authority for accepting the Division’s services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.



**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

1. Requesting Agency	2. Management Analysis and Development
By:  Title: Deputy Commissioner Date: 7/29/21	By:  Title: Renda E Rappa Date: 2021.07.22 10:47:34 -05'00' Digitally signed by Renda E Rappa