

Amendment #2 for Family Homeless Prevention & Assistance Program Grant Contract Agreement

Contract Start Date:	<u>October 1, 2023</u>	Total Contract Amount:	<u>\$7,808,060.00</u>
Original Contract Expiration Date:	<u>December 31, 2025</u>	Original Contract:	<u>\$6,590,000.00</u>
Current Contract Expiration Date:	<u>December 31, 2025</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	<u>December 31, 2025</u>	This Amendment:	<u>\$1,218,060.00</u>

This Amendment is by and between the Minnesota Housing Finance Agency (“MHFA”) and Ramsey County, 121 E. 7th 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 October 1, 2023 (“Original Grant Contract Agreement”) to prevent homelessness, reduce the length of time households are homeless and eliminate future episodes of homelessness. The Original Grant Contract Agreement was amended on May 9, 2024 (the “First Amendment”). The Original Grant Contract Agreement and the First Amendment are collectively referred to as the “Grant Contract Agreement.”
2. MHFA is amending the Grant Contract Agreement to increase the Grant Proceeds, update the Grantee’s Work Plan, update the Consideration clause, update the Payment clause, and update the Conflict 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. Clause 2.1. “**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 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 Grantee has submitted to MHFA a Fast Track Work Plan (the “Fast Track Work Plan”) which is attached hereto as **Exhibit C.1** and made a part hereof. The Application, Work Plan, and Fast Track 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.

REVISION 2. **Exhibit B** (the “Work Plan”) is deleted and replaced in its entirety with **Exhibit B.1**, which is attached to this Amendment.

REVISION 3. Clause 4.1. “**Consideration**” is amended as follows:

4.1 Consideration

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

(a) Compensation

The Grantee will be paid up to a maximum of ~~\$3,183,090.11~~ \$4,400,433.76 (the “Standard Compensation”) per the breakdown of costs contained in the approved budget specified in the Grantee’s Work Plan. The Grantee will be paid up to a maximum of \$3,387,255.95 (the “Fast Track Compensation”) per the breakdown of costs contained in the approved budget specified in the Grantee’s Fast Track Work Plan.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of the Grantee’s Work Plan will not exceed ~~\$13,059.89~~ \$13,776.24 (the “Standard Travel Expenses”). Collectively, the Standard Compensation and the Standard Travel Expenses are the “Standard Grant Proceeds.” Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of the Grantee’s Fast Track Work Plan will not exceed \$6,594.05 (the “Fast Track Travel Expenses”). Collectively, the Fast Track Compensation and the Fast Track Travel Expenses are the “Fast Track Grant Proceeds.” In any event, 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 ~~\$6,590,000.00~~ \$7,808,060.00, which is the combined amount of the Standard Grant Proceeds and the Fast Track Grant Proceeds. Collectively, the Standard Grant Proceeds and the Fast Track Grant Proceeds are (the “Grant Proceeds”). The award of the total amount of the Grant Proceeds is contingent upon the receipt of funding by MHFA of anticipated appropriations for the Program for Fiscal Years 2026 - 2027. The Grantee is only entitled to the Grant Proceeds as specifically limited by Section 14.3 of this Grant Contract Agreement.

REVISION 4. Clause 4.2a “**Payments**” is amended as follows:

(a) Disbursements

The disbursement of the Grant Proceeds is as follows:

- (i) One-eighth of the total amount of the Original Grant Contract Agreement Standard Grant Proceeds (“Original Standard Grant Proceeds”) will be disbursed upon execution of the Grant Contract Agreement.
- (ii) One-eighth of the total amount of the Original Standard Grant Proceeds, at MHFA’s sole discretion and subject to funding availability, until the Original Standard Grant Proceeds are fully disbursed, will be disbursed at the beginning of each subsequent quarter of MHFA’s fiscal year during the Grant Period of this Grant Contract Agreement.
- (iii) One-quarter of this Amendment’s Standard Grant Proceeds (“Amendment Standard Grant Proceeds”), at MHFA’s sole discretion and subject to funding availability, until the Amendment Standard Grant Proceeds are fully disbursed, will be disbursed at the beginning of each quarter of MHFA’s fiscal year during the second year of the Grant Period of this Grant Contract Agreement (Quarters 5 through 8).
- ~~(iii)~~ (iv) One-half of the total amount of the Fast Track Grant Proceeds will be disbursed upon execution of the Grant Contract Agreement.

(iv) (v) One-half of the total amount of the Fast Track Grant Proceeds, at MHFA's sole discretion, will be disbursed at the beginning of the second quarter of the Grant Period of this Grant Contract Agreement. Collectively, the amounts disbursed in accordance with 4.2 (a)(iii)-(iv) (iv-v) comprise the Fast Track Grant Proceeds.

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.

REVISION 5. 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 C.1

Exhibit A

Exhibit D

1. GRANTEE

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

By: _____

Title: Commissioner, Board Chair

Date: _____

By: _____

Title: Chief Clerk

Date: _____

By: _____

Title: Director of Housing Stability

Date: _____

By: _____

Title: Assistant County Attorney

Date: _____

2. MINNESOTA HOUSING FINANCE AGENCY

By: _____

Title: _____

Date: _____

Distribution:
Agency, Grantee