



Board of Commissioners

Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

February 17, 2026 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of February 17, 2026 is Presented for Approval** [2026-069](#)

Sponsors: County Manager's Office

Approve the agenda of February 17, 2026.

2. **Minutes from February 10, 2026 are Presented for Approval** [2026-070](#)

Sponsors: County Manager's Office

Approve the February 10, 2026 Minutes.

PROCLAMATION

3. **Proclamation: Black History Month** [2026-074](#)

Sponsors: Human Resources

ADMINISTRATIVE ITEMS

4. **State Aid Variance Request for Little Canada Road Improvements** [2026-056](#)

Sponsors: Public Works

1. Request a variance from the Minnesota Department of Transportation Aid Operations Rules Chapter 8820.9936 (Minimum Design Standards, Urban; New or Reconstruction Projects) to allow a reduced design speed in lieu of the required 30 miles per hour minimum.
2. Indemnify, save, and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of the reduced design speed for the Little Canada Road Improvements Project in accordance with Minnesota Rules 8820.9936 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting of this variance.

5. **Transfer Local Affordable Housing Aid Funds from Community and Economic Development to Housing Stability.** [2026-059](#)

Sponsors: Housing Stability

1. Authorize the County Manager to transfer \$4,000,000 from the Community and Economic Development department's Local Affordable Housing Aid fund to the Housing Stability operating budget.
2. Authorize the County Manager to adjust LAHA project budgets that have been established in the Community and Economic Development and Housing Stability departments to reflect the transfer noted above.
3. Authorize the County Manager to move funding within the LAHA project in the Housing Stability department from the 2026 budget year to the 2025 budget year to align with the year the LAHA funding was received.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

6. Grant Acceptance and Agreement to Comply with the Terms of the Agreement with the United States Department of Housing and Urban Development and the city of Saint Paul for the Emergency Solutions Grant [2026-060](#)

Sponsors: Housing Stability

1. Approve the amendment to the joint powers agreement with the city of Saint Paul for the Emergency Solutions Grant administration.
2. Accept a grant award and approve the county's agreement to the terms of a grant agreement between the United States Department of Housing and Urban Development and the city of Saint Paul for the Emergency Solutions Grant upon execution, through September 23, 2027, in the amount of \$594,589.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

7. Amendment to the Single Source Agreement with 4Mativ Technologies, Inc. for Foster Care Student Transportation Management Services [2025-488](#)

Sponsors: Social Services

1. Approve an amendment to the single source agreement with 4MATIV Technologies, Inc. to add additional transportation management, vendor coordination, routing, and technology services and to extend the term of the agreement for the period of July 01, 2023, through August 31, 2026, in the not to exceed amount of \$1,746,000.
2. Authorize the Chair and the Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

Housing and Redevelopment Authority Meeting
Council Chambers – Courthouse Room 300
10:00 a.m. (est.)

Closed Meeting *Closed to the Public*
Re: Sale of 160 E. Kellogg Blvd Building
Courthouse Room 220, Large Conference Room
2:00 p.m.

Advance Notice:

February 24, 2026 No county board meeting - NACo Legislative Conference (Washington, D.C.)
March 03, 2026 No county board meeting - AMC Legislative Conference (Saint Paul, MN)
March 10, 2026 County board meeting – Council Chambers
March 17, 2026 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2026-069

Meeting Date: 2/17/2026

Sponsor: County Manager's Office

Title

Agenda of February 17, 2026 is Presented for Approval

Recommendation

Approve the agenda of February 17, 2026.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2026-070

Meeting Date: 2/17/2026

Sponsor: County Manager's Office

Title

Minutes from February 10, 2026 are Presented for Approval

Recommendation

Approve the February 10, 2026 Minutes.

Attachments

1. February 10, 2026 Minutes



Board of Commissioners

Minutes

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

February 10, 2026 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong and Chair Ortega. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner Xiong.

1. Agenda of February 10, 2026 is Presented for Approval [2026-062](#)

Sponsors: County Manager's Office

Approve the agenda of February 10, 2026.

Motion by Jebens-Singh, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

2. Minutes from February 3, 2026 are Presented for Approval [2026-063](#)

Sponsors: County Manager's Office

Approve the February 3, 2026 Minutes.

Motion by Miller, seconded by Moran. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

ADMINISTRATIVE ITEMS

3. Eighth Amended Joint Powers Agreement of the Ramsey County Violent Crime Enforcement Team [2025-553](#)

Sponsors: Sheriff's Office

1. Approve the Eighth Amended Joint Powers Agreement of the Ramsey County Violent Crime Enforcement Team.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Motion by Xiong, seconded by McMurtrey. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: [B2026-026](#)

5. Joint Powers Agreement with Minnesota Department of Public Safety, Bureau [2026-051](#)
-

of Criminal Apprehension for Participation in the Human Trafficking Investigators Task Force

Sponsors: Sheriff's Office

1. Approve the Joint Powers Agreement with the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Street East, Saint Paul, MN 55106 for participation in the Human Trafficking Investigators Task Force upon execution through five years from the fully executed agreement.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Motion by Xiong, seconded by McMurtrey. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: [B2026-027](#)

4. Joint Powers Agreement with Minnesota Department of Public Safety, Bureau of Criminal Apprehension for Participation in the Violent Crime Reduction Unit [2026-050](#)

Sponsors: Sheriff's Office

1. Approve the Joint Powers Agreement with the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Street East, Saint Paul, MN 55106 for participation in the Violent Crime Reduction Unit upon execution through three years from the fully executed agreement.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Presented by Mike Martin, Undersheriff, Ramsey County Sheriff's Office. Discussion can be found on archived video.

Motion by Jebens-Singh, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: [B2026-028](#)

6. 2026 Capital Improvement Program Bond Series 2026A - Awarding Sale [2025-335](#)

Sponsors: Finance

Approve the attached Resolution awarding the sale of General Obligation Capital Improvement Plan Bonds, Series 2026A.

Presented by Jeanette Boit-Kania, Division Director, Finance, and the county's financial advisor, Baker Tilly Municipal Advisors, LLC. Discussion can be found on archived video.

Motion by McGuire, seconded by Jebens-Singh. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: [B2026-029](#)

POLICY ITEM

7. Presentation: 2026-2027 Countywide Strategic Plan Update [2026-049](#)

Sponsors: Policy & Administrative Strategy

None. For information and discussion only.

Presented by Michael Soto, Director, Policy and Administrative Strategy. Discussion can be found on archived video.

COUNTY CONNECTIONS

Presented by County Manager, Ling Becker. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

No updates.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:48 a.m.

CLOSED MEETINGS

Pursuant to Minnesota Statutes 13D.05, subdivision 3(b) in order to discuss the Ramsey County 2025 Litigation Report. The Ramsey County Board met in a closed meeting, which was not open to the public.

In Re: Ramsey County 2025 Litigation Report

The closed meeting was called to order at 10:57 a.m.

Present: Commissioners Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong, and Chair Ortega.

Also present: Ling Becker, County Manager; Jada Lewis, Civil Division Director, Ramsey County Attorney's Office; Kristine Nogosek, Assistant County Attorney; Brett Bacon, Assistant County Attorney; Deanna Pesik, Chief Compliance and Ethics Officer, Compliance and Ethics Office; Mandy Malecek, Risk Manager, Compliance and Ethics Office; Alex Kotze, Chief Financial Officer, Finance; Jason Yang, Chief Clerk, County Manager's Office.

The Board of Ramsey County Commissioners authorized the office of the Ramsey County staff to proceed as discussed in this closed meeting.

The closed meeting was adjourned at 12:08 p.m.

Pursuant to Minnesota Statutes 13D.05, subdivision 3(b) in order to discuss federal action lawsuit summary. Ramsey County Board met in a closed meeting, which was not open to the public.

In Re Federal Action Lawsuit Summary

The Closed Meeting was called to order at 3:14 p.m.

Present: Commissioners Jebens-Singh, McGuire, McMurtrey, Moran, Xiong, and Chair Ortega.

Excused: Commissioner Miller.

Also present: Ling Becker, County Manager; Jada Lewis, Civil Division Director, Ramsey County Attorney's Office; Stacey D'Andrea, Assistant County Attorney, Bradley Cousins, Assistant County Attorney; Alex Kotze, Deputy County Manager, County Operations Service Team; Maria Sarabia, Chief of Staff, County Manager's Office; Andrew Greenlee, Deputy Chief of Staff; County Manager's Office; Deanna Pesik, Chief Ethics

and Compliance Officer; Jason Yang, Chief Clerk, County Manager's Office.

The Board of Ramsey County Commissioners authorized the Ramsey County staff to proceed as discussed in this closed meeting.

The closed meeting was adjourned at 4:25 p.m.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2026-074

Meeting Date: 2/17/2026

Sponsor: Human Resources

Title

Proclamation: Black History Month

Attachments

1. Proclamation

Proclamation

WHEREAS, February is nationally recognized as Black History Month, an observance first championed by historian Carter G. Woodson to honor Black history, culture, and enduring contributions and to affirm that understanding history is essential to building a more just future; and

WHEREAS, This year marks 100 Years of Greatness, recognizing a century of Black leadership, resilience, creativity, and achievement that has advanced civil rights, strengthened labor movements, expanded opportunity, and shaped the social, cultural, and civic life of communities across the nation; and

WHEREAS, Black residents, leaders, and employees have long contributed to the strength and vitality of Ramsey County as public servants, educators, entrepreneurs, health professionals, artists, faith leaders, veterans, and advocates; and

WHEREAS, Walker West Music Academy, located in the historic Rondo neighborhood, has for decades provided high-quality music education rooted in the Black American music tradition, cultivating artistic excellence, leadership, and community while preserving and advancing a cultural legacy central to the history of Black Americans in Ramsey County; and

WHEREAS, The Ramsey County Board of Commissioners affirms a clear and ongoing commitment to preserving, teaching, and honoring Black history, and to ensuring that the experiences, contributions, and truths of Black communities are not erased, minimized, or forgotten; and

WHEREAS, Honoring Black history requires sustained commitment beyond a single month through learning, partnership, and action that expands opportunity, strengthens understanding, and improves outcomes for all residents; Now, Therefore, Be It

PROCLAIMED, that the Ramsey County Board of Commissioners hereby recognizes February as Black History Month and celebrates 100 Years of Greatness; and Be It Further

PROCLAIMED, that the Ramsey County Board of Commissioners reaffirms a commitment to uplifting Black voices and leadership, preserving Black history, and continuing work that strengthens communities and advances equity across Ramsey County; and Be It Finally

PROCLAIMED, that remembering and honoring Black history is essential to the shared future Ramsey County is building.



Rafael Ortega, Board Chair, District 5



Tara Jebens-Singh, Commissioner, District 1



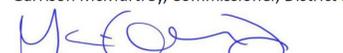
Mary Jo McGuire, Commissioner, District 2



Garrison McMurtrey, Commissioner, District 3



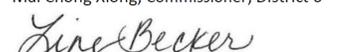
Rena Moran, Commissioner, District 4



Mai Chong Xiong, Commissioner, District 6



Kelly Miller, Commissioner, District 7



Ling Becker, County Manager

Item Number: 2026-056

Meeting Date: 2/17/2026

Sponsor: Public Works

Title

State Aid Variance Request for Little Canada Road Improvements

Recommendation

1. Request a variance from the Minnesota Department of Transportation Aid Operations Rules Chapter 8820.9936 (Minimum Design Standards, Urban; New or Reconstruction Projects) to allow a reduced design speed in lieu of the required 30 miles per hour minimum.
2. Indemnify, save, and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of the reduced design speed for the Little Canada Road Improvements Project in accordance with Minnesota Rules 8820.9936 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting of this variance.

Background and Rationale

Ramsey County is partnering with the city of Little Canada and the Minnesota Department of Transportation to make improvements along Little Canada Road (CSAH 21) from Lakeshore Avenue to the east I-35E ramp terminal (SP 6280-407, SP 062-621-012). The city of Little Canada is the lead agency for the project. The proposed improvements include a raised pedestrian crosswalk for the eastbound Little Canada Road (CSAH 21) approach to the west ramp terminal roundabout. Minnesota Rules for State Aid Operation 8820.9936 require a minimum design speed of 30 miles per hour for urban reconstructed roadways. The proposed raised crosswalk requires a reduced design speed in lieu of the required 30 mile per hour minimum to accommodate the raised crosswalk. Therefore, a variance from Minnesota Rules for State Aid Operation 8820.9936 is needed.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

This is a pedestrian safety improvement project. The racial equity impact with this request is unknown.

Community Participation Level and Impact

Little Canada had public engagement for the project. In addition, Ramsey County had three open houses for the adjacent County Road C project (Lexington to Little Canada Road) and Little Canada was present to represent their project at these open houses

Inform Consult Involve Collaborate Empower

Fiscal Impact

Ramsey County is participating in the costs of this project (approximately \$1.955M county funds for the \$10.91M project total), but this variance will not have a significant cost impact.

Last Previous Action

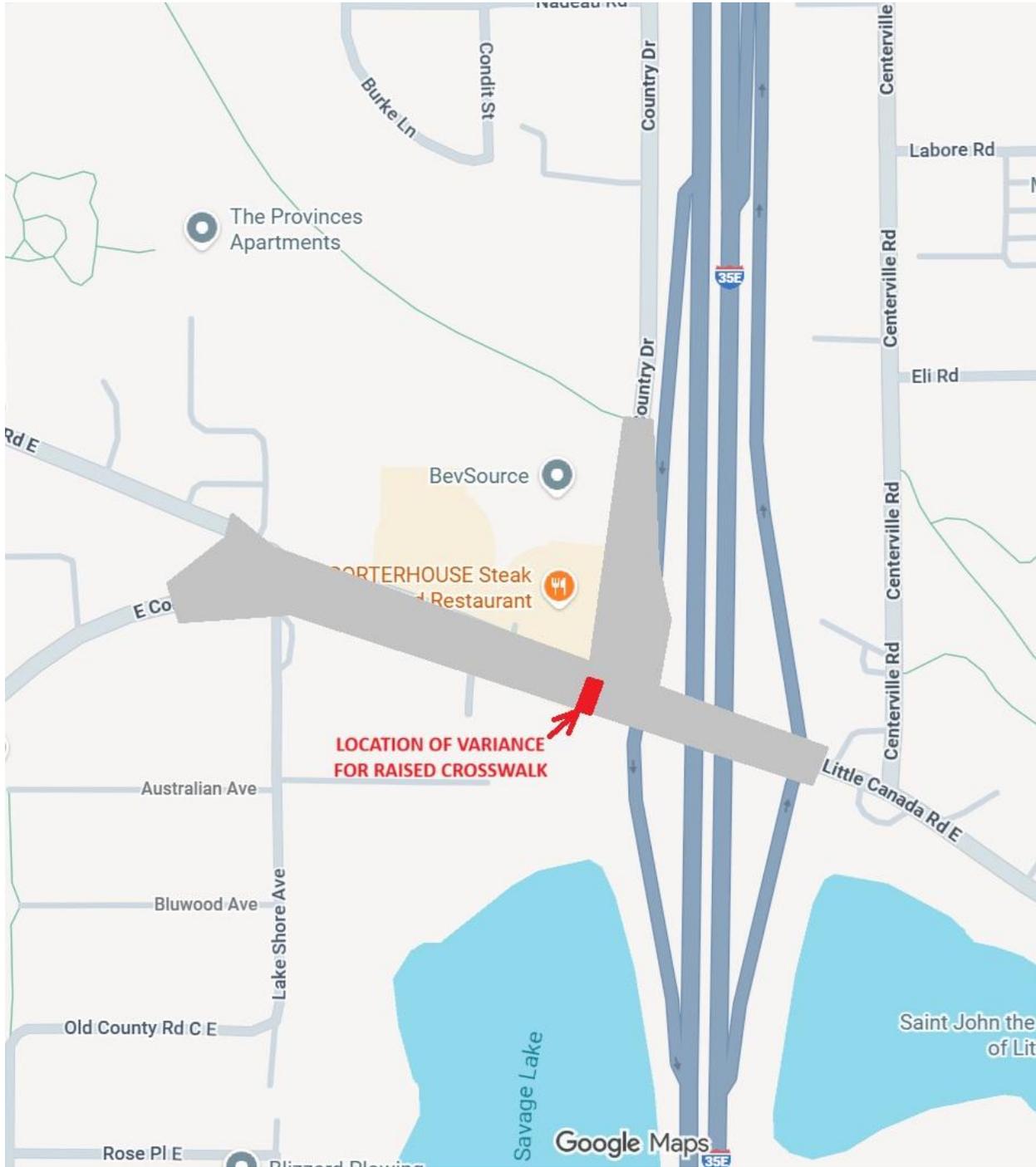
On November 25, 2025, the Ramsey County Board of Commissioners approved the 2026-2030 Transportation Improvement Program (Resolution B2025-218).

Attachments

1. Location Map

2026 Little Canada Road and I-35E project

VARIANCE LOCATION MAP



Board of Commissioners

Request for Board Action

Item Number: 2026-059

Meeting Date: 2/17/2026

Sponsor: Housing Stability

Title

Transfer Local Affordable Housing Aid Funds from Community and Economic Development to Housing Stability.

Recommendation

1. Authorize the County Manager to transfer \$4,000,000 from the Community and Economic Development department's Local Affordable Housing Aid fund to the Housing Stability operating budget.
2. Authorize the County Manager to adjust LAHA project budgets that have been established in the Community and Economic Development and Housing Stability departments to reflect the transfer noted above.
3. Authorize the County Manager to move funding within the LAHA project in the Housing Stability department from the 2026 budget year to the 2025 budget year to align with the year the LAHA funding was received.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

The Local Affordable Housing Aid (LAHA) program is a state-funded initiative designed to support the development, preservation, and stabilization of affordable housing across all seven metropolitan counties and select metropolitan cities. Governed by Minnesota state statute, LAHA funds are restricted to uses that advance affordable housing outcomes, including capital investments in affordable housing projects, programs administered by nonprofit housing providers, and rental assistance serving low- and moderate-income households. The program is financed through a dedicated metropolitan-area sales tax, providing a consistent and regionally shared revenue source to address housing needs. Each year, the Minnesota Department of Revenue certifies preliminary distribution factors for eligible counties and cities by August 1, in accordance with statutory requirements. These certifications determine each jurisdiction's annual LAHA allocation.

In 2025, Ramsey County Community and Economic Development (CED) received a total allocation of \$15,929,046.06 in LAHA funds. Of this amount, \$11,900,000 was awarded to 17 affordable housing development projects through a competitive Housing Development solicitation process administered by CED. These investments support the creation and preservation of affordable housing units throughout Ramsey County and advance countywide housing goals.

Four million of the 2025 LAHA allocation was also committed by CED through a Ramsey County board workshop to Housing Stability (HSD) in March of 2025, but funds were not formally transferred to the HSD's operating budget. Housing Stability is asking to transfer these funds to address critical housing needs among individuals and households experiencing homelessness or housing instability.

The determined use of 2025 LAHA funds reflect community-identified priorities and ongoing engagement with

housing stability and homelessness response partners. As illustrated in the table below, Housing Stability intends to strategically allocate LAHA funding across multiple program areas over the 2025-2027 period, with investments supporting Ramsey County Housing Court; the Shelter Entry Diversion (SHED) program for prevention/rental assistance; Interfaith Action of Greater Saint Paul, for *Project Home*; Housing Support, as permitted by statute 462A.37, subdivision 1; and emergency shelter operations at the Emerald Inn.

Transferring of these funds is designed to address both immediate housing crises and longer-term housing stability needs by providing prevention services, diverting households from shelter, supporting access to housing, and sustaining critical shelter capacity.

2025 Housing Affordable Housing Aid Fund Allocation

| AREA | 2025 | 2026 | 2027 | 2028 | TOTAL |
|---|------------------|--------------------|--------------------|------|--------------------|
| Housing Court | | \$1,000,000 | \$1,000,000 | | \$2,000,000 |
| SHED | \$257,500 | \$515,000 | \$257,500 | | \$1,030,000 |
| Interfaith Action of Greater Saint Paul | | \$300,000 | \$500,000 | | \$800,000 |
| Housing Support - Statute 462a.37, Subdivision1 | | \$32,000 | \$32,000 | | \$64,000 |
| Emerald Inn | \$106,000 | | | | \$106,000 |
| TOTALS | \$363,500 | \$1,847,000 | \$1,789,500 | | \$4,000,000 |

The multi-year distribution of funds allows Housing Stability to provide continuity for key programs while maintaining flexibility to respond to changing community needs and system pressures. This fund transfer will allow Housing Stability to respond to ongoing system pressures, support housing interventions for residents with the highest needs, and strengthen the continuum of housing and shelter options within Ramsey County.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Ramsey County experiences significant racial disparities in housing stability outcomes, with residents of color—particularly African American and American Indian residents—experiencing homelessness at disproportionately higher rates than white residents, as documented in Heading Home Ramsey’s 2024 Needs Assessment.

Housing Stability’s use of LAHA funds is intended to directly address these inequities by investing in housing interventions that serve populations most impacted by housing instability and homelessness. The proposed transfer of LAHA funds will prioritize supportive housing and emergency shelter, which disproportionately serve residents of color and individuals with intersecting barriers related to disability, health, and income.

Community Participation Level and Impact

Housing Stability’s approach to community participation is grounded in ongoing engagement with residents, service providers, and system partners who are directly involved in preventing and responding to homelessness. Housing Stability relies on continuous collaboration with nonprofit housing providers, supportive service organizations, and community-based partners who work closely with residents experiencing housing instability and homelessness.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Funding will be transferred to the Housing Stability Department from 2025 Local Affordable Housing Aid Fund in the amount of \$4,000,000. The Local Affordable Housing Aid is included in the 2026-2027 Housing Stability department budget.

Last Previous Action

On March 18, 2025, the Ramsey County Board of Commissioners approved allocation of Local Affordable Housing Aid for the support and Stabilization of Affordable Housing (Resolution B2025-058).

On October 15, 2024, the Ramsey County Board of Commissioners approved the acceptance of Local Affordable Housing Aid for the Community Economic Development department. (B2024-205).

Attachments

None.

Item Number: 2026-060

Meeting Date: 2/17/2026

Sponsor: Housing Stability

Title

Grant Acceptance and Agreement to Comply with the Terms of the Agreement with the United States Department of Housing and Urban Development and the city of Saint Paul for the Emergency Solutions Grant

Recommendation

1. Approve the amendment to the joint powers agreement with the city of Saint Paul for the Emergency Solutions Grant administration.
2. Accept a grant award and approve the county's agreement to the terms of a grant agreement between the United States Department of Housing and Urban Development and the city of Saint Paul for the Emergency Solutions Grant upon execution, through September 23, 2027, in the amount of \$594,589.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

The federal Department of Housing and Urban Development (HUD) distributes the Emergency Solutions Grant (ESG), a formula grant program, to local governmental units for emergency shelter, street outreach, homelessness prevention, and rapid re-housing. Since 2019, the city of Saint Paul has been transferring the full grant amount to Ramsey County as the sub-recipient of the ESG funds. The joint powers agreement between Ramsey County and the city requires that the county agrees to the terms of ESG grant agreements between HUD and the city, including the attached agreement covering Sep. 3, 2024, through Sep. 2, 2026. Ramsey County is responsible for selecting service providers, complying with federal requirements, managing agreements and performance of sub-recipients, and aligning ESG with the Heading Home Ramsey Continuum of Care.

Ramsey County Housing Stability and the city of Saint Paul amended their joint powers agreement to include language stating that, in Year Two, ESG applicants funded in Year One will be required to submit a Letter of Interest in place of a full solicitation response. A Letter of Interest process for the 2026 program year will occur in February 2026. All current ESG applicants will be required to apply

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

In Ramsey County, homelessness is experienced inequitably, with stark racial disparities that reflect the impacts of historical and ongoing structural racism in housing, employment, health care, and the criminal legal system. Individuals identifying as American Indian and African American are disproportionately impacted, experiencing homelessness at rates approximately 14 times and 8 times higher, respectively, than their white counterparts. Recent data from single-adult shelters further illustrate these disparities. Shelter utilization data shows that 44% of shelter users identify as Black/African American, compared to 33% White, 6% LatinX, 3% American Indian, and 2% Asian, with 7% identifying as multiple races and 5% unknown. These proportions do

not reflect the racial composition of the county overall, underscoring the overrepresentation of people of color within the homeless response system.

ESG-funded services will be delivered in alignment with Heading Home Ramsey’s Continuum of Care (CoC) framework, emphasizing culturally responsive practices, equitable access to services, and partnerships with community-based organizations that have established trust with Black, Indigenous, and other communities of color.

Community Participation Level and Impact

Heading Home Ramsey is a community-wide partnership committed to the goal of ending homelessness in the cities and neighborhoods of Ramsey County. This is a coalition comprised of residents, social service providers, housing providers, philanthropic partners, business, community and government working together. The joint powers agreement aligns ESG funding with Heading Home Ramsey’s community-driven priorities and bring greater community review of the subrecipient application and selection process.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for this grant is included in the 2026 budget.

Last Previous Action

On February 18, 2025, the Ramsey County Board of Commissioners approved a grant acceptance and agreement to comply with the terms of the Agreement with the United States Department of Housing and Urban Development and the city of Saint Paul for the Emergency Solutions Grant (Resolution B2025-040).

Attachments

1. Amended and Restated Joint Powers Agreement for Saint Paul and Ramsey County.
2. First Amendment to the Amended and Restated Joint Powers Agreement for Saint Paul and Ramsey County.
3. Emergency Solutions Grant Funding Approval Agreement.

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) two-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. Beginning with Fiscal Year 2023 (FY23), the solicitation process for the Emergency Solutions Grant will adopt a continual or ‘rolling’ solicitation format. The solicitation process will be open for a two-year time frame, after which a new two-year time frame will begin every two years for as long as this Agreement is in force. All applicants are required to complete a full solicitation response in Year One of each two-year time frame. In Year Two, applicants who were funded in Year One and seek Year Two funding may complete a Letter of Interest (LOI) instead of a full solicitation response. All new applicants in Year Two of each two-year time frame will be required to complete a full solicitation response.
3. 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.
4. 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.
5. County shall ensure, or contract with the subrecipients to ensure, that the Program is administered in accordance with all applicable laws, regulations, and standards.
6. Manage the performance of each subrecipient under the applicable Subrecipient Agreement.
7. Submit reimbursement requests to City pursuant to Paragraph V hereof.
8. 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.
9. Obtain Unique Entity Identifiers for all subrecipients and confirm Central Contractor Registration for all subrecipients.
10. Violence Against Women Act (VAWA)
Incorporate the Violence Against Women Act (VAWA) Reauthorization of 2022 into all subrecipient agreements, including but not limited to the Right to Report Crime and

Emergencies from one's home provision that can be found at 34 U.S.C. 12495.

11. Conduct the initial, quarterly, and annual reporting requirements with respect to activities funded with the Program.
12. Respond to any HUD, City, and County communications, investigations, or audits.
13. 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.
14. 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

By: *Jaime Rae Tincher*
Jaime Rae Tincher (Feb 29, 2024 11:26 CST)

Mayor or Deputy Mayor

By: 

Director, Office of Financial Services

By: *Nicolle Goodman*
Nicolle Goodman (Feb 29, 2024 11:09 CST)

Director, Planning & Economic Development

RAMSEY COUNTY

By: 
Trista L Martinson (Feb 28, 2024 17:07 CST)

Trista Martinson, Chair
Ramsey County Board of Commissioners

By: *M. Cheng*

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

By: 

Director, Housing Stability

APPROVED AS TO FORM:

Daniel D. Stahley
Dan Stahley (Feb 28, 2024 17:25 CST)

Assistant City Attorney

APPROVED AS TO FORM:

Brad Cousins
Brad Cousins (Feb 27, 2024 12:20 CST)

Assistant County Attorney

AMENDED AND RESTATED JOINT POWERS AGREEMENT - Saint Paul and Ramsey County (1.02.2024) 2 (002)

Final Audit Report

2024-02-29

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| Created: | 2024-02-21 |
| By: | Thea Gaither (Thea.Gaither@ci.stpaul.mn.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAIHKqpscsie3P939LC86UUC--3-J-rnJD |

"AMENDED AND RESTATED JOINT POWERS AGREEMENT - Saint Paul and Ramsey County (1.02.2024) 2 (002)" History

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-  Document emailed to bradley.cousins@co.ramsey.mn.us for signature
2024-02-21 - 9:10:32 PM GMT
-  Email sent to peter.leggett@ci.staul.mn.us bounced and could not be delivered
2024-02-21 - 9:10:47 PM GMT
-  Email viewed by bradley.cousins@co.ramsey.mn.us
2024-02-22 - 8:59:02 PM GMT
-  Signer bradley.cousins@co.ramsey.mn.us entered name at signing as Brad Cousins
2024-02-27 - 6:20:42 PM GMT
-  Document e-signed by Brad Cousins (bradley.cousins@co.ramsey.mn.us)
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-  Document emailed to Keith Lattimore (keith.lattimore@co.ramsey.mn.us) for signature
2024-02-27 - 6:20:46 PM GMT
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2024-02-28 - 9:43:01 PM GMT
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Signature Date: 2024-02-28 - 9:43:51 PM GMT - Time Source: server

-  Document emailed to Mee Cheng (mee.cheng@co.ramsey.mn.us) for signature
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2024-02-28 - 11:00:08 PM GMT
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2024-02-28 - 11:06:59 PM GMT
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2024-02-28 - 11:25:13 PM GMT
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2024-02-29 - 3:05:01 AM GMT
-  Signer nicolle.goodman@ci.stpaul.mn.us entered name at signing as Nicolle Goodman
2024-02-29 - 5:09:04 PM GMT
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-  Document emailed to John McCarthy (john.mccarthy@ci.stpaul.mn.us) for signature
2024-02-29 - 5:09:08 PM GMT
-  Email viewed by John McCarthy (john.mccarthy@ci.stpaul.mn.us)
2024-02-29 - 5:14:19 PM GMT

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Signature Date: 2024-02-29 - 5:14:28 PM GMT - Time Source: server

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2024-02-29 - 5:14:30 PM GMT

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2024-02-29 - 5:25:50 PM GMT

 Signer jaime.tincher@ci.stpaul.mn.us entered name at signing as Jaime Rae Tincher

2024-02-29 - 5:26:07 PM GMT

 Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)

Signature Date: 2024-02-29 - 5:26:09 PM GMT - Time Source: server

 Agreement completed.

2024-02-29 - 5:26:09 PM GMT

**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: Nick A. Stumo-Langer

Mayor or Deputy Mayor

By: Laura Logsdon

Director, Office of Financial Services

Melanie McMahon

By: Melanie McMahon (Feb 7, 2026 16:18:07 CST)

Director, Planning & Economic Development

Approved as to Form:

By: Cristina Cruz-Fernandez

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: Jaime Wilkins

Jaime Wilkins, Director, Housing Stability

Approved as to Form

By: /s/ Stacey D'Andrea

Assistant County Attorney

First amendment to the Restated ESG JPA Saint Paul And Ramsey County_final_121625 (1)_1

Final Audit Report

2026-02-09

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| Created: | 2026-02-03 |
| By: | Thea Gaither (Thea.Gaither@ci.stpaul.mn.us) |
| Status: | Signed |
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"First amendment to the Restated ESG JPA Saint Paul And Ramsey County_final_121625 (1)_1" History

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2026-02-03 - 6:26:57 PM GMT
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2026-02-07 - 5:19:20 AM GMT

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2026-02-09 - 6:03:46 PM GMT

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Signature Date: 2026-02-09 - 6:06:30 PM GMT - Time Source: server

 Agreement completed.

2026-02-09 - 6:06:30 PM GMT

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT**

A. General Federal Award Information

| | |
|--|---|
| 1. Recipient name (must match Unique Entity Identifier name) and address: St Paul 25 WEST FOURTH STREET 1400 CITY HALL ANNEX ST. PAUL, MN 55102-0000 | 12. Assistance listing number and title: 14.231, Emergency Solutions Grants Program |
| 2. Recipient's Unique Entity Identifier: SHQDV94JYMU4 | 13. Amount of federal funds obligated by this action: \$594,589.00 |
| 3. Tax identification number: 416005521 | 14. Total amount of federal funds obligated: \$594,589.00 |
| 4. Federal Award Identification Number (FAIN): E25MC270007 | 15. Total approved cost sharing (if applicable): \$594,589.00 (See Addendum 2) |
| 5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guaranteed <input type="checkbox"/> | 16. Total federal award amount, including approved cost sharing: \$1,189,178.00 |
| 6. Period of performance start and end date: 9/24/2025 - 9/23/2027 | 17. Budget approved by HUD: 9/24/2025 |
| 7. Budget period start and end date: 9/24/2025 - 9/23/2027 | 18. Fiscal year: 2025 |
| 8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> # | 19. Statutory authority: 42 U.S.C. 11371 et seq. |
| 9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule | 20. Applicable appropriations act(s): Public Law 119-4 |
| 10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 21. Notice/notice of funding opportunity this award is made under (if applicable): N/A |
| 11. Awarding official name and contact information: Matthew LaMantia Regional Director | 22. Program regulations (if applicable): 24 C.F.R. 576 |
| 23. Federal award description: The Emergency Solutions Grant Program is designed to assist people with quickly regaining stability in permanent housing after experiencing a housing crisis and/or homelessness. <ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule | |

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Emergency Solutions Grants program statute 42 U.S.C. 11371 et seq., the program regulations at 24 C.F.R. § 576 (as now in effect and as may be amended

U.S. Department of Housing and Urban Development — Federal Award Agreement

from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements that are not subject to any applicable injunction order or temporary restraining order in *City and County of San Francisco v. Trump*, No. 3:25-cv-01350-WHO (N.D. Cal. Apr. 24, 2025; Clarifying Orders May 9, 2025, and June 23, 2025; Second Preliminary Injunction Aug. 22, 2025), *City of Fresno v. Scott Turner*, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025), or *State of New York, et. al. v. USDOJ, et. al.* No. 1:25-cv-00345 (D.R.I. Sept. 10, 2025), unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt,

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and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

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such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, [that are not subject to any applicable injunction order or temporary restraining order in *City and County of San Francisco v. Trump*, No. 3:25-cv-01350-WHO \(N.D. Cal. Apr. 24, 2025; Clarifying Orders May 9, 2025, and June 23, 2025; Second Preliminary Injunction Aug. 22, 2025\), *City of Fresno v. Scott Turner*, No. 3:25-cv-07070-RS \(N.D. Cal. Aug. 27, 2025\), or *State of New York, et. al. v. USDOJ, et. al.* No. 1:25-cv-00345 \(D.R.I. Sept. 10, 2025\)](#), HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof [that are not subject to any applicable injunction order or temporary restraining order in *City and County of San Francisco v. Trump*, No. 3:25-cv-01350-WHO \(N.D. Cal. Apr. 24, 2025; Clarifying Orders May 9, 2025, and June 23, 2025; Second Preliminary Injunction Aug. 22, 2025\), *City of Fresno v. Scott Turner*, No. 3:25-cv-07070-RS \(N.D. Cal. Aug. 27, 2025\), or *State of New York, et. al. v. USDOJ, et. al.* No. 1:25-cv-00345 \(D.R.I. Sept. 10, 2025\)](#), are to be construed to have full and expansive effect in both interpretation and application, and the parties agree

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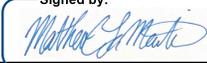
that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

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D. Specific Terms and Conditions Not applicable Attached

| | | |
|---|--|--|
| For the U.S. Department of HUD (name and title of authorized official) Matthew LaMantia Regional Director | Signature Signed by:  <small>E643038893BA495...</small> | Date/ Federal Award Date 9/24/2025 |
| For the Recipient (name and title of authorized official) | <u><i>Jaime Rae Tincher</i></u> <small>Jaime Rae Tincher (Sep 20, 2025 15:01:59 CDT)</small> Signature Its: Deputy Mayor <u><i>Laura Logedon</i></u> Signature Its: Finance Director <u><i>Melanie McMahon</i></u> <small>Melanie McMahon (Sep 19, 2025 16:59:52 CDT)</small> Signature Its: Planning and Economic Development Director Approved as to form: <u><i>S. Sullivan</i></u> <small>Sarah Sullivan (Sep 18, 2025 15:09:37 CDT)</small> Signature Its: Assistant City Attorney | 20/09/2025 Date 18/09/2025 Date 19/09/2025 Date 18/09/2025 Date |

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ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government; *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025).*
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025).*
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964; *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025).*
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that, *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025).*
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (~~8 U.S.C. 1601-1646~~) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, ~~Executive Order 14218~~, or other Executive Orders or immigration laws. *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025) and the Court's preliminary injunction in State of New York, et. al. v. USDOJ, et. al. No. 1:25-cv-00345 (D.R.I. Sept. 10, 2025).*
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations. *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025) and the Court's preliminary injunction in City and County of San Francisco v. Trump, No. 3:25-cv-01350-WHO (N.D. Cal. Apr. 24, 2025);*

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Clarifying Orders May 9, 2025, and June 23, 2025; Second Preliminary Injunction Aug. 22, 2025).

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States. *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025) and the Court's preliminary injunction in State of New York, et. al. v. USDOJ, et. al. No. 1:25-cv-00345 (D.R.I. Sept. 10, 2025).*
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

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ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing Number 14.231, Emergency Solutions Grants Program

1. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-25-02 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-25-02, under the condition that the costs are otherwise allowable and were incurred on or after the date HUD received the Recipient's Consolidated Plan submission, the Recipient's program year start date, or 90 calendar days before the period of performance start date in **Box 6** (whichever is latest).
2. The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 C.F.R. Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
3. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent.
4. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 C.F.R. 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.
5. Cost sharing is defined in 2 C.F.R. Part 200 to include match, which is the required level of cost share that must be provided. **Box 15** reflects the total match amount the recipient is required to contribute, as determined in accordance with 24 CFR 576.201.

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ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

| Agency/department/major function | Indirect cost rate | Type of Direct Cost Base |
|----------------------------------|--------------------|--------------------------|
| St Paul PED | % 63.40 | MTDC |
| St Paul CAO | % 32.50 | MTDC |
| | % | |

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

Board of Commissioners

Request for Board Action

Item Number: 2025-488

Meeting Date: 2/17/2026

Sponsor: Social Services

Title

Amendment to the Single Source Agreement with 4Mativ Technologies, Inc. for Foster Care Student Transportation Management Services

Recommendation

1. Approve an amendment to the single source agreement with 4MATIV Technologies, Inc. to add additional transportation management, vendor coordination, routing, and technology services and to extend the term of the agreement for the period of July 01, 2023, through August 31, 2026, in the not to exceed amount of \$1,746,000.
2. Authorize the Chair and the Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

Ramsey County Social Services, through its Children and Family Services division, is required to ensure educational stability for children and youth in foster care. Under the Fostering Connections to Success and Increasing Adoptions Act (2008) and Every Student Succeeds Act (2015), child welfare agencies and schools must collaborate to maintain a student's school of origin when it is in the student's best interest and ensure immediate and continued transportation to the school of origin when a student enters foster care or changes placement. This work is essential for minimizing school disruption, maintaining peer and staff relationships, supporting cultural and community connection, and promoting overall well-being for youth.

Since 2023, 4MATIV Technologies, Inc. (4MATIV) has supported Ramsey County by coordinating and dispatching transportation services for foster youth. Under the current agreement, the county separately contracted with and paid transportation vendors, while 4MATIV handled routing and communication.

This amendment updates the service model. Under the amended agreement, 4MATIV will continue to provide routing, scheduling, communication, and customer service, but will also subcontract directly with transportation vendors and consolidate vendor billing. The county will receive one monthly invoice from 4MATIV, which will include the audited and verified pass-through vendor costs. The county will pay a fixed management and technology fee, as well as a flat, per-route rate. This creates predictability, supports cost containment, and incentivizes the contractor to use the most efficient routing and vendor assignment possible.

The increased not-to-exceed amount of \$1,746,000 reflects:

- Consolidation of vendor billing under one contract.
- Anticipated transportation volume through August 2026.
- The inclusion of technology management, data reporting, and customer service functions previously managed separately.

Transitioning to this model reduces administrative burden for county staff, strengthens accountability in billing

and oversight, and supports consistent school access for children in foster care. This structure positions the county to better meet its statutory school stability obligations while controlling cost variability and improving reliability of transportation services.

It is the Social Services Department’s intention to utilize the additional services offered by 4Mative to save money through the end of the 2025/2026 school year. The Social Services Department intends to utilize this time to post a Request for Proposals for the same or similar services to ensure continued competition for county business.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Children and youth in foster care are disproportionately children of color, particularly African American and American Indian youth. These disparities reflect broader, systemic inequities in child welfare involvement, housing stability, and access to culturally responsive supports.

Educational stability is a critical factor in reducing disproportionality and inequities. When children experience school disruptions due to placement changes or transportation barriers, they face compounded academic setbacks and emotional stress. Consistent and reliable transportation helps sustain school connections, peer relationships, and access to culturally affirming environments - factors that promote belonging, resilience, and long-term wellbeing.

This amendment strengthens the county’s ability to meet its statutory education stability obligations. By consolidating vendor management and integrating real-time routing and communication systems, the county can reduce gaps in service delivery that disproportionately impact youth of color and ensure equitable, timely access to education for all foster youth.

The new model also allows for improved data tracking, enabling the county to identify and address racial inequities in transportation access, delays, or service quality. In this way, the agreement advances the county’s broader racial equity and wellbeing goals by ensuring operational systems actively support equitable outcomes rather than perpetuate administrative barriers.

Community Participation Level and Impact

The county has engaged internal teams, caregivers, and school partners to identify transportation needs and barriers. Engagement will continue throughout implementation.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Funds for this agreement are included in the Ramsey County Social Services budget for 2026-2027. The not-to-exceed amount for the amended agreement is \$1,746,000 through June 30, 2026.

Under the previous model, the county paid 4MATIV an administrative fee and contracted separately with multiple transportation vendors. Under this amendment, vendor management and payment will be consolidated under 4MATIV, reducing the administrative workload and improving cost tracking. Based on efficiencies gained through centralized routing, technology integration, and vendor oversight, the county anticipates greater cost stability and the potential for overall savings compared to managing multiple individual vendor contracts.

Last Previous Action

On June 27, 2023, the Ramsey County Board approved the agreement with 4MATIV for transportation coordination and dispatching services (Resolution B2023-094).

Attachments

1. Amendment to Agreement



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Social Services, 160 East Kellogg Blvd., Saint Paul, MN 55101 ("County") and 4MATIV Technologies, Inc., 959 Dayton Ave, St. Paul, MN 55104, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from July 01, 2023 through June 30, 2026 and may be renewed for up to one (1) additional two year period(s).

The full term of this agreement (including renewals) is 5 year(s), 0 month(s) and 0 day(s).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

The Contractor shall manage the County's foster care transportation services, as needed for children attending educational activities where there is no alternative means of transportation.

Services are set forth in Attachment A: Contracted Services which is attached and made part of this Agreement.

Contractor will ensure it has agreements in place with all service providers to ensure the legal protections provided and or required by this Agreement, specifically but not limited to those pertaining to insurance minimums and data practices, are safeguarded.

2.2.

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

2.3.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.4.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor a not to exceed amount of \$ 600,000.00 over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates:

| TBD | Monthly Total | Annual Total |
|------------------------------------|---------------|--------------|
| 07/01/2023 – 06/30/2024 | \$10,000 | \$120,000 |
| 07/01/2024 - 06/30/2025 | \$10,000 | \$120,000 |
| 07/01/2025 – 06/30/2026 | \$10,000 | \$120,000 |
| 07/01/2026 – 06/30/2027 | TBD | TBD |
| 07/01/2027 – 06/30/2028 | TBD | TBD |
| Contract Not-to Exceed (NTE) Total | | \$600,000 |

5. Contracting for Equity

5.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

5.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United

States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

5.3. Equal Employment Opportunity and Civil Rights

5.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5.3.2.

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

5.3.3.

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

5.3.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

5.3.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

5.3.3.3.

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory

practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

5.4. Diverse Workforce Inclusion Resources

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

No payment will be made until the invoice has been approved by the County.

6.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

6.2. Application for Payments

6.2.1.

The Contractor shall submit an invoice once a month.

6.2.2.

Invoices and supporting documentation, including client identifier information, shall be submitted in a manner as set forth below. Electronic invoices are preferred. Invoices may also be submitted by email or mail:

E-mail -- submit invoices to chs.accountspayable@co.ramsey.mn.us. E-mailed invoices and supporting documentation shall include encryption if private client information is included.

Mail -- submit invoices to:
Accounts Payable

Ramsey County Health and Wellness Administrative Division
Suite 9200
160 East Kellogg Boulevard
St. Paul, MN 55101

Please call the AP Voicemail Line at 651-266-4199 with any payment questions or concerns.

6.2.3.

Invoices for any goods or services not identified in this Agreement will be disallowed.

6.2.4.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

6.2.5.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

6.2.6.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

6.2.7.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

6.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

6.4. Successors, Subcontracting and Assignment

6.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

6.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

6.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

6.5. Compliance With Legal Requirements

6.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

6.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

6.6. Data Practices

6.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

6.6.2.

The Contractor designates Carl Allen as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

6.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

6.7. Security

6.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

6.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

6.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

6.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

6.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

6.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

6.9. Contractor's Insurance

6.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by

anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

6.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

6.9.3.

Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability.

6.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

6.9.4. Workers' Compensation

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

6.9.5.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

6.9.6.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on

Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

6.9.7.

If the contractor is driving on behalf of the County as part of the contractor's services under this contract, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned and non-owned.

6.9.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

6.9.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

6.9.10.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

6.9.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

6.9.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

6.9.13.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

6.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

6.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices

shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Erena Anderson, Contract Manager, 160 East Kellogg Blvd, Saint Paul, MN 55101

Contractor:

Carl Allen, CEO, 4MATIV Technologies, Inc., 959 Dayton Avenue, St. Paul, MN 55104

6.12. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

6.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

6.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

6.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

6.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

6.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if

the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

6.18. Termination

6.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

6.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

6.18.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

6.19. Interpretation of Agreement; Venue

6.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

6.19.2.

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

6.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

6.21. Infringement

6.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the

County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

6.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

6.22. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

6.23. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

6.24. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.



Amendment One to SSD 23-016 4MATIV

This is an Amendment to an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Social Services, ~~160 East Kellogg Blvd.~~ **121 Seventh Pl. E, Mail Stop 5100**, Saint Paul, MN 55101 ("County") and 4MATIV Technologies, Inc., 959 Dayton Ave, St. Paul, MN 55104, registered as a Corporation in the State of Minnesota ("Contractor").

In this Amendment, changes to pre-existing contract language will use ~~striketrough~~ for deletions and **bolding and underlining** for insertions.

1. The parties agree to amend the Agreement as follows:

Revision 1, Section 1.1. is amended as follows:

1.1.

The ~~original~~ term of this Agreement shall be from July 01, 2023 through ~~June 30~~ **August 31**, 2026.

The full term of this agreement (including renewals) is 3 year(s), 2 month(s) and 0 day(s).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

Revision 2, Section 2.1. is amended as follows:

2.1.

The Contractor shall manage the County's foster care transportation services, as needed for children attending educational activities where there is no alternative means of transportation.

Services are set forth in Attachment A-1: Contracted Services which is attached and made part of this Agreement.

Contractor will ensure it has agreements in place with all service providers to ensure the legal protections provided and or required by this Agreement, specifically but not limited to those pertaining to insurance minimums and data practices, are safeguarded.

Revision 3, Section 4. is amended as follows:

4.1.

The County shall pay the Contractor a not to exceed amount of ~~\$600,000.00~~ **\$1,746,000** over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates **for coordination of transportation:**

| TBD <u>Date Range</u> | Monthly Total | Annual Total |
|---|---------------|---|
| 07/01/2023 – 06/30/2024 | \$10,000 | \$120,000 |
| 07/01/2024 - 06/30/2025 | \$10,000 | \$120,000 |
| 07/01/2025 – 06/30/2026 <u>08/31/2026</u> | \$10,000 | \$120,00 <u>\$140,000</u> |
| 07/01/2026 – 06/30/2027 | TBD | TBD |
| 07/01/2027 – 06/30/2028 | TBD | TBD |
| Contract Not to Exceed (NTE) | | \$600,000 |

4.3.

The County shall also pay a flat rate of \$200 to the Contractor for subcontracted round-trip transportation beginning 03/01/2026.

One-off, on demand, and intermittent or interim/temporary one-way trips where subcontracted taxis can be used will be billed at a flat \$75/trip.

In special circumstances for routes requiring equipment, special services, or long distances, with pre-approval from the County, the Contractor can bill up to \$600.

Revision 3, Section 6.2.2.is amended as follows:

6.2.2.

Invoices and supporting documentation, including client identifier information, shall be submitted in a manner as set forth below. Electronic invoices are preferred. Invoices may also be submitted by email or mail:

E-mail -- submit invoices to chs.accountspayable@co.ramsey.mn.us. HWST.Vendor@co.ramsey.mn.us. E-mailed invoices and supporting documentation shall include encryption if private client information is included.

Mail -- submit invoices to:

Accounts Payable
 Ramsey County Health and Wellness Administrative Division
 Suite 9200
 160 East Kellogg
 Boulevard St. Paul, MN
 55101

Please call the AP Voicemail Line at 651-266-4199 with any payment questions or concerns.

Revision 5, Section 6.11. Notices is amended as follows:

6.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

~~Erena Anderson,~~ **Contract Administration, 160 121 Seventh Pl E, Mail Stop 5100, East Kellogg Blvd, Saint Paul, MN 55101**

Contractor:

Carl Allen, CEO, 4MATIV Technologies, Inc., 959 Dayton Avenue, St. Paul, MN 55104

2.

Except as modified herein, the terms of the Agreement shall remain in full force and effect.

Attachment A-1: Contracted Services

OVERALL OBJECTIVE:

The Contractor will manage foster care transportation for Ramsey County’s suburban and St. Paul School District (SPPS) students, ensuring safety and access for families, individuals, and passengers. This contract will provide services to reduce barriers to foster youth and their families, while providing opportunities to participate in educational activities and other school sponsored events that promote academic and athletic achievement as well as community involvement. In this function, the Contractor will provide comprehensive transportation system management, including but not limited to subcontractor management, intake, and route scheduling. Transportation will be provided to and from school, for afterschool sporting, and extracurricular activities, and for seasonal, on-demand, one-off trips, and emergency back-ups. Additionally, Contractor will accommodate additional flexible scheduling and work with internal and external stakeholders, transportation vendors, student families, caretakers, county social workers and schools to coordinate all necessary school-qualified, bus, van, and other transportation vendors to create an optimal transportation mix for the County.

SPECIFIC TASKS TO BE PERFORMED:

- Contractor will manage both the SPPS and suburban transportation service for foster care services. Services shall include:
 - Provide multi-modal school transportation services, including a mix of school qualified bus, van, taxi and other transportation vendors.
 - Implementation of Contractor’s routing, process, and billing efficiencies for Ramsey County.
 - Deployment of Contractor’s routing, communications, and dismissal management suite of tools.
 - Contractor will ensure client consent for any electronic communication prior to start of services.
 - Negotiations and management of services provided by subcontracted transportation vendors.
 - Validation and processing of vendor changes and consolidated billings to the County from the Contractor.
 - Periodic on-site operation monitoring at the schools and constant remote support via phone, text, and email communication at all hours for families, County staff, and participating schools.
- Contractor will ensure compliance and reporting for the following:
 - Vendor insurance
 - Driver and vehicle qualifications
 - State reporting support
 - Billing audit automation
 - Precise tracking and reporting of every single daily trip
 - Regular budget forecasting
- Contractor will provide route/schedule planning, optimization and change management. Contractor shall:
 - Design and manage routes and student trips with vendors/suppliers.
 - Manage daily data, route, and dismissal plan change management (including managing add, change, and delete request workflows with the schools, social workers, and families).
 - Complete scheduling of any and all daily trips, including special trips, field trips, and emergency back-ups.
 - Accommodate odd/alternating schedules for students, including day-variant addresses, morning/evening variations, every-other weeks schedules, and expanded service routes with other Counties as needed.
 - Provide alerts for families according to home language preference and manage dynamic communication groups for routes and staff, with configurable event alerts for staff and the ability to send mail merged blasts.
 - Closely monitor the schedule and location of foster children utilizing services to ensure that

- riders are picked up/dropped off within ten (10) minutes of the scheduled time.
- Provide each school with a centralized self-service dismissal management solution wherein the school will access all their routes and can manage daily and weekly schedule variations on demand.
- For purposes of clarification, Contractor is not a transportation service provider and does not directly or indirectly operate vehicles transporting students. Contractor subcontracts with transportation service providers who will transport students as part of Contractor’s services under this Agreement.

MANDATORY REQUIREMENTS:

Contractor shall ensure that any individual who encounters children or provides transportation services because of this Agreement is appropriately screened, trained, credentialed and in compliance with all applicable state and federal laws, regulations, and statutes. This shall include both initial and on-going screenings and checks as required.

Screenings shall include:

- Minnesota Department of Public Safety Motor Vehicle Driver’s License record checks
- Criminal background checks
- Drug and alcohol testing

Contractor shall also ensure that all transportation vendor vehicles are safe, reliable, in good working condition and comply with all city, county, state, and federal statutes, ordinances, and regulations and display appropriate vehicle inspection sticker(s) for school-related transportation. Contractor shall ensure on-going compliance.

EVALUATION AND REPORTING – PERFORMANCE MEASURES:

To provide a framework and accountability, the Contractor will provide regular updates, insights, recommendations, and feedback to the County. All reports will be sent to Ramsey County via encrypted email.

- Contractor will provide written documentation to the County as requested, including but not limited to:
 - Outcomes report detailing transportation services provided to youth and transportation vendor costs incurred, sent monthly to Contract and Program Managers.
 - Report of transportation vendor on-time performance, sent monthly to Contract and Program Managers.
 - Contractor will provide clarification of findings and outcomes as requested.
 - Recommendations will be tailored to County needs and resources and will be designed to be effectively implemented with the resources available.
- Contractor will be available to meet with County staff as requested and reasonable, not less than monthly.
- Contractor will provide a clear and concise means of communicating with the County, utilizing encrypted forms of communication when required.
- Contractor will respond to questions or contacts from the County in a timely manner.

| Objective | Indicator | Who Applied To | Time of Measure | | Obtained By | Performance Goal |
|---|--|---|-----------------|--|--|------------------|
| Efficiency: | | | | | | |
| Impacts to children served and costs incurred | Reporting on System Summary Statistics: · Number of students routed · Number of routes | Individuals receiving contracted services | Monthly | | Contractor to e-mail report monthly to Contract Manager. | N/A |

| | <ul style="list-style-type: none"> · Number of vendors · Number of schools · Vendor cost | | | | | |
|----------------------------|---|---|------------------------|--------------------|--|-------------------------|
| Objective | Indicator | Who Applied To | Time of Measure | Data Source | Obtained By | Performance Goal |
| Performance: | | | | | | |
| Vendor on-time performance | <ul style="list-style-type: none"> Number of missed pick-ups · % of late (after 10 minutes) pick-ups · % of late (after 10 minutes) drop off's · % of on-time (within 10 minutes) pick-ups · % of on-time (within 10 minutes) pick-ups | Individuals receiving contracted services | Monthly | | Contractor to e-mail report monthly to Contract Manager. | 90% on time rate |

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT**

A. General Federal Award Information

| | |
|--|---|
| 1. Recipient name (must match Unique Entity Identifier name) and address: St Paul 25 WEST FOURTH STREET 1400 CITY HALL ANNEX ST. PAUL, MN 55102-0000 | 12. Assistance listing number and title: 14.231, Emergency Solutions Grants Program |
| 2. Recipient's Unique Entity Identifier: SHQDV94JYMU4 | 13. Amount of federal funds obligated by this action: \$594,589.00 |
| 3. Tax identification number: 416005521 | 14. Total amount of federal funds obligated: \$594,589.00 |
| 4. Federal Award Identification Number (FAIN): E25MC270007 | 15. Total approved cost sharing (if applicable): \$594,589.00 (See Addendum 2) |
| 5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guaranteed <input type="checkbox"/> | 16. Total federal award amount, including approved cost sharing: \$1,189,178.00 |
| 6. Period of performance start and end date: 9/24/2025 - 9/23/2027 | 17. Budget approved by HUD: 9/24/2025 |
| 7. Budget period start and end date: 9/24/2025 - 9/23/2027 | 18. Fiscal year: 2025 |
| 8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> # | 19. Statutory authority: 42 U.S.C. 11371 et seq. |
| 9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule | 20. Applicable appropriations act(s): Public Law 119-4 |
| 10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 21. Notice/notice of funding opportunity this award is made under (if applicable): N/A |
| 11. Awarding official name and contact information: Matthew LaMantia Regional Director | 22. Program regulations (if applicable): 24 C.F.R. 576 |
| 23. Federal award description: The Emergency Solutions Grant Program is designed to assist people with quickly regaining stability in permanent housing after experiencing a housing crisis and/or homelessness. <ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule | |

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Emergency Solutions Grants program statute 42 U.S.C. 11371 et seq., the program regulations at 24 C.F.R. § 576 (as now in effect and as may be amended

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from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements that are not subject to any applicable injunction order or temporary restraining order in *City and County of San Francisco v. Trump*, No. 3:25-cv-01350-WHO (N.D. Cal. Apr. 24, 2025; Clarifying Orders May 9, 2025, and June 23, 2025; Second Preliminary Injunction Aug. 22, 2025), *City of Fresno v. Scott Turner*, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025), or *State of New York, et. al. v. USDOJ, et. al.* No. 1:25-cv-00345 (D.R.I. Sept. 10, 2025), unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt,

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and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

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such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, [that are not subject to any applicable injunction order or temporary restraining order in *City and County of San Francisco v. Trump*, No. 3:25-cv-01350-WHO \(N.D. Cal. Apr. 24, 2025; Clarifying Orders May 9, 2025, and June 23, 2025; Second Preliminary Injunction Aug. 22, 2025\), *City of Fresno v. Scott Turner*, No. 3:25-cv-07070-RS \(N.D. Cal. Aug. 27, 2025\), or *State of New York, et. al. v. USDOJ, et. al.* No. 1:25-cv-00345 \(D.R.I. Sept. 10, 2025\)](#), HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof [that are not subject to any applicable injunction order or temporary restraining order in *City and County of San Francisco v. Trump*, No. 3:25-cv-01350-WHO \(N.D. Cal. Apr. 24, 2025; Clarifying Orders May 9, 2025, and June 23, 2025; Second Preliminary Injunction Aug. 22, 2025\), *City of Fresno v. Scott Turner*, No. 3:25-cv-07070-RS \(N.D. Cal. Aug. 27, 2025\), or *State of New York, et. al. v. USDOJ, et. al.* No. 1:25-cv-00345 \(D.R.I. Sept. 10, 2025\)](#), are to be construed to have full and expansive effect in both interpretation and application, and the parties agree

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that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

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D. Specific Terms and Conditions Not applicable Attached

| | | |
|---|---|---|
| For the U.S. Department of HUD (name and title of authorized official) Matthew LaMantia Regional Director | Signature Signed by:  <small>E643038893BA495...</small> | Date/ Federal Award Date 9/24/2025 |
| For the Recipient (name and title of authorized official) | <p><u><i>Jaime Rae Tincher</i></u> <small>Jaime Rae Tincher (Sep 20, 2025 15:01:59 CDT)</small> Signature Its: Deputy Mayor</p> <p><u><i>Laura Logedon</i></u> Signature Its: Finance Director</p> <p><u><i>Melanie McMahon</i></u> <small>Melanie McMahon (Sep 19, 2025 16:59:52 CDT)</small> Signature Its: Planning and Economic Development Director</p> <p>Approved as to form:  <small>Sarah Sullivan (Sep 18, 2025 15:09:37 CDT)</small> Signature Its: Assistant City Attorney</p> | <p>20/09/2025 Date</p> <p>18/09/2025 Date</p> <p>19/09/2025 Date</p> <p>18/09/2025 Date</p> |

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ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government; *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025).*
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025).*
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964; *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025).*
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that, *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025).*
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (~~8 U.S.C. 1601-1646~~) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, ~~Executive Order 14218~~, or other Executive Orders or immigration laws. *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025) and the Court's preliminary injunction in State of New York, et. al. v. USDOJ, et. al. No. 1:25-cv-00345 (D.R.I. Sept. 10, 2025).*
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations. *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025) and the Court's preliminary injunction in City and County of San Francisco v. Trump, No. 3:25-cv-01350-WHO (N.D. Cal. Apr. 24, 2025);*

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Clarifying Orders May 9, 2025, and June 23, 2025; Second Preliminary Injunction Aug. 22, 2025).

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States. *Enjoined pursuant to the Court's temporary restraining order in City of Fresno v. Turner, No. 3:25-cv-07070-RS (N.D. Cal. Aug. 27, 2025) and the Court's preliminary injunction in State of New York, et. al. v. USDOJ, et. al. No. 1:25-cv-00345 (D.R.I. Sept. 10, 2025).*

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

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ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing Number 14.231, Emergency Solutions Grants Program

1. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-25-02 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-25-02, under the condition that the costs are otherwise allowable and were incurred on or after the date HUD received the Recipient's Consolidated Plan submission, the Recipient's program year start date, or 90 calendar days before the period of performance start date in **Box 6** (whichever is latest).
2. The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 C.F.R. Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
3. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent.
4. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 C.F.R. 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.
5. Cost sharing is defined in 2 C.F.R. Part 200 to include match, which is the required level of cost share that must be provided. **Box 15** reflects the total match amount the recipient is required to contribute, as determined in accordance with 24 CFR 576.201.

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ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

| Agency/department/major function | Indirect cost rate | Type of Direct Cost Base |
|----------------------------------|--------------------|--------------------------|
| St Paul PED | % 63.40 | MTDC |
| St Paul CAO | % 32.50 | MTDC |
| | % | |

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).