

## **AMENDED AND RESTATED JOINT POWERS AGREEMENT**

### **Between City of Saint Paul And Ramsey County For Emergency Solutions Grant Administration**

#### **I. INTRODUCTION:**

The City of Saint Paul (hereinafter the “City”) and Ramsey County (hereinafter the “County”), agree on this \_\_\_\_ day of \_\_\_\_\_ to enter into this Amended and Restated Joint Powers Agreement (hereinafter the “JPA” or “Agreement”) pursuant to Minnesota Statutes 471.59 for the purpose of providing for the administration of the Emergency Solutions Grant (hereinafter “ESG”) program (the “Program”) activities funded by the Department of Housing and Urban Development (hereinafter “HUD”). The City and County each a “Party” and collectively the “Parties.”

#### **Recitals**

WHEREAS, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378), revising the Emergency Shelter Grants Program in significant ways and renaming it the Emergency Solutions Grants (ESG) program (the “ESG Program” or “Program”); and

WHEREAS, the City is an entitlement grantee and recipient of ESG Program funding (the “ESG Award”); and

WHEREAS, the City and County are parties to that certain Joint Powers Agreement, dated December 17, 2019 (the “Original JPA”), under which the County, as an instrumentally of the City, selects ESG subrecipients, enters into contracts with selected ESG subrecipients, and provides for the administration of the City’s ESG Award on behalf of the City; and

WHEREAS, the City and County desire to amend the scope of the Original JPA to allow the County to directly carry out ESG activities and for the County to be reimbursed for said activities with City ESG Award funds.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as of the date first written above, the Original JPA is amended, restated, and replaced in its entirety by this JPA as follows:

#### **II. PERFORMANCE AND FUNDING:**

The County, through its employees, agents or contractors, will provide the services described in Section III of this JPA on behalf of City. The City, through its employees, agents or contractors, will provide the services described in Section IV herein.

The time of performance of this JPA shall be from the date first in the Original JPA and continue until August 31, 2024 (the “Initial Term”). Upon expiration of the Initial Term, the time of performance of this JPA shall automatically extend for five (5) one-year periods (the “Extension Periods”), unless either Party provides written notice to the other Party at

least ninety (90) days in advance of the end of any Extension Period that it does not wish to extend the time of performance.

### III. COUNTY AGREES TO:

1. Carry out Program activities, either directly or through the use of subrecipients, and comply with Grant Agreement No. E-19-MC-27-0007 (CFDA No. 14.231) dated June 2019, between City and HUD, attached hereto as **Exhibit A**, and any subsequent ESG Program Grant Agreements entered into between City and HUD during the time of performance of this JPA (collectively the "Grant Agreement"), all applicable federal, state, and local laws and rules governing the services performed and funds provided under this JPA, including but not limited to the HEARTH Act, ESG Program regulations (24 C.F.R. Part 576), the Uniform Administrative Requirements (2 C.F.R. 200), the City's Consolidated Plan submissions, and the City's Emergency Solutions Grant Program Manual, as such may be amended from time to time (collectively the "ESG Requirements").
2. Select Grant subrecipients competent to implement the Program. County will use the same selection process used by Heading Home Ramsey Continuum of Care to select subrecipients. The County will invite City staff to participate in the selection process.
3. Enter into contracts with the selected subrecipients (hereinafter "Subrecipient Agreements"). All Subrecipient Agreements must comply with the ESG Requirements. The Subrecipient Agreements must be separate from any contracts for the implementation of Program funds provided by HUD to County.
4. County shall ensure, or contract with the subrecipients to ensure, that the Program is administered in accordance with all applicable laws, regulations, and standards.
5. Manage the performance of each subrecipient under the applicable Subrecipient Agreement.
6. Submit reimbursement requests to City pursuant to Paragraph V hereof.
7. Use HMIS to collect data and report on Program outputs and outcomes as required by HUD. Work with the City to submit data reports as required to HUD.
8. Obtain DUNS numbers and/or Unique Entity Identifiers for all subrecipients and confirm Central Contractor Registration for all subrecipients.
9. Conduct the initial, quarterly, and annual reporting requirements with respect to activities funded with the Program.
10. Respond to any HUD, City, and County communications, investigations, or audits.
11. Monitor performance measures for subrecipients and program compliance in accordance with the scope of services on all Subrecipient Agreements. The performance measures for each contract shall be those included in City's HUD Consolidated Plan and the Heading Home Ramsey Continuum of Care. Program compliance shall be compliance with ESG requirements. County will report and share results of compliance and performance to City representatives and work with City representatives to resolve any issues identified as subrecipient deficiencies.

12. Administer any other elements of the Program not specifically administered by City pursuant to Section IV hereof.

**IV. CITY AGREES TO:**

1. Provide information to County that is required for County to undertake the activities articulated in Section III.
2. Manage the HUD application process for the Program.
3. When feasible, provide notification of funding ninety (90) days prior to any Extension Period.
4. Enter into the Grant Agreement.
5. Manage all activities relating to the Program in the IDIS System.
6. Provide representation at all meetings where necessary.
7. Coordinate and consult with the appropriate County staff about any and all Project activities.
8. Risk rate and monitor the County in accordance with City subgrantee monitoring policies and ESG Requirements.
9. Disburse ESG Award funds to County, as provided by the procedure articulated herein, including eligible administrative fees subject to the provisions of 24 CFR 576.108.

**V. DISBURSEMENT PROCEDURE:**

City will draw down ESG Award funds from IDIS and disburse them to County to reimburse allowable costs of eligible Program activities undertaken by the County and subrecipients under Subrecipient Agreements described in Section III of this JPA in accordance with the following disbursing procedures:

- (a) For each Program activity and/or Subrecipient Agreement, at least quarterly, but no more often than monthly, County will submit to City a Reimbursement Request in the form attached hereto as **Exhibit B**, duly executed on behalf of County, setting forth the information requested therein.
- (b) At the time of submission of each Reimbursement Request, County shall submit such supporting evidence as may be requested by City to substantiate all payments that are to be made under the relevant Reimbursement Request and/or to substantiate all payments then made with respect to the ESG Award funds.
- (c) City will advance ESG Award funds pursuant to 24 CFR 85.21(c), provided County and applicable subrecipient(s) demonstrate an ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by County and/or subrecipient.

- (d) No charges may be applied to the ESG Award beyond the expenditure deadline contained in the applicable Grant Agreement, subject to extension if allowed by HUD.

**VI. ACCOUNTING STANDARDS, RECORDS, AUDIT REVIEW, AND INSPECTIONS:**

- (a) County agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles (GAAP) to properly account for expenses incurred under this JPA. The County shall ensure that all payments are made in accordance with applicable federal, state, and local laws. The County shall maintain appropriate segregation of duties for payment processing and related financial transactions.
- (b) Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the County will retain all records pertinent to expenditures incurred under this JPA in a legible form for a period of six (6) years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this JPA shall be retained for six (6) years after final disposition of such property.
- (c) County agrees that City, the Minnesota State Auditor, HUD, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of County and involve transactions relating to this JPA.

**VII. MERGER AND MODIFICATION:**

- (a) It is understood and agreed that the entire agreement between the Parties is contained herein and that this JPA supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All Exhibits and ESG Requirements referenced in this JPA are incorporated herein by reference and deemed to be a part of this JPA.
- (b) Any alterations, variations, modifications, or waivers of provisions of this JPA shall only be valid when they have been reduced to written as an amendment to this JPA signed by both Parties.

**VIII. DEFAULT AND CANCELLATION:**

It is a default of this JPA if either Party fails to perform any of the provisions of this JPA or so fails to administer the work as to endanger the performance of the JPA. In such case of default, this JPA may be cancelled as provided for herein. In the event of a default by County, City may refuse to disburse ESG Award funds under Section V until such default is cured.

**IX. INDEPENDENT CONTRACTOR:**

County shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the

relationship of co-partners between the parties hereto or as constituting County as the agent, representative or employee of City for any purpose or in any manner whatsoever. County is to be and shall remain an independent contractor with respect to all services performed under this JPA. Any and all personnel of County or other persons while engaged in the performance of any work or services required by County under this JPA shall have no contractual relationship with City, and shall not be considered employees of City.

**X. ACTS AND OMISSIONS:**

Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Party to this JPA will be responsible for its own acts and omissions and those of its officers, agents, and employees with respect to any claims, lawsuits, or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this JPA. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each party is entitled to by law. The provisions of Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against City and/or County as a result of this JPA

**XI. CODE OF ETHICS:**

Pursuant to Chapter 24 of the Saint Paul Administrative Code, both the City and County must comply with City's Code of Ethics. The County affirms that to the best of its knowledge, the County's involvement in this Agreement does not result in a conflict of interest. Should any conflict or potential conflict of interest become known to the County, the County shall immediately notify the City of the conflict or potential conflict, specifying the part of this JPA giving rise to the conflict or potential conflict. Unless waived by the City, a conflict or potential conflict may, in the City's reasonable discretion, be cause for cancellation or termination of this Agreement

**XII. DISTRIBUTION OF ASSETS:**

Upon termination of this JPA, any Grant proceeds in the possession of County shall be returned to City.

**XIII. MISCELLANEOUS:**

- (a) Amendments. This JPA may be amended at any time by written agreement of both parties.
- (b) No New Entity or Joint Board. Nothing in this JPA shall be construed as the creation of a new governmental body or a joint board, as that term is used in Minnesota Statutes Section 471.59.
- (c) Electronic Signatures and Documents. To facilitate execution of this JPA, the facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

***[INTENTIONALLY LEFT BLANK - SIGNATURES TO FOLLOW]***

The Saint Paul City Council and the Ramsey County Board of Commissioners having duly approved this JPA, and pursuant to such approval, the proper City and County officials having signed this JPA, the Parties hereto agree to be bound by the provisions set forth herein.

**EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE:**

**CITY OF SAINT PAUL**

**RAMSEY COUNTY**

By: \_\_\_\_\_  
Mayor or Deputy Mayor

By: \_\_\_\_\_  
Trista MatasCastillo, Chair  
Ramsey County Board of Commissioners

By: \_\_\_\_\_  
Director, Office of Financial Services

By: \_\_\_\_\_  
Mee Cheng, Chief Clerk  
Ramsey County Board of Commissioners

By: \_\_\_\_\_  
Director, Planning & Economic Development

By: \_\_\_\_\_  
Director, Housing Stability

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Assistant County Attorney