

## Amendment #1 for Family Homeless Prevention & Assistance Program Grant Contract Agreement

|                                     |                           |                              |                       |
|-------------------------------------|---------------------------|------------------------------|-----------------------|
| Contract Start Date:                | <u>September 24, 2025</u> | Total Contract Amount:       | <u>\$9,296,093.00</u> |
| Original Contract Expiration Date:  | <u>December 31, 2027</u>  | Original Contract:           | <u>\$4,015,000.00</u> |
| Current Contract Expiration Date:   | <u>December 31, 2027</u>  | Previous Amendment(s) Total: | <u>\$0.00</u>         |
| Requested Contract Expiration Date: | <u>December 31, 2027</u>  | This Amendment:              | <u>\$5,281,093.00</u> |

This Amendment is by and between the Minnesota Housing Finance Agency ("MHFA") and Ramsey County, 121 E. 7<sup>th</sup> Place, Suite 4200, St. Paul, MN 55101 ("Grantee").

### Recitals

1. MHFA has a Grant Contract Agreement with the Grantee identified as Family Homeless Prevention & Assistance Program, with an effective date of September 24, 2025 ("Original Grant Contract Agreement") to prevent homelessness, reduce the length of time households are homeless, and eliminate future episodes of homelessness.
2. MHFA is amending the Original Grant Contract Agreement to update the Grantee's Work Plan, update the Reporting Timeline, update the Consideration and Payment clause and update the Conflicts clause to meet the requirements of MHFA and the needs of the Grantee during the Grant Period.
3. MHFA and the Grantee are willing to amend the Original Grant Contract Agreement as stated below.

### Grant Contract Amendment

**REVISION 1.** Clauses 2.1 and 2.3 of "**Grantee's Duties**" is amended as follows:

- 2.1 The Grantee has submitted an application for funding under the Program, which as revised as required by MHFA, is attached hereto as **Exhibit A** and made a part hereof (the "Application"). The Grantee has submitted to MHFA a Work Plan for funding under the Program, which as revised as required by MHFA, is attached hereto as ~~Exhibit B~~ **Exhibit B.1** and made a part hereof (the "Work Plan"). The Application and Work Plan are collectively known as the "Grantee's Project Plan". The Grantee shall perform the activities that are outlined in the Grantee's Project Plan in accordance with the approved budget specified in the Grantee's Project Plan, or as otherwise approved in writing by MHFA.

#### 2.3 **Reporting**

The Grantee shall submit quarterly and annual reports to MHFA. These reports must be submitted in a template provided by MHFA and include actual Program results compared to Program objectives outlined in the Grantee's Project Plan. The Grantee shall submit to MHFA information about individual households served by the Grantee, as determined necessary by MHFA. Information about households served must be submitted to MHFA by the due dates established in the Reporting Timeline, attached hereto as ~~Exhibit C~~ **Exhibit C.1** (the "Reporting Timeline"). MHFA, at its sole discretion, will require Grantee to submit additional monthly Survey of Expenditures to MHFA regarding the total amount and percent of grant proceeds expended by the Grantee as established in the Reporting Timeline.

As noted in Clause 2.5 below, the Grantee is required to meet with their advisory committee on at least a quarterly basis. The Grantee is also required to evaluate and report to their advisory committee on performances outcomes and expenditures defined in the Grantee's Project Plan on at least a semi-annual basis.

**REVISION 2.** Clause 2.8 of “**Grantee’s Duties**” is added as follows:

2.8 For awards greater than \$25,000, a grantee performance evaluation will be posted publicly at <https://osp.admin.mn.gov/granteval/grant-eval-public>, per Minnesota Statutes 16B.98, Subdivision 12, and OGM Policy 08-13.

**REVISION 3.** Exhibit B (the “Work Plan”) is deleted and replaced in its entirety with **Exhibit B.1**, which is attached to this Amendment.

**REVISION 4.** Exhibit C (the “Reporting Timeline”) is deleted and replaced in its entirety with **Exhibit C.1**, which is attached to this Amendment.

**REVISION 5.** Clauses 4.1 and 4.2 of “**Consideration and Payment**” is amended as follows:

**4.1 Consideration.**

MHFA will pay for all services performed by the Grantee under this Grant Contract Agreement as follows:

**(a) Compensation**

The Grantee will be paid up to a maximum of ~~\$4,005,047.00~~ \$9,286,140.00 per the breakdown of costs contained in the approved budget specified in the Grantee’s Project Plan.

**(b) Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Agreement will not exceed \$9,953.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MHFA’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**(c) Total Obligation**

The total obligation of MHFA for all compensation and reimbursements to the Grantee under this Grant Contract Agreement will not exceed ~~\$4,015,000.00~~ \$9,296,093.00 (the “Grant Proceeds”).

**4.2 Payment**

**(a) Disbursements of Original Grant Proceeds**

The disbursement of the Original Grant Proceeds is as follows:

- (i) One-eighth of the original total amount of the Grant Proceeds will be disbursed upon execution of the original Grant Contract Agreement.
- (ii) One-eighth of the original total amount of the Grant Proceeds, at MHFA’s sole discretion and subject to funding availability, until the Grant Proceeds are fully disbursed, will be disbursed at the beginning of each quarter of MHFA’s fiscal year during the original Grant Period of this Grant Contract Agreement.

**(b) Disbursements of Grant Proceeds Added with Amendment #1**

- (iii) One-third (\$1,760,364.33) of the Grant Proceeds added with Amendment #1 to this Grant Contract Agreement will be disbursed upon execution of Amendment #1.
- (iv) One-third (\$1,760,364.33) of the Grant Proceeds added with Amendment #1 to this Grant Contract Agreement will be disbursed by September 1, 2026.

- (v) One-third (\$1,760,364.34) of the Grant Proceeds added with Amendment #1 to this Grant Contract Agreement will be disbursed by November 1, 2026.

MHFA reserves the right to withhold or delay disbursements, at its sole discretion, if Grantee fails to perform or make reasonable, diligent progress towards the activities set forth in Grantee's Project Plan or otherwise fails to comply with the requirements of this Grant Contract Agreement.

**~~(b)~~(c) Unexpended Funds**

The Grantee must promptly return to MHFA, within 60 days of the end of the Grant Period, any unexpended funds that have not been accounted for annually in a financial report to MHFA due at grant closeout.

**~~(c)~~(d) Interest Earnings**

Interest accruing on the Grant Proceeds held by the Grantee shall be applied in accordance with the permitted activities outlined in Grantee's Project Plan.

**~~(d)~~(e) Disbursements Subject to Discretion and Funding Availability**

The amount and timing of all disbursements described in 4.2(a) are subject to MHFA's sole discretion and funding availability

**REVISION 6.** Clause 18. **"Conflicts"** is amended as follows:

In the event of a conflict between the terms of this Grant Contract Agreement, its exhibits, and the Program Guide, or between exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Program Guide

~~Exhibit B~~ Exhibit B.1

Exhibit A

~~Exhibit C~~ Exhibit C.1

**Grantee**

*The Grantee certifies that the appropriate person(s) have executed the Grant Contract Agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Minnesota Housing Finance Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

DRAFT