

**First Amendment to the Amended and Restated Joint Powers Agreement Between
City of Saint Paul And Ramsey County for Emergency Solutions Grant Administration
executed on February 29, 2024.**

WHEREAS, the City of Saint Paul ("City") and Ramsey County ("County"), collectively the "Parties", entered into an Agreement to administer the Emergency Solutions Grant ("Agreement"), executed by the Parties on December 17, 2019 (the "Original JPA").

WHEREAS, the City of Saint Paul ("City") and Ramsey County ("County"), collectively the "Parties", entered into an Amended and Restated Joint Powers Agreement to administer the Emergency Solutions Grant ("Agreement"), executed by the Parties on August 4, 2022 (the "First Amended and Restated JPA").

WHEREAS, the City of Saint Paul ("City") and Ramsey County ("County"), collectively the "Parties", entered into a second Amended and Restated Joint Powers Agreement to administer the Emergency Solutions Grant ("Agreement"), executed by the Parties on February 29, 2024 (the "Second Amended and Restated JPA").

WHEREAS, the Parties desire to amend the Second Amended and Restated JPA ("Agreement") to clarify that their continued compliance with the Agreement is conditioned on acknowledgment that certain terms and conditions of the federal grant award(s) shall not apply to activities under this Agreement if such terms have been enjoined or determined to be legally unenforceable by court order or other action.

NOW, THEREFORE, it is agreed between the Parties hereto that:

The County can agree to the terms attached to funds disbursed in accordance with the Agreement, but only to the extent such terms, conditions, orders, regulations, rules, interpretations and/or directives are not enjoined by court order, including but not limited to the Preliminary Injunction in King County et al. v. Turner et al., 2:25-cv-00814-BJR (W.D. Wash.) (issued August 12, 2025) ("PI"), in which Ramsey County is a plaintiff, which is incorporated by reference and made a part of this Agreement.

The County withholds consent to and objects to the inclusion of any conditions that are subject to the PI (or other court order), which are legally unenforceable. Ramsey County's consent is contingent on the challenged conditions being restrained. Further, in the event that the PI (or other previously applicable court order) expires, the restrained conditions

will not be imposed or enforced against the County or the subrecipients under the Agreement as to the period that the court order was in effect.

The City has entered into a Federal Award Agreement with the United States Department of Housing and Urban Development (HUD) subject to certain terms, conditions, rules, and regulations being enjoined pursuant to preliminary injunctions in lawsuits for which the City is a party to or protected under as a political subdivision of the State of Minnesota, including but not limited to: City and County of San Francisco v. Trump, No. 3:25-cv-01350-WHO (N.D. Cal. Apr. 24, 2025), City of Fresno v. Scott Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025), and State of New York, et. al. v. USDOJ, et. al. No. 1:25-cv-00345 (D.R.I. Sept. 10, 2025).

Should the United States prevail in the District Court or on appeal in any lawsuit affecting the terms and conditions of the City's Federal Award Agreement, and require the City to agree to any of previously enjoined terms and conditions in order to continue using the Federal Award, either Party may choose to renegotiate the terms of this Agreement or terminate this Agreement for convenience. Both Parties agree to provide 30 day notice to the other party if they choose to terminate this Agreement for convenience.

As each Party's obligations are described in the Agreement, the limitations and protections as described herein shall apply to all obligations including, but not limited to, administration, disbursements, reimbursements, oversight of subrecipients, reporting and auditing. Further, the Parties expressly agree that terms and conditions deemed legally unenforceable and not applicable by court order, through lawsuits for which the City or the County is a party to or included in as a subdivision of the State of Minnesota, either through final order, preliminary injunction, temporary restraining order, or other applicable court order or action, shall not be passed through to the County or its subrecipients, under this Agreement.

[INTENTIONALLY LEFT BLANK – SIGNATURES TO FOLLOW]

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

CITY OF SAINT PAUL

By: _____

Mayor or Deputy Mayor

By: _____

Director, Office of Financial Services

By: _____

Director, Planning & Economic Development

Approved as to Form:

By: _____

Assistant City Attorney

RAMSEY COUNTY

By: _____

Rafael Ortega, Chair, Ramsey County Board of Commissioners

By: _____

Jason Yang, Chief Clerk, Ramsey County Board of Commissioners

By: _____

Director, Housing Stability

Approved as to Form

By: _____

Assistant County Attorney