

JOINT POWERS AGREEMENT

Between City of Saint Paul and Ramsey County For Byrne Grant Administration

Federal Subaward Identification Requirements

1. Subrecipient's Name: City of St. Paul
2. Subrecipient's Unique Entity Identifier: S5C3Q2AJXM83
3. Federal Award Identification Number (FAIN): 15POVC-23-GG-00249-BRND
4. Federal Award Date: 8/10/2023
5. Subaward Period of Performance Start and End Date: 11/1/2023 – 5/31/2025
6. Subaward Budget period Start and End Date: 11/1/2023 – 5/31/2025
7. Amount of Federal Funds obligated to the Subrecipient by this action by the pass-through entity: \$1,800,000.00.
8. Total amount of Federal Funds obligated to the Subrecipient by the pass-through entity, including this current obligation: \$1,800,000.00.
9. Total Amount of the Federal Award Committed to the Subrecipient by the pass-through entity: \$1,800,000.00.
10. Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Familiar Faces: Engaging Frequent Users of Emergency and Shelter Services will improve the function of our local criminal justice and emergency response systems by addressing these individuals' immediate needs and reducing their reliance on these costly public services.
11. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for awarding official of the Pass-Through Entity:
 - a. Federal Awarding Agency: Department of Justice
 - b. Pass-Through Entity: Ramsey County
12. Pass-Through Entity Awarding Official: Housing Stability Department
13. Assistance Listing Number (ALN) and Title: CFDA No. 16.753 - Congressionally Recommended Awards
14. Is award for R & D? No.
15. Indirect cost rate for the Federal Award: N/A.

I. INTRODUCTION:

The City of Saint Paul (hereinafter the "City") and Ramsey County (hereinafter the "County"), agree to enter into this Joint Powers Agreement (hereinafter the "JPA" or "Agreement") pursuant to Minnesota Statutes 471.59 for the purpose of providing for the administration of Byrne Grant (hereinafter "Grant") program (the "Grant program") activities funded by the Department of Justice Office of Justice Programs (hereinafter "DOJ"). The City and County each a "Party" and collectively the "Parties."

Recitals

WHEREAS, the County acts as lead agency for Heading Home Ramsey (hereinafter “HHR”), the County’s Community of Care (hereinafter “CoC”): a community-wide partnership of social service and housing providers, philanthropic partners, business, community, citizens, and governments – including both City and County – committed to the goal of ending homelessness in Ramsey County; and

WHEREAS, HHR is responsible for planning and implementing the homeless response system in Ramsey County and carrying out specific duties defined by the U.S. Department of Housing and Urban Development (HUD) and the State of Minnesota; and

WHEREAS, County submitted a proposal for a federal solicitation titled “2023 OVC FY 23 Invited to Apply — Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program” on behalf of HHR for the project titled, “Familiar Faces: Engaging Frequent Users of Emergency and Shelter Services,” a proposal developed in partnership with City and other HHR partners to improve the function of our local criminal justice and emergency response systems by addressing these individuals’ immediate needs and reducing their reliance on these costly public services; and

WHEREAS, Familiar Faces was included as a funded project in the federal Consolidated Appropriations Act, 2023, after which County was invited to, and did, submit a full project funding application to DOJ in March of 2023; and

WHEREAS, County received official notice of the Grant award in August of 2023 (“DOJ Grant”), and in September of 2023 accepted the Grant award and requested a Grant Award Modification to subaward funds to the City of Saint Paul; and

WHEREAS, City received funds for the Familiar Faces project through a direct appropriation from the Minnesota Department of Human Services’ Office of Economic Opportunity for the FY2024-25 biennium; and

WHEREAS, City received funds from HUD’s HOME-ARP Program that can be used for the acquisition and rehabilitation of real estate for use as emergency shelter;

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, to enter into this Joint Powers Agreement (hereinafter “JPA”) as follows:

II. PERFORMANCE AND FUNDING:

The City, through its employees, agents or contractors, will provide the services described in Section III of this JPA on behalf of County. The County, 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 this JPA is fully executed, and all necessary parties have signed, until the end of the period of performance of the DOJ Grant (the "Initial Term"). The initial Grant period of performance, subject to extension by DOJ, is June 1, 2023 through May 31, 2025.

III. CITY AGREES TO:

1. Carry out Grant program activities and comply with Award 15POVC-23-GG-00249-BRND dated August 2023. The DOJ Grant award package is attached and made a part of this JPA as Exhibit A, and any subsequent Grant agreements entered into between County and DOJ during the time of performance of this JPA shall become part of this Agreement. Grant program activities include, but are not limited to, the following:
 - a. Outreach to individuals and referral to intensive case management services; case management /care coordination services in consultation with partner agencies; and use of shelter vouchers to reimburse for use of emergency shelter and/or hotel rooms.
 - b. Outcomes including: 60 people engaged and offered referral, and 45 out of those 60 enrolled, use shelter, and complete a stability plan. Shelter vouchers will be expected to support 20-30 people staying at a shelter or hotel for 60-180 nights. Care coordination staff will each case manage up to 20 individuals with 15 people placed in long-term housing with supports; all 15 qualifying for long-term benefits such as Medical Assistance, Social Security Income (SSI), and/or Medicaid-based Housing Support.
2. Comply with all applicable federal, state, and local laws and rules governing the services performed and funds provided under this JPA, including but not limited to DOJ regulations pertaining to civil rights and nondiscrimination (28 C.F.R. Parts 38, 42, and 54) and prohibitions on reprisals and notice to employees (41 U.S.C. 4712), the Uniform Administrative Requirements (2 C.F.R. 200), and the [DOJ Grants Financial Guide](#).
3. As necessary, select Grant subrecipients or contractors competent to implement the Grant program. City will ensure compliance with applicable state and federal requirements and will also use the same selection process used by Heading Home Ramsey Continuum of Care to select subrecipients. The City will invite County staff to participate in the selection process.
4. Enter into contracts with any selected subrecipients or contractors. All agreements and contracts must comply with DOJ Grant requirements.

5. Manage the performance of each subrecipient or contractor under the applicable contract.
6. Submit reimbursement requests to County pursuant to Section V hereof.
7. Use HMIS to collect data and report on Grant program outputs and outcomes. Work with County to submit data reports.
8. Obtain DUNS numbers and/or Unique Entity Identifiers for all sub-subrecipients or procured contractors and confirm Central Contractor Registration for all subrecipients.
9. Fulfill all reporting requirements with respect to Grant program activities.
10. Respond to any DOJ and County communications, investigations, or audits.
11. Monitor performance measures for sub-subrecipients or procured contractors and program compliance in accordance with the scope of services of all contracts. The performance measures for each contract shall be those included in County's Grant application and the Heading Home Ramsey Continuum of Care. Grant program compliance shall be compliance with DOJ requirements. City will report and share results of compliance and performance to County representatives and work with County representatives to resolve any issues identified as subrecipient deficiencies.
12. Administer any other elements of the Grant program not specifically administered by County pursuant to Section IV hereof.

IV. COUNTY AGREES TO:

1. Oversee activities of the City through Grant program planning and Grant management, monitoring, compliance, and reporting duties.
2. Subaward to City (as a Grant Subrecipient) \$1,800,000 of Grant funds.
3. Provide information to City that is required for City to undertake the Grant program activities articulated in Section III.
4. Manage all DOJ Grant management processes, including any required Grant Award Modifications.
5. Manage all activities relating to the Grant in the DOJ JustGrants System.
6. Provide representation at all meetings where necessary.
7. Coordinate and consult with the appropriate City staff about any and all Grant program activities.
8. Communicate with the appropriate City staff in a timely manner regarding Grant funding disbursement and required Grant program reporting.
9. Risk rate and monitor the City in accordance with County subrecipient monitoring policies and DOJ Requirements.

10. Disburse DOJ Grant funds to City as provided by the procedure established by DOJ program rules.

V. GRANT AWARD FUNDS & DISBURSEMENT PROCEDURE:

1. Payments under this Agreement may be made from federal funds obtained by the County through the Consolidated Appropriations Act of 2023 (Public Law 117-238), Catalog of Federal Domestic Assistance (CFDA) No. 16.753 and Federal Award Identification Number 15POVC-23-GG-00249-BRND (“DOJ Grant”). Therefore, City agrees to comply with the Consolidated Appropriations Act of 2023, as amended, as well as the rules of any regulatory body under the DOJ Grant award and Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program.
2. The total Grant subaward amount to the City is \$1,800,000.
3. County will draw down DOJ Grant funds from federal ASAP system and disburse them to City to reimburse allowable costs of eligible Program activities undertaken by City and sub-subrecipients or procured contractors described in Section III of this JPA in accordance with the following disbursing procedures:
 - a. For each Program activity and/or subrecipient or contractor Agreement, at least quarterly, but no more often than monthly, City will submit to County a reimbursement request setting forth the information requested therein.
 - b. At the time of submission of each reimbursement request, City shall submit such supporting evidence as may be requested by County 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 DOJ Grant funds.
 - c. County will advance DOJ Grant funds for disbursement within the next 10 calendar days, per DOJ rules.
 - d. No charges may be applied to the DOJ Grant beyond the expenditure deadline contained in the applicable Grant Agreement, subject to extension agreed to by DOJ.
4. Subrecipient requirements
 - a. As a subrecipient of federal funds, City is subject to the Federal Uniform Administrative Requirements, 2 CFR 200, including sections 200.303 (internal controls), 200.330-332 (subrecipient monitoring), and Subpart f (audit requirements).
 - b. The City shall participate in ongoing monitoring activities and training provided by the County which may include, but is not limited to, check-in calls, desk reviews and on-site visits with County staff. Further, as applicable, City shall be responsible for ongoing monitoring of its subcontractors and subrecipients if those are part of the approved work plan.

- c. The City 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.
- d. The County reserve the rights to monitor files for each subrecipient or subcontractor, require City to provide results of internal monitoring to the County bi-monthly, conduct at least monthly continuous improvement reviews, require improvement plans when appropriate.
- e. The County shall maintain financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by the County. All financial transactions must have supporting documentation.
- f. The City shall maintain an accounting policy and procedure manual as part of a sound financial accounting system.

VI. ACCOUNTING STANDARDS, RECORDS, AUDIT REVIEW, AND INSPECTIONS:

- 1. City 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 City shall ensure that all payments are made in accordance with applicable federal, state, and local laws. City shall maintain appropriate segregation of duties for payment processing and related financial transactions.
- 2. Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, City 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 nonexpendable property acquired with funds under this JPA shall be retained for six (6) years after final disposition of such property.
- 3. City agrees that County, the Minnesota State Auditor, DOJ, 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 City and involve transactions relating to this JPA.

VII. DATA PRIVACY AND SECURITY

- 1. Both Jurisdictions must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or any other applicable state statutes, any state rules adopted to implement the MGDPA and related statutes, as well as federal statutes and regulations, as they apply to all data created, collected, received, stored, used, maintained, or disseminated under this Agreement.

2. City is responsible to be familiar and in compliance with all specific data protections, breach notifications and associated obligations required in Exhibit A, including but not limited to ensuring written processes and procedures for reporting, within the 24 hours, an actual or detected imminent breach of personally identifiable data, and, written processes and procedures for protecting participants' identifying information.
3. City is responsible for the solicitation, safeguarding, and management of Releases of Information signed by program participants for any non-public, non-healthcare data to be shared between City, County, any subrecipients, and any other participating partner organizations for Grant program delivery. A sample of a participant Release of Information is attached as Exhibit B.
4. City is responsible for ensuring that a HIPAA-compliant Release of Information is sought and signed by program participants for any healthcare data to be shared between a healthcare provider and City, County, subrecipient, or any other participating partner organization for Grant program delivery.

VIII. MERGER AND MODIFICATION:

1. 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, or preceding memoranda of agreement, between the Parties relating to the subject matter hereof. All Exhibits and DOJ Grant requirements referenced in this JPA are incorporated herein by reference and deemed to be a part of this JPA.
2. Any alterations, variations, modifications, or waivers of provisions of this JPA shall only be valid when they have been reduced to writing as an amendment to this JPA signed by both Parties.

IX. 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 City, County may refuse to disburse DOJ Award funds under Section V until such default is cured.

X. INDEPENDENT CONTRACTOR:

City 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 City as the agent, representative or employee of County for any purpose or in any manner whatsoever. City is to be and shall remain an independent contractor with respect to all services performed under this JPA. Any and all personnel of City or other persons while engaged in the performance of any

work or services required by City under this JPA shall have no contractual relationship with County and shall not be considered employees of County.

XI. 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 County and/or City as a result of this JPA.

XII. CODE OF ETHICS:

Both the City and County must comply with County's Ethics in Procurement policy and Procurement Conflict of Interest Policy. City affirms that to the best of its knowledge, City's involvement in this Agreement does not result in a conflict of interest. Should any conflict or potential conflict of interest become known to City, City shall immediately notify County of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict. Unless waived by County, a conflict or potential conflict may, in County's reasonable discretion, be cause for cancellation or termination of this Agreement.

XIII. DISTRIBUTION OF ASSETS:

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

XIV. MISCELLANEOUS:

1. Amendments. This JPA may be amended at any time by written agreement of both parties.
2. 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.
3. 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.

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

EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE

CITY OF SAINT PAUL

RAMSEY COUNTY

By:

Mayor or Deputy Mayor

By:

Trista Martinson, Chair
Ramsey County Board of Commissioners

By:

Director, Office of Financial Services

By:

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

By:

Director, Planning & Economic Development

By:

Director, Housing Stability

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant City Attorney

Assistant County Attorney