

JOINT POWERS AGREEMENT

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

X. INTRODUCTION:

The City of Saint Paul (hereinafter the "City") and Ramsey County (hereinafter the "County"), agree on this ____ day of December 2019 to enter into this Joint Powers Agreement (hereinafter the "JPA") 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 County, through its employees, agents or contractors, will provide the services described in Section III of this Agreement on behalf of City. The City, through its employees, agents or contractors, will provide the services described in Section IV herein.

XI. TIME OF PERFORMANCE AND FUNDING:

The time of performance of this JPA shall be from the date first written above 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.

XII. COUNTY AGREES TO:

1. 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 Grant Agreements entered into between City and HUD during the time of performance of this JPA (collectively the "Grant Agreement"), which are provided to County for the purpose of this JPA (collectively the "Grant"), and all requirements of the Program and other applicable laws.
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 applicable law and all requirements of HUD, the Program, and the Grant Agreement. 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 disbursement 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 City representatives to submit data reports as required to HUD.
8. Obtain DUNS numbers 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, as attached hereto as **Exhibit C**. 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.

XIII. 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.
9. Disburse Grant funds to County, as provided by the procedure articulated herein, including eligible administrative fees subject to the provisions of 24 CFR 576.108.

XIV. DISBURSEMENT PROCEDURE:

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

- (a) For each Subrecipient Agreement, at least quarterly, but no more often than monthly, County will submit to City a Draw Request in the form attached hereto as **Exhibit D**, duly executed on behalf of County, setting forth the information requested therein.
- (b) At the time of submission of each Draw 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 Draw Request and/or to substantiate all payments then made with respect to the Grant.
- (c) City will advance funds pursuant to 24 CFR 85.21(c), provided County and subrecipient demonstrate an ability to maintain procedures to minimize the time elapsing between the transfer to and disbursement by County and subrecipient.
- (d) No charges may be applied to the Grant beyond the expenditure deadline contained in the applicable Grant Agreement, subject to extension if allowed by HUD.

XV. AUDIT REVIEW:

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.

XVI. 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 items referenced in this JPA are incorporated or attached 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.

XVII. 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 funds under Section V until such default is cured.

XVIII. 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.

XIX. ACTS AND OMISSIONS:

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

XX. 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.

XXI. DISTRIBUTION OF ASSETS:

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

XXII. AMENDMENTS:

This JPA may be amended at any time by written agreement of both parties.

[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: _____
Melvin Carter, Mayor

By: _____
Jim McDonough, Chair
Ramsey County Board of Commissioners

By: _____
John McCarthy, OFS Director

By: _____
Janet Guthrie, Chief Clerk
Ramsey County Board of Commissioners

By: _____
Kristin Guild, PED Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant City Attorney

Assistant County Attorney