



Board of Commissioners

Agenda

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

June 4, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of June 4, 2024 is Presented for Approval** [2023-666](#)

Sponsors: County Manager's Office

Approve the agenda of June 4, 2024.

2. **Minutes from May 28, 2024 are Presented for Approval** [2023-687](#)

Sponsors: County Manager's Office

Approve the May 28, 2024 Minutes.

PROCLAMATION

3. **Proclamation: PRIDE Month** [2024-196](#)

Sponsors: Human Resources

ADMINISTRATIVE ITEMS

4. **Grant Agreement with the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program** [2024-190](#)

Sponsors: Housing Stability

1. Ratify the submittal of the grant application to Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program.
2. Accept a grant award and approve a grant agreement with Minnesota Housing Finance Agency for the period of June 1, 2024, through September 30, 2025, in the amount of \$3,288,018.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures provided the amounts are within the limits of grant funding.

Background and Rationale

5. **Agreement with Meisinger Construction Company, Inc. for Medical Examiner's Office Backup Generator Replacement Project** [2024-191](#)

Sponsors: Property Management

1. Approve the selection of and agreement with Meisinger Construction Company, Inc., 121 Bridgepoint Way, South Saint Paul, MN 55075, for the Medical Examiner's Office Backup Generator Replacement project, for the period of June 4, 2024 through June 3, 2025, in the not-to-exceed amount of \$308,000.
2. Authorize the Chair and Chief Clerk to execute the agreement.
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.

6. **Amendment to the Joint Powers Agreement with the Minnesota Department of Veteran Affairs for the Homelessness Mission - Functional Zero Project** [2024-192](#)

Sponsors: Veterans Services

1. Approve an amendment to the Joint Powers Agreement with the Minnesota Department of Veteran Affairs, 435 Wabasha Street North #120, Saint Paul, MN 55102, for the Homelessness Mission - Functional Zero Project for the period of November 1, 2022 through June 30, 2025, in the not-to-exceed amount of \$300,000 in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.

7. **Grant Agreement with the Minnesota Board of Water and Soil Resources for Soil Health Supplemental Staffing** [2024-200](#)

Sponsors: Parks & Recreation

1. Ratify the submittal of the grant application to the Minnesota Board of Water and Soil Resources for soil health supplemental staffing.
2. Accept a grant award and approve the grant agreement with Minnesota Board of Water and Soil Resources for soil health supplemental staffing for the period after the grant agreement is executed through December 31, 2027, in the amount of \$345,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

ORDINANCE PROCEDURES

8. **Proposed Ramsey County Commissioner's Salary Ordinance for 2025 - Waive First Reading and Set Public Hearing Date** [2024-214](#)

Sponsors: Human Resources

1. Waive the First Reading of the proposed Ramsey County Commissioner's Salary Ordinance for 2025.
2. Set the Public Hearing date of June 18, 2024 at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse - 15

West Kellogg Boulevard, Saint Paul, MN 55102 to afford the public an opportunity to comment on the proposed Ramsey County Commissioner’s Salary Ordinance for 2025.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

OUTGOING DEPUTY COUNTY MANAGER REMARKS

ADJOURNMENT

Following County Board Meeting:

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

10:30 a.m. (est.) Board Workshop: Recycling and Energy Board Joint Activities Budget - Courthouse Room 220 - Large Conference Room

Public access via Zoom:

Webinar ID: 945 2405 1145 | Passcode: 590044 | Phone: 651-372-8299

1:30 p.m. Board Workshop: Appropriate Responses Initiative - Courthouse Room 220 - Large Conference Room

Public access via Zoom:

Webinar ID: 949 5333 8288 | Passcode: 935830 | Phone: 651-372-8299

Advance Notice:

- June 11, 2024 County board meeting – Council Chambers
- June 18, 2024 County board meeting – Council Chambers
- June 25, 2024 County board meeting – Council Chambers
- July 02, 2024 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: 2023-666

Meeting Date: 6/4/2024

Sponsor: County Manager's Office

Title

Agenda of June 4, 2024 is Presented for Approval

Recommendation

Approve the agenda of June 4, 2024.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-687

Meeting Date: 6/4/2024

Sponsor: County Manager's Office

Title

Minutes from May 28, 2024 are Presented for Approval

Recommendation

Approve the May 28, 2024 Minutes.

Attachments

1. May 28, 2024 Minutes



Board of Commissioners

Minutes

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

May 28, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:00 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Johanna Berg, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Present: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner Frethem.

1. Agenda of May 28, 2024 is Presented for Approval [2023-665](#)

Sponsors: County Manager's Office

Approve the agenda of May 28, 2024.

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

2. Minutes from May 21, 2024 are Presented for Approval [2023-686](#)

Sponsors: County Manager's Office

Approve the May 21, 2024 Minutes.

Motion by Frethem, seconded by Ortega. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

PRESENTATION OF AWARD

3. National Association of Social Workers Minnesota Chapter - Social Worker of the Year Award [2024-179](#)

Sponsors: Social Services

None. For information and discussion only.

Presented by Commissioner Moran. Discussion can be found on archived video.

PROCLAMATION

4. Proclamation: Darren Tobolt Day [2024-211](#)

Sponsors: Board of Commissioners

Presented by Commissioner Reinhardt. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

5. Repurchase of a Tax-forfeited Property Located at 67 Magnolia Avenue West, Saint Paul, MN 55117 [2024-181](#)

Sponsors: Property Tax, Records & Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustices or undue hardships caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
 - Commissioner District 3
 - PIN: 30-29-22-22-0153
 - Property Address: 67 Magnolia Avenue West, Saint Paul, MN 55117
 - Repurchase amount due to date: \$4,729
2. Approve the repurchase of the above tax-forfeited property by Pang Fang Moua, fee owner at the time of forfeiture (Repurchaser), subject to the Repurchaser executing a repurchase contract within 90 days of approval.

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-095](#)

6. Repurchase of a Tax-forfeited Property Located at 287 Cecelia Place, Saint Paul, MN 55105 [2024-182](#)

Sponsors: Property Tax, Records & Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustices or undue hardships caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
 - Commissioner District 4
 - PIN: 10-28-23-12-0094
 - Property Address: 287 Cecelia Place, Saint Paul, MN 55105
 - Repurchase amount due to date: \$29,094
2. Approve the repurchase of the above tax-forfeited property by David Neel Fodor, fee owner at the time of forfeiture (Repurchaser), subject to the Repurchaser executing a repurchase contract within 90 days of approval.

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-096](#)

7. Repurchase of a Tax-forfeited Property Located at 523 Western Avenue North, Saint Paul, MN 55103 [2024-183](#)

Sponsors: Property Tax, Records & Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustices or undue hardships caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
 - Commissioner District 4
 - PIN: 36-29-23-24-0081
 - Property Address: 523 Western Avenue North, Saint Paul, MN 55103

- Repurchase amount due to date: \$10,497
- 2. Approve the repurchase of the above tax-forfeited property by Danny Tran, fee owner at the time of forfeiture (Repurchaser), subject to the Repurchaser executing a repurchase contract within 90 days of approval.

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-097](#)

8. Parcel C Easement Amendment 1 with the United States of America in the [2024-180](#)
Rice Creek Regional Trail Corridor

Sponsors: Parks & Recreation

1. Approve Easement Amendment 1 Agreement with the United States of America for Parcel C within the Rice Creek Regional Trail corridor.
2. Authorize the Chair and Chief Clerk to execute the Parcel C Easement Amendment 1 agreement.

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-098](#)

9. Personnel Complement Increase in Financial Assistance Services [2024-115](#)

Sponsors: Financial Assistance Services

Approve an increase in the personnel complement of the Financial Assistance Service department up to 28.00 Full Time Equivalent.

Discussion can be found on archived video.

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2024-099](#)

LEGISLATIVE UPDATE

10. Presentation: Legislative Update 2024 [2024-212](#)

Sponsors: Policy & Planning

None. For information and discussion only.

Discussion can be found on archived video.

COUNTY CONNECTIONS

Presented by County Manager, Johanna Berg. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

Presented by Chair Martinson. Discussion can be found on archived video.

ADJOURNMENT

Chair Martinson declared the meeting adjourned at 10:50 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-196

Meeting Date: 6/4/2024

Sponsor: County Manager's Office

Title

Proclamation: PRIDE Month

Attachments

1. Proclamation

Proclamation

WHEREAS, The month of June is recognized internationally as PRIDE Month to commemorate the Stonewall Riots in June 1969, which sparked the Gay Rights liberation movement; and

WHEREAS, The first-ever PRIDE parade known as the “Christopher Street Liberation Day” was organized to “demonstrate against centuries of abuse; official betrayal of human rights by virtually all segments of society; from government hostility to employment and housing discrimination and anti-homosexual laws”; and

WHEREAS, The United States officially joined 18 other countries in legalizing same-sex marriages on June 26, 2015 and currently 37 countries have legalized same-sex marriages; and

WHEREAS, Ramsey County has been advancing marriage equality by signing over 1,333 civil contracts in support of residents as of June 2024; and


WHEREAS, Ramsey County employs over 4000 employees with a spectrum of diverse ethnic and racial identities, gender and sexual identities, age ranges, abilities, and lived experiences that adds value to the county’s workforce; and

WHEREAS, The PRIDE: LGBTQIA2S+ Employee Resource Group’s was established in 2023 and its mission is to promote a safe and inclusive workplace culture for lesbian, gay, bisexual, transgender, queer, intersex, asexual, and two spirit Ramsey County employees and allies; and

WHEREAS, Ramsey County would like to highlight and acknowledge Mossier, one of many great community partnerships that is dedicated to transforming workplaces with LGBTQIA2S+ Diversity and Equity initiatives and has had a profound impact on Ramsey County; Now, Therefore, Be It

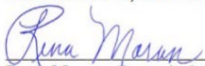
PROCLAIMED, The Ramsey County Board of Commissioners declares June 2024 as Pride Month in Ramsey County and encourages everyone to celebrate PRIDE Month with their loved ones and with all communities in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners will continue to advance and deepen their commitment to advocate for the rights of LGBTQIA2S+ employees and residents.


Trista Martinson, Board Chair, District 3

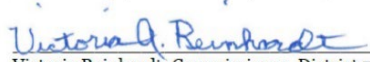

Nicole Frethem, Commissioner, District 1


Mary Jo McGuire, Commissioner, District 2


Rena Moran, Commissioner, District 4


Rafael Ortega, Commissioner, District 5


Mai Chong Xiong, Commissioner, District 6


Victoria Reinhardt, Commissioner, District 7


Johanna Berg, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2024-190

Meeting Date: 6/4/2024

Sponsor: Housing Stability

Title

Grant Agreement with the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program

Recommendation

1. Ratify the submittal of the grant application to Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program.
2. Accept a grant award and approve a grant agreement with Minnesota Housing Finance Agency for the period of June 1, 2024, through September 30, 2025, in the amount of \$3,288,018.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures provided the amounts are within the limits of grant funding.

Background and Rationale

The Minnesota Family Homelessness Prevention and Assistance Program (FHPAP) was established in 1993 to assist families with children, single adults and youth who are homeless or at imminent risk of homelessness. The Minnesota Housing Finance Agency (MHFA) administers the FHPAP with guidance from the Minnesota Interagency Council on Homelessness and the state's plan to prevent and end homelessness. The FHPAP provides funds to serve low-income (less than 200% Federal Poverty Guidelines) residents to prevent homelessness and/or to rapidly rehouse those households that are homeless.

Ramsey County works with its community partners through an FHPAP Advisory Committee (required by statute) and Heading Home Ramsey (the county's Continuum of Care or "CoC") to design a homeless crisis response system, develop project outcome measures, and assess the short and long-term effectiveness of the program in meeting the needs of families who are at risk of homelessness, or are experiencing homeless. This year, Heading Home Ramsey CoC prioritized serving families with minor children, single adults, and parenting or unaccompanied youth under 25 years old for the 2023-2025 grant cycle by providing street outreach, prevention assistance, coordinated entry, and rapid rehousing services.

MHFA awarded Ramsey County \$3,288,018 for the specified grant period, or "Round 2," which is in addition to current FHPAP funding of \$6,590,000, totaling \$9,878,018 for the 2023-2025 grant period. Ramsey County issued a solicitation via letter of interest to currently funded providers to expand homeless prevention projects.

The solicitation received seven respondents, of which six were awarded funding. Funded subgrantee agencies include:

1. American Indian Family Center
2. Merrick Community Services
3. Minnesota Community Care
4. Neighborhood House
5. Solid Ground
6. YMCA

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Examples of this include supporting a state plan to prevent and end homelessness which focuses on racial, housing and health justice, as well as providing funding commitments such as FHPAP. To further address the racial disparities that exist among Minnesotans experiencing homelessness, MHFA prioritizes working with grant administrators who will be successful in improving housing stability for communities disproportionately impacted by homelessness, including those who can provide culturally specific services.

Ramsey County received one letter of interest from a culturally specific provider that was selected for funding by the Heading Home Ramsey ranking committee. The American Indian Family Center specializes in serving American Indian/Indigenous households.

Ramsey County also prioritizes the Equity Focus prevention practice model as outlined in the 2023-2025 FHPAP Program Guide. The Equity Focus practice model employs strategies and responses that are attuned to the populations at greatest risk for homelessness. To effectively carry out Equity Focus, Ramsey County works with the Heading Home Ramsey CoC, FHPAP Advisory Committee and its subgrantees to develop and implement data-driven strategies to ensure interventions for homeless individuals and families are representative of the populations being served and culturally appropriate. Through this funding, subgrantees will concentrate efforts on neighborhoods and zip codes in Ramsey County with high levels of poverty and racial disparities which include 55104, 55106, and 55117.

Community Participation Level and Impact

MHFA requires engagement of community members, stakeholders, people with lived experience, and school partners to be members of the required FHPAP Advisory Committee. The Advisory Committee doubly functions as the Heading Home Ramsey CoC’s Prevention and Tenant Stabilization (PTS) Work Group which develops prevention-focused strategies and recommendations. The FHPAP Advisory/PTS Work Group will continue and begin to work on the following strategies for the 2023-2025 FHPAP biennium:

1. Continue to partner with the Ramsey County Financial Assistance Department to align strategies and services for residents seeking FHPAP and emergency financial assistance to resolve crises to prevent homelessness.
2. Continually update public-facing information for residents, property owners, and other community members in need of resources.
3. Develop and implement a no wrong door approach for residents in need by leveraging stakeholder input, particularly those with lived experience of homelessness to increase efficiency and effectiveness of our FHPAP projects.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Round 2 grant funding of \$3,288,018 will be awarded to six subgrantees. The total Round 2 budget is made up of two FHPAP funding sources: The Round 2 FHPAP Standard Grant of \$3,005,633 and the Round 2 FHPAP Fast Track Grant of \$282,385. In total, MHFA awarded Ramsey County \$9,878,018 for the 2023-2025 grant period.

Subgrantee	Current FHPAP Fast Track	Current FHPAP Standard	Total Current	Round 2 FHPAP Fast Track	Round 2 FHPAP Standard	Total Round 2	Total Current + Round 2
American Indian Family Center	\$191,753.34	\$161,609.71	\$353,363.05		\$596,379.20	\$596,379.20	\$949,742.25
Merrick Community Services	\$233,810.49	\$197,055.47	\$430,865.96		\$704,764.20	\$704,764.20	\$1,135,630.16
Minnesota Community Care	\$464,397.62	\$342,373.17	\$806,770.79		\$427,989.20	\$427,989.20	\$1,234,759.99
Neighborhood House	\$326,785.32	\$228,723.70	\$555,509.02	\$282,385.00	\$419,379.20	\$701,764.20	\$1,257,273.22
Solid Ground	\$380,076.91	\$274,408.51	\$654,485.42		\$704,764.20	\$704,764.20	\$1,359,249.62
YMCA	\$346,129.91	\$279,753.39	\$625,883.30		\$152,357.00	\$152,357.00	\$778,240.30
Catholic Charities	344,622.04	357,466.65	\$702,088.69				\$702,088.69
Comunidades Latinas	186,329.05	111,117.81	\$297,446.86				\$297,446.86
Face to Face	192,828.84	331,762.36	\$524,591.20				\$524,591.20
Hmong American Partnership	53,093.70	162,123.19	\$215,216.89				\$215,216.89
Lutheran Social Services	113,068.75	188,447.92	\$301,516.67				\$301,516.67
1 Day at a Time	199,884.10	183,962.20	\$383,846.30				\$383,846.30
Wilder	282,319.90	246,095.88	\$528,415.78				\$528,415.78
Ramsey County Admin	78,750.03	\$131,250.04	\$210,000.07				\$210,000.07
Totals	\$3,393,850.00	\$3,196,150.00	\$6,590,000.00	\$282,385.00	\$3,005,633.00	\$3,288,018.00	\$9,878,018.00

Last Previous Action

On September 9, 2023, the Ramsey County Board of Commissioners approved a grant agreement with Minnesota Housing Finance Association for the Family Homelessness Prevention and Assistance Program for the period of October 1, 2023, through September 30, 2025, in the amount of \$6,590,000 (Resolution B2023-151).

Attachments

1. Ramsey County FHPAP 2024 Standard and Fast Track Funding Selection Letter
2. FHPAP Grant Contract Template 24-25_ Standard and Fast Track Round 2_Final
3. FHPAP_Exhibit B_ Work Plan 24-25_ Standard Funds Round 2_Final
4. FHPAP_Exhibit C_ Work Plan_Fast Track Funds Round 2_Final
5. FHPAP Standard Budget Rd2_FinalFHPAP Fast Track Budget Rd2_Final
6. FHPAP Fast Track Budget Rd2_Final



April 26, 2024

Renee Theese
Planning Specialist II: Prevention and FHPAP Coordinator
Ramsey County
121 E 7th Place Ste 4200
Saint Paul, MN 55101

Sent via email

Re: Family Homeless Prevention and Assistance Program (FHPAP) Funding

Dear Renee,

We are pleased to inform you that your proposal was approved for funding by the Minnesota Housing board on April 25, 2024. Your application was one of 24 that were selected for approval, representing a total of \$ 27,952,000.00, which will be used to help households statewide who are homeless or at imminent risk of homelessness to retain their housing or obtain housing.

Your organization will be awarded up to \$3,005,633.00 of Standard Grant Proceeds and \$282,385.00 of Fast Track Grant Proceeds for a total contract amount of \$3,288,018.00 for a Grant Period of June 1, 2024, or the date the contract is signed by all parties, to September 30, 2025. Funding is contingent upon satisfactory completion of all due diligence items, approval of which is at the sole discretion of Minnesota Housing. In addition to the standard requirements stated in the Grant Contract Agreement, the following conditions apply to your specific grant:

Enclosed with this letter are the Due Diligence Checklist and the Grant Contract Agreement with Exhibits. All items listed in the Due Diligence Checklist must be returned to and approved by Minnesota Housing prior to the execution of the Grant Contract Agreement. The deadline for Due Diligence items is May 31, 2024. **NOTE:** Expenses incurred prior to the execution of the Grant Contract Agreement are not allowed and will **not** be reimbursed.

A mandatory due diligence information session will be held on Tuesday, April 30, 2024, from 10:00 a.m. to 11:30 a.m. Central Time via [Microsoft Teams](#) (click on this link to join the session). The information session will provide an overview of the program, Grant Contract Agreement provisions and next steps on submitting the required due diligence items. The session will also allow time for questions.

If you have program-specific questions, please contact Minnesota Housing FHPAP staff at:

Diane Elias
diane.elias@state.mn.us
651.284.3176

Nancy Urbanski
nancy.urbanski@state.mn.us
651.296.3683

Thank you for your continued commitment in serving homeless and low-income households and partnering with Minnesota Housing as we work to affordably house Minnesotans.

Sincerely,

Rinal Ray
Assistant Commissioner, Housing Stability Division

Enclosures:
Due Diligence Checklist
Grant Contract Agreement and Exhibits

Equal Opportunity Employer

Family Homeless Prevention and Assistance Program (FHPAP) Due Diligence Checklist

All items listed below must be submitted no later than 4:30 p.m. Central Time on Friday, May 31, 2024.

Expenses incurred prior to the execution of the Grant Contract Agreement by both parties cannot be reimbursed. Reach out to mhfa.grants@state.mn.us or 651. 297.5231 with any questions related to due diligence.

Submit the following items electronically to mhfa.grants@state.mn.us. Once all due diligence items have been submitted and approved, Minnesota Housing will initiate electronic signing of the Grant Contract Agreement via DocuSign.

- A signed original, or signed and certified, **Board Resolution** specific to the grant that includes the award amount and the employee authorized to execute the Grant Contract Agreement. Also provide the name(s), title(s), and email address(es) of the individual(s) authorized to sign. If there is more than one signer of your Grant Contract Agreement, list the routing order of the signatures. This information will be used to route the document for electronic signature via DocuSign. Once fully executed, your signer(s) will automatically receive a copy through DocuSign. A hard copy will not be mailed.
- A **Certificate of Liability Insurance with Employee Dishonesty/Crime Coverage** in the amount of at least one-eighth of the total grant amount. The expiration date of the policy must be after the start of the grant term. Minnesota Housing must be named as a certificate holder. Employee theft coverage will not be accepted.
- Exhibit B**, part one: A **Work Plan** that describes changes made to the original application as a result of the final Standard Grant Proceeds award amount.
- Exhibit B**, part two: A **Budget**, reflecting all funding sources and amounts as well as amounts allocated to any subgrantees receiving Standard Grant Proceeds. The budget includes a tab for contact information.
- Exhibit C**, part one: A **Fast Track Work Plan** that includes narrative (as needed) as result of the final Fast Track Grant Proceeds award amount.
- Exhibit C**, part two: A **Fast Track Budget**, reflecting all funding sources and amounts as well as amounts allocated to any subgrantees receiving Fast Track Grant Proceeds. The budget includes a tab for contact information.

New Grantees or if changes have occurred:

- ❑ An **Electronic Funds Transfer (EFT) Form**, which is available from Minnesota Housing upon request. More information is available on Minnesota Management and Budget's website at: [EFT Forms and Information](#). If you have not registered as a vendor with the State of Minnesota, this will need to be completed prior to completing the EFT Form. Go to the [Vendor Registration Link](#) to complete this process. Once the form is completed, provide Minnesota Housing your **SWIFT vendor number**, and send a copy of your [W-9](#) so that payments will not be delayed.

**MINNESOTA HOUSING FINANCE AGENCY
GRANT CONTRACT AGREEMENT
FAMILY HOMELESS PREVENTION & ASSISTANCE PROGRAM**

This Grant Contract Agreement is between the Minnesota Housing Finance Agency ("MHFA") and **[GIVE THE FULL NAME OF THE GRANTEE INCLUDING ITS ADDRESS]** ("Grantee").

Recitals

1. Under [Minn. Stat. § 462A.204](#), the MHFA is empowered to enter into this Grant Contract Agreement.
2. MHFA is in need of a Family Homeless Prevention and Assistance Program (the "Program") to prevent homelessness, reduce the length of time households are homeless and eliminate future episodes of homelessness.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of MHFA. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this Grant Contract Agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

June 1, 2024, Per [Minn. Stat.§16B.98](#), Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and MHFA's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 *Grant period:*

The Grant Contract Agreement period for the Program begins with the Effective Date of this Grant Contract Agreement and continues through **September 30, 2025**, (the "Grant Period"). All funds provided through this Grant Contract Agreement must be fully expended in compliance with this Grant Contract Agreement by the end of the Grant Period.

1.3 *Expiration date:*

December 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.4 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1) and review the State of Minnesota Office of Grants Management policy 08-01, (Conflict of Interest for State Grant-Making). The Grantee is required to have a documented Conflict of Interest policy and must utilize this policy when performing the Grantee duties under the Grant Contract Agreement. If the Grantee has knowledge or becomes aware of any actual, potential, perceived, or organizational conflicts of interest with respect to the Grant Contract Agreement, the Grantee shall immediately disclose the conflict of interest directly to MHFA.

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** and made a part hereof (the “Work Plan”). The Grantee has submitted to MHFA a Fast Track Work Plan, which as revised as required by MHFA, is attached hereto as **Exhibit C** and made a part hereof (the “Fast Track Work Plan”). 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.

2.2 The Grantee agrees to comply with all Program expectations and requirements outlined in the Program Guide located on the MHFA’s [website](#) and covering October 1, 2023-September 30, 2025, which is incorporated into this Grant Contract Agreement, which may be amended from time to time as needed. MHFA will provide notice of any such amendments to the Grantee’s Authorized Representative (defined herein) by email. Unless otherwise indicated in the Program Guide, any such amendments are binding on the Grantee as of the date indicated in the notice, which shall not be earlier than the date that MHFA sends the notice.

2.3 *Reporting*

The Grantee shall submit quarterly and narrative 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, utilizing each of the Standard Grant Proceeds and the Fast Track Grant Proceeds, must be submitted to MHFA by the due dates established in the Reporting Timeline, attached hereto as **Exhibit D** (the “Reporting Timeline”). The Final Fast Track Expenditure and Output Report for the period ending September 30, 2024, must be submitted by November 12, 2024.

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 performance outcomes and expenditures defined in the Grantee’s Project Plan on at least a semi-annual basis.

2.4 *Coordinated Entry*

Coordinated Entry (“CE”) means a centralized or coordinated process designed to coordinate program participant intake, assessment and provision of referrals. A centralized or coordinated entry system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

Grantees and their sub-grantees are encouraged to participate in the local CE planning and implementing process and are required to participate in their local Continuum of Care and CE process for prevention and homeless assistance provided with Program funds. All homeless households enrolled in the program must be referred through CE.

2.5 *Advisory Committee*

The Grantee shall consult on a regular basis, but no less than quarterly, with its advisory committee, which the Grantee must establish pursuant to Minn. Stat. § 462A.204, in the implementation of the Grantee’s Project Plan.

The Grantee must include MHFA on all communications to their advisory committee including meeting agendas and minutes.

2.6 *Minnesota Homeless Management Information System*

- (a) The Grantee agrees that it will cooperate in good faith with Institute for Community Alliances (ICA) (the “Administrator”), and any successors and/or assignees of the Administrator’s rights and responsibilities regarding the Minnesota Homeless Management Information System computerized database (“HMIS”) to (i) participate in and receive any training which the Administrator may require from time to time in order for the Grantee to be a licensed user of HMIS, and (ii) satisfy other reasonable requirements which may be imposed by the Administrator and MHFA in connection with HMIS.
- (b) The Grantee agrees that it will (i) request certain information from the individuals it serves through the Program, pursuant to Grantee’s agreement with the Administrator, (ii) input such information into HMIS in a timely manner, and (iii) run reports and test data for accuracy, as directed by the Administrator and MHFA.
- (c) The Grantee agrees that it will obtain any and all necessary disclosures, releases and consents in connection with the Program to permit MHFA to access information and receive periodic reports from the Administrator (additional information is available at <http://www.hmismn.org>), and the Grantee hereby expressly permits MHFA to access any and all such information.

2.7 *Contracts*

The Grantee shall include in any contract with a sub-grantee, in addition to the provisions necessary to define a sound and complete agreement, (i) all of the provisions contained in Section 2.6 hereof, to the extent that such contract relates to the licensing, training and other requirements regarding HMIS, (ii) provisions necessary for MHFA, or its representatives, the Commissioner of Administration or the Legislative or State Auditor for the State of Minnesota to inspect, audit, copy, or abstract, any and all of sub-grantee’s books, records, papers, or other documents relevant to the Grant Proceeds (as defined below) or the use of the Grant Proceeds, (iii) provisions that sub-grantee is not allowed, without the prior written consent of MHFA, which consent may be withheld at the sole discretion of MHFA, to enter into any sub-contract or agreement that is relevant to the Grant Proceeds or the use of the Grant Proceeds, and (iv) all provisions necessary to assure sub-grantee compliance with applicable laws, rules and regulations. **Notwithstanding the foregoing, MHFA reserves the right to limit, at any time and in its sole discretion, the ability of the Grantee to enter into any contract relevant to the Grant Proceeds or the use of the Grant Proceeds.**

2.8 *Timeliness*

For payments made with Fast Track Grant Proceeds (defined in clause 4.1), the Grantee and its subgrantees must process eligible payments within 30 days from the date of receipt of all required documentation. The Grantee must maintain sufficient records to demonstrate that eligible payments were made within this 30-day timeframe.

3 **Time**

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence.

4 **Consideration and Payment**

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 \$ **AMOUNT** (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 \$ **AMOUNT** (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 \$ [TRAVEL] (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 \$ [TRAVEL] (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 \$[THIS MUST BE THE TOTAL OF 4.1(A) AND 4.1(B) ABOVE], 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.

4.2 Payment

(a) Disbursements

The disbursement of the Grant Proceeds is as follows:

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

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) Unexpended Funds

The Grantee must promptly return to MHFA within 90 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) 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) 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.

4.3 **Contracting and Bidding Requirements**

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
 - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
- (e) The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, MHFA may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - It is determined there is only one legitimate or practical source for such materials or services and that the Grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i) The Grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 **Conditions of Payment**

All services provided by the Grantee under this Grant Contract Agreement must be performed to MHFA's satisfaction, as determined at the sole discretion of the MHFA's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by MHFA to be unsatisfactory or performed in violation of federal, state, or local law.

The Grantee must use its best efforts to recoup from the payee any duplicate payments or payments that are

later deemed ineligible by either the Grantee or MHFA. The Grantee must cooperate with MHFA in any recoupment effort, as requested by MHFA. In the event that recoupment is unsuccessful, MHFA, at its sole discretion, may require repayment by the Grantee to MHFA in the amount of the ineligible payment.

6 Authorized Representative

MHFA's Authorized Representative is Rinal Ray, Housing Stability Assistant Commissioner, 400 Wabasha St N, Suite 400, St. Paul, MN 55102; 651.296.3789, rinal.ray@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the MHFA's Authorized Representative will certify acceptance of services and expenses to date. The Authorized Representative may delegate certain responsibilities to the Program Manager: Diane Elias, 651.284.3176, diane.elias@state.mn.us, or her successor.

The Grantee's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL]. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify MHFA.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior written consent of MHFA, approved by the same parties who executed and approved this Grant Contract Agreement, or their successors in office.

7.2 Amendments

Any amendments to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement, or their successors in office.

7.3 Waiver

If MHFA fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or MHFA's right to enforce it.

7.4 Grant Contract Agreement Complete

This Grant Contract Agreement contains all negotiations and agreements between MHFA and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold MHFA, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by MHFA, arising from the performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the MHFA's failure to fulfill its obligations under this Grant Contract Agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Contract Agreement or transaction are subject to examination by MHFA, the Commissioner of Administration and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and MHFA must comply with the Minnesota Government Data Practices Act, [Minn. Stat.](#)

[Ch. 13](#), as it applies to all data provided by MHFA under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or MHFA. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify MHFA. MHFA will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 *Intellectual Property Rights*

- (a) MHFA owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Grant Contract Agreement. The “works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. “Works” includes documents. The “documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The documents will be the exclusive property of MHFA, and all such documents must be immediately returned to MHFA by the Grantee upon completion or cancellation of this Grant Contract Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the works and the documents to MHFA. The Grantee must, at the request of MHFA, execute all papers and perform all other acts necessary to transfer or record MHFA's ownership interest in the works and documents.
- (b) *Obligations*
- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee will immediately give MHFA's Authorized Representative written notice thereof, and must promptly furnish MHFA's Authorized Representative with complete information and/or disclosure thereon.
 - (2) Representation. The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of MHFA, and that neither the Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MHFA, at Grantee's expense, from any action or claim brought against MHFA to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or MHFA's opinion is likely to arise, the Grantee must, at the MHFA's discretion, either procure for MHFA the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of MHFA will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation and Insurance

11.1 The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered MHFA employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MHFA's obligation or responsibility.

11.2 The Grantee shall obtain and maintain, a Certificate of Liability showing employee dishonesty/crime coverage insurance or other similar coverage in the amount of at least one-eighth of the total amount of the Grant Proceeds, and naming MHFA as certificate holder on the Certificate of Liability as approved in writing by MHFA. The Grantee, at its sole cost and expense and from time to time and at any time at the request of MHFA, must provide evidence of such coverage.

If the Grantee executes a grant contract with a sub-grantee, then the Grantee shall obtain and maintain, and have on file for MHFA to review, evidence of sub-grantee's employee dishonesty/crime coverage insurance or other similar coverage in the amount of at least one-eighth of the total sub-grantee grant contract.

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this Grant Contract Agreement must identify MHFA as the sponsoring agency and must not be released without prior written approval from MHFA's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Contract Agreement. All projects primarily funded by state grant appropriations must publicly credit MHFA, including on the Grantee's website when practicable.

12.2 *Endorsement*

The Grantee must not claim that MHFA endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Contract Agreement. Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 (a) *Termination by MHFA*

MHFA may immediately terminate this Grant Contract Agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) *Termination by The Commissioner of Administration*

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.2 *Termination for Cause*

MHFA may immediately terminate this Grant Contract Agreement if MHFA finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. MHFA may take action to protect the interests of MHFA, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 *Termination for Insufficient Funding*

MHFA may immediately terminate this Grant Contract Agreement if:

- (a) It does not obtain funding from the Minnesota Legislature
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. MHFA is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MHFA will not be assessed any penalty if this Grant Contract Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MHFA must provide the Grantee notice of the lack of funding within a reasonable time of MHFA's receiving that notice.

15 **Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MHFA, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Fraud Disclosure**

Fraud is any intentionally deceptive action made for personal gain or to damage another. Any person or entity (including its employees and affiliates) that enters into an agreement with MHFA and witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report to:

- MHFA's Chief Risk Officer at 651.296.7608 or 800.657.3769; or by email at Mike.Thone@state.mn.us;
- Any member of MHFA's [Servant Leadership Team](#); or as denoted on MHFA's current organizational chart (Go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or
- [Report Wrongdoing or Concerns \(mnhousing.gov\)](#) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

17 **Suspension**

By entering into any agreement with MHFA, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the agreement) has not been suspended from doing business with MHFA. Please refer to MHFA's website for a list of [suspended individuals and organizations](#). (Go to mnhousing.gov/suspensions)

18 **Conflicts**

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 C

Exhibit A

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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.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. MINNESOTA HOUSING FINANCE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee

DRAFT

Family Homeless Prevention and Assistance Program (FHPAP) Work Plan 2024-25 Biennium, Round 2

The purpose of the FHPAP Work Plan is to describe changes to the budget, outputs, or activities due to the final FHPAP award amount. The FHPAP Work Plan must be submitted and approved by MHFA prior to the execution of the Grant Contract Agreement.

BUDGET AND PROJECTED HOUSEHOLDS
<p>Expectation: The Grantee must adjust its budget and proposed households to match the award provided by MHFA. The final budget document, including the projected number of households to be served, must reflect spirit and intent of the initial application.</p>
<ol style="list-style-type: none"> 1. Submit copies of updated budget spreadsheets for the total budget, Grantee budget and subgrantee budgets. 2. If the budget and outputs have been adjusted proportionately but no change has been made to the anticipated services or activities, you may skip this question. If adjustments have been made that differ from the initial application, please describe here, and include rationale and guidance from advisory committee: <ul style="list-style-type: none"> • Details of any revisions to the proposed activities based on the award amount • Details of any revisions to the proposed households served based on the award amount • Details of any budget items that have significantly higher cost per household than the initial application
<p>Response:</p>

ACKNOWLEDGMENT OF PROGRAM EXPECTATIONS
<p>Eligibility Criteria: Grantees must follow the state eligibility criteria allowable by the program (see page 6 of the Program Guide). If your program will be utilizing one of the following exceptions, please check the box below and, if not described in the application, provide a response as well.</p>
<p><input type="checkbox"/> The grantee will further restrict household income below 200% of federal poverty guidelines to target households with the greatest need</p>
<p><input type="checkbox"/> The grantee will further target their Rapid Rehousing resources toward households prioritized by their Continuum of Care, such as chronically homeless or literally homeless.</p>
<p><input type="checkbox"/> Grantee or subgrantees are specializing in serving a specific population, such as youth or families, and are targeting those households. Regardless, the grantee has demonstrated in the application narrative how all households will be served with assistance.</p>

The grantee will assess households for FHPAP eligibility at the same time as assessing the household for Emergency Assistance/Emergency General Assistance (EA/EGA) with a process that does not add undue burden to the household.

Response:

Monitoring: Regular and ongoing monitoring of client records and financial files. At least annually, the Grantee and its advisory committee will be responsible to monitor each organization providing Program funded activities. Monitoring must include review of client records documenting eligibility and service provision. It should also include review of financial files for eligible expenses, invoicing and supporting documentation. Results should be shared with the Grantee’s advisory committee.

Performance: The Grantee will utilize the HMIS FHPAP Supplemental (SHP-50-SAG-296) report to evaluate the performance of the Program and share the results with the Grantee’s advisory committee for additional discussion:

- **Measure #1:** The percentage of households receiving assistance who are not yet homeless who do not become homeless (*Prevent*)
- **Measure #2:** The percentage of households who exit to permanent, stable housing, by race, ethnicity, and household type (*Rare*)
- **Measure #3:** The length of time from enrollment to housing placement (*Brief*)
- **Measure #4:** The percentage of households served, indicated by race, ethnicity, and household type, who do not return to homelessness (*One-time*)
- **Measure #5:** Intake demographics of the households served compared to exit demographics by destination (for example, if the program serves 60% of people of color clients, are 60% of FHPAP’s positive housing outcomes going to people of color?) (*Equity*)

MHFA may also add strong recommendations or conditions into a Grantee’s FHPAP Work Plan as a part of the award process which would be outlined in writing below. If no Strong Recommendations or Conditions are listed, no response is required.

Strong Recommendations or Conditions

Response:

Family Homeless Prevention and Assistance Program (FHPAP) Fast Track Work Plan, Round 2

The purpose of the FHPAP Fast Track Work Plan is to describe the budget, outputs, and activities utilizing the total awarded amount of FHPAP Fast Track Grant Proceeds included in the Grant Contract Agreement.

BUDGET AND PROJECTED HOUSEHOLDS
<p>Expectation: The Grantee must describe its budget and proposed households to be served. The budget and proposed households must reflect the Fast Track Grant Proceeds awarded by MHFA.</p>
<p>1. Submit budget spreadsheets for the total FHPAP Fast Track Grant Proceeds budget, Grantee Fast Track budget and subgrantee Fast Track budgets for your awarded Fast Track funding. Each budget must identify the number of households proposed to be served with Fast Track Grant Proceeds.</p>
<p>Additional narrative, if needed:</p>

FAST TRACK FUNDING REQUIREMENTS
<ul style="list-style-type: none"> • As required by clause 2.2 of this Grant Contract Agreement, the Grantee and its subgrantees must comply with all requirements outlined in the Program Guide. These requirements include, but are not limited to, the following: <ul style="list-style-type: none"> ○ The Grantee and its subgrantees must comply with the guidance in Chapter 9 – Fraud, Misuse of Funds, Conflict of Interest, Suspension, and Disclosure and Reporting, as outlined in the Program Guide • As required by clause 2.3 of this Grant Contract Agreement, the Grantee must track the use of Fast Track Grant Proceeds separately from Standard Grant Proceeds. Separate Expenditure and Output reports will be required for Fast Track Grant Proceeds using a template provided by MHFA and following the schedule outlined in Exhibit D. • As required by clause 2.8 of this Grant Contract Agreement, the Grantee and its subgrantees must process eligible payments using Fast Track Grant Proceeds within 30 days from the date of receipt of all required documentation. The Grantee will also track, verify, and document that eligible payments are made within this 30-day timeframe. • As required by clause 5 of this Grant Contract Agreement, the Grantee must use its best efforts to recoup from the payee any duplicate payments or payments that are later deemed ineligible by either the Grantee or MHFA. The Grantee must cooperate with MHFA in any recoupment effort, as requested by MHFA. In the event that recoupment is unsuccessful, MHFA, at its sole discretion, may require repayment by the Grantee to MHFA in the amount of the ineligible payment.

- Prior to September 30, 2024, consistent with the monitoring and evaluation requirements set forth in Section 7.04 of the Program Guide, the Advisory Committee and Grantee, as applicable, must monitor a sample of FHPAP Fast Track client files for each Grantee and subgrantee(s) to help ensure accurate payment information is included and that proper policies and procedures outlined in the Program Guide have been followed.
- The Grantee must make their best effort to spend Fast Track Grant Proceeds by June 30, 2024.

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FHPAP STANDARD BUDGET - ROUND 2

FHPAP Grantee:			Guidance and Additional Information Available Definitions tab Program Guide	
Cost Category	Totals			
Administration (list FTEs in cell C4)	0.00		Rows 2-16	6.01
Staffing	\$ -		6	
Travel	\$ -		7	
All Other Admin Expenses	\$ -		8-16	
Subtotal Administration	\$ -	#DIV/0!	Cannot exceed 15% of total budget	
Supportive Services (list FTEs in cell C9)	0.00		Rows 20-31	6.01 - 6.02
Staffing	\$ -		22	
Travel	\$ -		23	
All Other Service Expenses	\$ -		24-29	
Subtotal Supportive Services	\$ -	#DIV/0!	Cannot exceed 50% of total budget	
Direct Assistance			Rows 33-47	6.01
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$ -		34-38	
Mortgage Payment Assistance	\$ -		39	
Utility Payment Assistance	\$ -		42	
Transportation Expense Assistance	\$ -		43	
Other (Vital documents, clothing assistance, Furniture/household supplies): list:	\$ -		44-46	
Subtotal Direct Assistance	\$ -			
Total Travel	\$ -			
TOTAL BUDGET	\$ -			

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

INSTRUCTIONS FOR COMPLETING THE FHPAP STANDARD BUDGET - ROUND 2 TEMPLATE

Entering Grantee and Subgrantee Information:

Complete the grantee contact information on the "Grantee Information" tab. Note that two grantee contacts are the executive director, tribal chair, the board chair, and the fiscal director.

Enter subgrantee contact information on the "Subgrantee Information" tab. Information should be entered for each subgrantee.

Following the "Subgrantee Information" tab are the TOTAL FHPAP BUDGET, Grantee Budget, and Subgrantee Budget. Rename each subgrantee budget worksheet that is being utilized. To do so, place your mouse on the tab name of the subgrantee. For example, go to the tab currently labelled "Subgrantee #1" and rename it to the name of the subgrantee.

NOTE: If a grantee has more than 15 subgrantees, contact Minnesota Housing for guidance.

Entering Data on the Budgets:

There is only one (1) cell on the TOTAL FHPAP BUDGET in which you can enter information, which is the total budget amount. This cell is locked and information will auto calculate from subsequent budgets.

At the top of each budget, in row 2, list the agency (grantee or subgrantee) name.

*Note that when completing the grantee budget, it **should contain** expenses and outputs that are specific to the grantee.*

Each provider, whether a grantee or a subgrantee, should have a separate budget. Any subgrantee budget should be included in the grantee budget.

Entering Full Time Equivalent (FTE) Staffing:

Enter the total staffing FTE for Administration (cell C4) and for Supportive Services (C9). The FTEs should be entered for the length of the grant term. For example if there is one case manager staff working 40 hours per week Supportive Services would be 1.5 (entered in cell C9).

Entering Projected Expenses:

Each grantee and subgrantee budget should reflect projected expenses broken down by eligible expense categories. In the Administration and Support Services budget, staffing and travel are separate expense line items; all other expenses are included in the Administration and Support Services budget. See the *Instructions and Program Guide for definitions of eligible expenses and activities.*

Entering Projected Outputs:

Below the budget tables are "Households to be Served" output tables.

Enter the total number of projected households to be served for each activity (Coordinated Entry, Street Outreach, etc.).

Enter the total number of projected household numbers by population type/household composition (Single Person, etc.).

Tips on Entering Data

Expenses should be entered as whole numbers, i.e. dollars only. For example, rather than \$100.73, round to \$101.

The total budget amount should equal the total award amount.

contacts are required, in addition to contact information for the HMIS administrator,

prepared for each subgrantee.

Subgrantee Budgets for up to 15 subgrantees.

Budgets are located at the bottom of each worksheet, right click, select "Rename" and enter the name of the subgrantee, e.g. "XYZ Agency"

The Grantee Name (cells B2 and C2) The remaining cells on the TOTAL FHPAP BUDGET are

located on the Grantee tab, and it **should not include** subgrantee budget information.

Budgets not being utilized should be left blank.

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Budgets should reflect the actual FTE of staff dedicated to working in the FHPAP program regardless of whether the staff is working in FHPAP, the second staff is working 10 hours per week in FHPAP, the FTE is

in the category (Administration, Supportive Services and Direct Financial Assistance). Within each category other expenses can be combined. Refer to the definitions tab, RFP

Outreach, Prevention, and Rapid Rehousing).
Couples/Adult, Singles/Youth, Families/Adult, Families/Youth).

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Complete the Grantee Information in the first tab. A min



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imum of two Grantee contacts is required



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FHPAP Expense Categories and Eligible Expenses:

There are 3 categories of expenses which include: **1) Administration** (no more than 15% of the total budget); **2) Supportive Services** (no more than 50% of the total budget); and **3) Direct Assistance**. See below for a list of eligible expenses for each category. More information can also be found in the FHPAP 24-25 Program Guide, Chapter 6.01.

1. Administration

Applicants may utilize up to 15% of the FHPAP grant for administrative expenses directly related to the FHPAP program. Eligible administrative expenses include:

- **Salaries/wages/fringe benefits** of staff responsible for program oversight (HMIS data staff can be included in either administration or supportive services, depending upon who is responsible for data entry)
- **Travel**
- **Supplies, copies, postage**
- **Training**
- **Phone, computer, internet** (cloud storage, data storage, Laserfiche, language line)
- **Office space/utilities**
- **Household stipends**, including transportation assistance for persons with lived experience who are involved in planning, design and evaluation of FHPAP activities
- **Information technology support**
- **Human Resources**
- **Audit, insurance, accounting**
- **Cost to use digital or electronic signatures**

Note: Agencies that utilize cost allocation plans for administrative expenses will be required to provide the work plan that is submitted as part of due diligence. Any expenses must be directly related to the FHPAP program.

2. Supportive Services (refer to the FHPAP 24-25 Program Guide, Chapter 6.01 and 6.02 for more information)

- **Salary, wages, and fringe benefits** of staff working directly with households; this includes management staff who spend part of their time working directly with households (the full-time equivalent [FTE] should be proportional). Time spent conducting supervision may be included but not exceed the proportion funded by FHPAP.
- **Mileage**
- **Supplies, copies, postage** directly related to the program
- **Training**
- **Office space/utilities**. If these expenses are billed to FHPAP, they must be pro-rated and cannot exceed the staffing FTE. An exception to this requirement is if staff are employed at an agency part-time and their time is dedicated to FHPAP (they do not work in another program). In such circumstances, FHPAP may be used to pay for the full cost as long as it is identified in the approved budget.
- **Phone, computer, internet**. If these expenses are billed to FHPAP, they must be prorated and cannot exceed the staffing FTE. An exception to this requirement is if staff are employed at an agency full-time and 100% of their time is dedicated to FHPAP (they do not work in another program). In such circumstances, FHPAP may be used to pay for the full cost as long as it is identified in the approved budget.
- **Homeless Management Information System (HMIS) license**

- **Other staffing expenses** directly related to the program, which must be approved in writing by Minnesota Housing and approved at its sole discretion

Note: Supportive services costs cannot exceed 50% of the total budget unless requested in the application subsequently approved by Minnesota Housing.

3. Direct Financial Assistance

- **Rent payment assistance**, including the following:
 - Unpaid rent owed to a previous landlord is eligible if payment will result in housing attainment
 - Fees (including court fees, fees that are part of the lease)
 - Households receiving ongoing rental assistance, such as Project-based Section 8, may receive rental assistance; however, only the household rent portion is eligible. If the household due to a decrease in income and the household did not contact the landlord/property manager to have their rent portion adjusted, grantee or subgrantee program staff should assist them.
- **Late fees** are eligible if the tenant and landlord agreed upon this in writing; however, it is important to note that late fees cannot exceed the amount outlined in Minnesota Statute Section 504B.17
- **Mortgage payment assistance**, including eligible late fees, which are generally 4 – 5% and vary by lender. The authorized percentage is provided on the homeowner’s Note.
- **Rental deposit assistance**, including up to three times the amount of the monthly household rent portion, if doing so will result in a household with rental barriers obtaining housing
- **Rental application fees**
- **Utility bill payment assistance**, including sanitation deposits for utilities such as gas and electricity and prepayment for propane and water
- **Transportation expense assistance**, e.g., bus tokens, gas cards, cash assistance for car repairs, that result in a household achieving permanent housing
- **Vital document assistance**, such as payment for identification to obtain employment or a social security number to apply for housing
- **Moving assistance** (costs for household to move to new unit without a day of homelessness or to move a household experiencing homelessness into a new unit)
- **Furniture/household supplies** (costs for households moving into a new unit who do not have furniture and household supplies)

Note: Direct financial assistance costs are an eligible expense only if the assistance is needed due to crisis and correlates with a housing stability outcome. This should be well documented in the household’s case file.

Eligible Activities:

1. Coordinated Entry (Program Guide 4.01)

Coordinated Entry is a centralized process to coordinate household intake assessment and provision of an eligible category to carry out necessary FHPAP homeless assessments. A centralized or coordinated system covers the geographic area such as a CoC region or a Tribe/group of Tribes, and, is easily accessible and families seeking housing or services, is well advertised, and includes a comprehensive and standard tool.

2. Street Outreach (Program Guide 4.02)

Street outreach is an activity that is intended to provide emergency services and engagement intended for households who are homeless or at imminent risk of homelessness with available shelter, housing, and supportive services. Street outreach and engagement activities actively reach out to those expected to be at risk of homelessness and include households that would not otherwise be connected to the homeless system.

3. Prevention (Program Guide 4.03)

Prevention is intended to reduce the number of people who become homeless and includes a set of services focused on maintaining permanent housing or divert them from entering the homeless system. Prevention is focused on addressing the immediate housing crisis and can be integrated with other mainstream rental assistance programs to address more long-term needs. FHPAP is designed to prevent homelessness by assisting people at imminent risk of homelessness (or doubled up), and assistance is targeted toward those who will most likely experience homelessness within 30 days if they do not receive assistance.

4. Rapid Rehousing (Program Guide 4.04)

Rapid Rehousing's fundamental goal is to reduce the amount of time people spend homeless and is intended to help households to quickly exit homelessness and return to permanent housing. Rapid rehousing assistance is tailored to the unique needs of the household. In general, Rapid Rehousing can provide short-term (up to 24 months) of rental assistance and services and should be offered with certain preconditions (such as employment, income, absence of a criminal record, or poor credit, sobriety, etc.). FHPAP Rapid Rehousing is more targeted toward households short-term (one to six months of assistance); however, it is possible that assistance can be provided for a longer period (up to 24 months) if assessment or program staff determines the household needs continued

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employment,
aligned with serving
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FHPAP Grantee:

Federal ID #

State Tax ID#

Grantee*

Contact person

Address

City

State

Zip Code

Phone

Email

Grantee*

Contact person

Address

City

State

Zip Code

Phone

Email

* You must have two FHPAP Grantee contacts noted

HMIS

Contact person

Address

City

State

Zip Code

Phone

Email

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Executive Director

Name	
Address	
City	
State	
Zip Code	
Phone	
Email	

Board Chair

Name	
Address	
City	
State	
Zip Code	
Phone	
Email	

Fiscal Director

Name	
Address	
City	
State	
Zip Code	
Phone	
Email	

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Please provide contact information for each subgrantee:

Subgrantee #1	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #4	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #7	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #10	
Contact person	
Address	
City	
State	
Zip Code	
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Subgrantee #13	
Contact person	
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City	
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Zip Code	
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Subgrantee #2	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
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Subgrantee #5	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #8	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
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Subgrantee #11	
Contact person	
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Subgrantee #14	
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Subgrantee #3	
Contact person	
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Subgrantee #6	
Contact person	
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City	
State	
Zip Code	
Phone	
Email	

Subgrantee #9	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #12	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
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Subgrantee #15	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

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FHPAP STANDARD BUDGET - ROUND 2

FHPAP Grantee:		Total		Guidance and Additional	
Cost Category		Total		Definitions tab	Program Guide
Administration		0.00		Rows 2-16	6.01
Staffing	\$	-		6	
Travel	\$	-		7	
All Other Admin Expenses	\$	-		8-16	
Subtotal Administration	\$	-		#DIV/0!	Cannot exceed 15% of tot:
Supportive Services		0.00		Rows 20-31	6.01 - 6.02
Staffing	\$	-		22	
Travel	\$	-		23	
All Other Service Expenses	\$	-		24-29	
Subtotal Supportive Services	\$	-		#DIV/0!	Cannot exceed 50% of tot:
Direct Assistance				Rows 33-47	6.01
Rent Assistance (rent payment, late fees, rental deposit, and ...)	\$	-		34-38, 40,	
Mortgage Payment Assistance	\$	-		41	
Utility Payment Assistance	\$	-		3	
Transportation Expense Assistance	\$	-		4	
Other (Vital documents, Moving assistance, Furniture/household supplies): list:	\$	-		44-	
Subtotal Direct Assistance	\$	-			
Total Travel	\$	-			
TOTAL BUDGET		\$	-		

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

FHPAP Subgrantee:		
		Guidance and Additional Information Available
Cost Category	Totals	Definitions tab Program Guide
Administration (list FTEs in cell C4)	0.00	Rows 2-16 6.01
Staffing	\$ -	6
Travel	\$ -	7
All Other Admin Expenses	\$ -	8-16
Subtotal Administration	\$ -	#DIV/0! Cannot exceed 15% of total budget
Supportive Services (list FTEs in cell C9)	0.00	Rows 20-31 6.01 - 6.02
Staffing	\$ -	22
Travel	\$ -	23
All Other Service Expenses	\$ -	24-29
Subtotal Supportive Services	\$ -	#DIV/0! Cannot exceed 50% of total budget
Direct Assistance		33-17 6.01
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$ -	34-39
Mortgage Payment Assistance	\$ -	41
Utility Payment Assistance	\$ -	39
Transportation Expense Assistance	\$ -	42
Other (Vital documents, moving assistance, Furniture/household supplies) list:	\$ -	43
Subtotal Direct Assistance	\$ -	44-46
Total Travel	\$ -	
TOTAL BUDGET	\$ -	

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

FHPAP STANDARD BUDGET - ROUND 2

FHPAP Subgrantee:		Guidance and Additional Information Available	
Cost Category	Totals	Definitions tab	Program Guide
Administration (list FTEs in cell C4)	0.00	Rows 2-16	6.01
Staffing	\$ -	6	
Travel	\$ -	7	
All Other Admin Expenses	\$ -	8-16	
Subtotal Administration	\$ -	#DIV/0!	Cannot exceed 15% of total
Supportive Services (list FTEs in cell C9)	0.00	Rows 20-31	6.01 - 6.02
Staffing	\$ -	22	
Travel	\$ -	23	
All Other Service Expenses	\$ -	24-29	
Subtotal Supportive Services	\$ -	#DIV/0!	Cannot exceed 50% of total
Direct Assistance		Rows 34-47	6.01
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$ -	34-38, 41	
Mortgage Payment Assistance	\$ -	39	
Utility Payment Assistance	\$ -	40	
Transportation Expenses	\$ -	41	
Other (Vital documents, Moving assistance, Furniture/household supplies): list:	\$ -	44-46	
Subtotal Direct Assistance	\$ -		
Total Travel	\$ -		
TOTAL BUDGET	\$ -		

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity

COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0

RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

FHPAP Subgrantee:		Guidance and Additional Information Available	
Cost Category	Totals	Definitions tab	Program Guide
Administration (list FTEs in cell C4)	0.00	Rows 2-16	6.01
Staffing	\$ -	6	
Travel	\$ -	7	
All Other Admin Expenses	\$ -	8-16	
Subtotal Administration	\$ -	#DIV/0!	Cannot exceed 15% of tot:
Supportive Services (list FTEs in cell C9)	0.00	Rows 20-31	6.01 - 6.02
Staffing	\$ -	22	
Travel	\$ -	23	
All Other Service Expenses	\$ -	24-29	
Subtotal Supportive Services	\$ -	#DIV/0!	Cannot exceed 50% of tot:
Direct Assistance		Rows 34-47	6.01
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$ -	34-36	6.01
Mortgage Payment Assistance	\$ -	37	
Utility Payment Assistance	\$ -	41	
Transportation Expenses	\$ -	43	
Other (Vital documents, Moving assistance, Furniture/household supplies) list:	\$ -	44-46	
Subtotal Direct Assistance	\$ -		
Total Travel	\$ -		
TOTAL BUDGET	\$ -		

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0

RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

FHPAP STANDARD BUDGET - ROUND 2		
FHPAP Subgrantee:		
Cost Category	Totals	
Administration (list FTEs in cell C4)	0.00	
Staffing	\$ -	6
Travel	\$ -	7
All Other Admin Expenses	\$ -	8-16
Subtotal Administration	\$ -	#DIV/0! Cannot exceed 15% of tot:
Supportive Services (list FTEs in cell C9)	0.00	Rows 20-31 6.01 - 6.02
Staffing	\$ -	22
Travel	\$ -	23
All Other Service Expenses	\$ -	24-29
Subtotal Supportive Services	\$ -	#DIV/0! Cannot exceed 50% of tot:
Direct Assistance		Rows 34-47 6.01
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$ -	34-36, 40, 41
Mortgage Payment Assistance	\$ -	37
Utility Payment Assistance	\$ -	38
Transportation Expenses	\$ -	39
Other (Vital documents, Moving assistance, Furniture/household supplies): list:	\$ -	44-46
Subtotal Direct Assistance	\$ -	
Total Travel	\$ -	
TOTAL BUDGET	\$ -	

Guidance and Additional Information Available	
Definitions tab	Program Guide

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

FHPAP Subgrantee:		Guidance and Additional Information Available	
Cost Category	Totals	Definitions tab	Program Guide
Administration (list FTEs in cell C4)	0.00	Rows 2-16	6.01
Staffing	\$ -	6	
Travel	\$ -	7	
All Other Admin Expenses	\$ -	8-16	
Subtotal Administration	\$ -	#DIV/0!	Cannot exceed 15% of tot
Supportive Services (list FTEs in cell C9)	0.00	Rows 20-31	6.01 - 6.02
Staffing	\$ -	22	
Travel	\$ -	23	
All Other Service Expenses	\$ -	24-29	
Subtotal Supportive Services	\$ -	#DIV/0!	Cannot exceed 50% of tot
Direct Assistance		Rows 31-47	6.01
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$ -	41	
Mortgage Payment Assistance	\$ -	39	
Utility Payment Assistance	\$ -	42	
Transportation Expense Assistance	\$ -	43	
Other (Vital documents, moving assistance, Furniture/household supplies): list:	\$ -	44-46	
Subtotal Direct Assistance	\$ -		
Total Travel	\$ -		
TOTAL BUDGET	\$ -		

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0

RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

FHPAP Subgrantee:		Guidance and Additional Information Available	
Cost Category	Totals	Definitions tab	Program Guide
Administration (list FTEs in cell C4)	0.00	Rows 2-16	6.01
Staffing	\$ -	6	
Travel	\$ -	7	
All Other Admin Expenses	\$ -	8-16	
Subtotal Administration	\$ -	#DIV/0!	Cannot exceed 15% of tot
Supportive Services (list FTEs in cell C9)	0.00	Rows 20-31	6.01 - 6.02
Staffing	\$ -	22	
Travel	\$ -	23	
All Other Service Expenses	\$ -	24-29	
Subtotal Supportive Services	\$ -	#DIV/0!	Cannot exceed 50% of tot
Direct Assistance		Rows 33-47	6.01
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$ -	34-38	6.01
Mortgage Payment Assistance	\$ -	39	
Utility Payment Assistance	\$ -	40	
Transportation Expense Assistance	\$ -	41	
Other (Vital documents assistance, Furniture/household supplies): list:	\$ -	44-46	
Subtotal Direct Assistance	\$ -		
Total Travel	\$ -		
TOTAL BUDGET	\$ -		

HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

FHPAP Subgrantee:		Guidance and Additional Information	
Cost Category	Totals	Definitions tab	Program Guide
Administration (list FTEs in cell C4)	0.00	Rows 2-16	6.01
Staffing	\$ -	6	
Travel	\$ -	7	
All Other Admin Expenses	\$ -	8-16	
Subtotal Administration	\$ -	#DIV/0!	Cannot exceed 15% of total
Supportive Services (list FTEs in cell C9)	0.00	Rows 20-31	6.01 - 6.02
Staffing	\$ -	22	
Travel	\$ -	23	
All Other Service Expenses	\$ -	24-29	
Subtotal Supportive Services	\$ -	#DIV/0!	Cannot exceed 50% of total
Direct Assistance		Rows 33-47	6.01
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$ -	34-38	6.01
Mortgage Payment Assistance	\$ -	39	
Utility Payment Assistance	\$ -	40	
Transportation Expense Assistance	\$ -	41	
Other (Vital documents assistance, Furniture/household supplies): list:	\$ -	44-46	
Subtotal Direct Assistance	\$ -		
Total Travel	\$ -		
TOTAL BUDGET	\$ -		

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
STREET OUTREACH	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

FHPAP Subgrantee:		Guidance and Additional Information	
Cost Category	Totals	Definitions tab	Program Guide
Administration (list FTEs in cell C4)	0.00	Rows 2-16	6.01
Staffing	\$ -	6	
Travel	\$ -	7	
All Other Admin Expenses	\$ -	8-16	
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Supportive Services (list FTEs in cell C9)	0.00	Rows 20-31	6.01 - 6.02
Staffing	\$ -	22	
Travel	\$ -	23	
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Subtotal Supportive Services	\$ -	#DIV/0!	Cannot exceed 50% of total
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Subtotal Direct Assistance	\$ -		
Total Travel	\$ -		
TOTAL BUDGET	\$ -		

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
STREET OUTREACH	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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Total Travel	\$ -		
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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity

COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
STREET OUTREACH	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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Total Travel	\$ -		
TOTAL BUDGET	\$ -		

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COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
STREET OUTREACH	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

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Subtotal Direct Assistance	\$ -		
Total Travel	\$ -		
TOTAL BUDGET	\$ -		

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STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
STREET OUTREACH	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

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Subtotal Direct Assistance	\$ -		
Total Travel	\$ -		
TOTAL BUDGET	\$ -		

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STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
STREET OUTREACH	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

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Cost Category	Totals	Definitions tab	Program Guide
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Travel	\$ -	23	
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Subtotal Direct Assistance	\$ -		
Total Travel	\$ -		
TOTAL BUDGET	\$ -		

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
STREET OUTREACH	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

FHPAP Subgrantee:		Guidance and Additional Information	
Cost Category	Totals	Definitions tab	Program Guide
Administration (list FTEs in cell C4)	0.00	Rows 2-16	6.01
Staffing	\$ -	6	
Travel	\$ -	7	
All Other Admin Expenses	\$ -	8-16	
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Supportive Services (list FTEs in cell C9)	0.00	Rows 20-31	6.01 - 6.02
Staffing	\$ -	22	
Travel	\$ -	23	
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Subtotal Supportive Services	\$ -	#DIV/0!	Cannot exceed 50% of total
Direct Assistance		Rows 33-47	6.01
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Other (Vital documents assistance, Furniture/household supplies): list:	\$ -	44-46	
Subtotal Direct Assistance	\$ -		
Total Travel	\$ -		
TOTAL BUDGET	\$ -		

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
STREET OUTREACH	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP STANDARD BUDGET - ROUND 2

FHPAP Subgrantee:				Guidance and Additional Information	
Cost Category		Totals		Definitions tab	Program Guide
Administration (list FTEs in cell C4)		0.00		Rows 2-16	6.01
Staffing	\$	-		6	
Travel	\$	-		7	
All Other Admin Expenses	\$	-		8-16	
Subtotal Administration	\$	-	#DIV/0!	Cannot exceed 15% of total	
Supportive Services (list FTEs in cell C9)		0.00		Rows 20-31	6.01 - 6.02
Staffing	\$	-		22	
Travel	\$	-		23	
All Other Service Expenses	\$	-		24-29	
Subtotal Supportive Services	\$	-	#DIV/0!	Cannot exceed 50% of total	
Direct Assistance				Rows 33-47	6.01
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$	-		34-38	6.01
Mortgage Payment Assistance	\$	-		39	
Utility Payment Assistance	\$	-		40	
Transportation Expense Assistance	\$	-		41	
Other (Vital documents assistance, Furniture/household supplies): list:	\$	-		44-46	
Subtotal Direct Assistance	\$	-			
Total Travel	\$	-			
TOTAL BUDGET		\$	-		

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
STREET OUTREACH	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

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FHPAP FAST TRACK BUDGET - ROUND 2

FHPAP Grantee:			Guidance and Additional Information Available		
Cost Category	Totals		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Definitions tab</td> <td style="width: 50%; text-align: center;">Program Guide</td> </tr> </table>	Definitions tab	Program Guide
Definitions tab	Program Guide				
Administration (list FTEs in cell C4)	0.00		Rows 2-16 6.01		
Staffing	\$ -		6		
Travel	\$ -		7		
All Other Admin Expenses	\$ -		8-16		
Subtotal Administration	\$ -	#DIV/0!	Cannot exceed 15% of total budget		
Supportive Services (list FTEs in cell C9)	0.00		Rows 20-31 6.01 - 6.02		
Staffing	\$ -		22		
Travel	\$ -		23		
All Other Service Expenses	\$ -		24-29		
Subtotal Supportive Services	\$ -	#DIV/0!	Cannot exceed 50% of total budget		
Direct Assistance			Rows 33-47 6.01		
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$ -		34-38, 40, 41		
Mortgage Payment Assistance	\$ -		39		
Utility Payment Assistance	\$ -		42		
Transportation Expense Assistance	\$ -		43		
Other (Vital documents, Moving assistance, Furniture/household supplies): list:	\$ -		44-46		
Subtotal Direct Assistance	\$ -				
Total Travel	\$ -				
TOTAL BUDGET	\$ -				

HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

INSTRUCTIONS FOR COMPLETING THE FHPAP FAST TRACK BUDGET TEMPLATE

Entering Grantee and Subgrantee Information:

Complete the grantee contact information on the "Grantee Information" tab. Note that two grantee contacts are the executive director, tribal chair, the board chair, and the fiscal director.

Enter subgrantee contact information on the "Subgrantee Information" tab. Information should be entered for each subgrantee.

Following the "Subgrantee Information" tab are the TOTAL FHPAP BUDGET, Grantee Budget, and Subgrantee Budget worksheets. Rename each subgrantee budget worksheet that is being utilized. To do so, place your mouse on the tab name of the subgrantee. For example, go to the tab currently labelled "Subgrantee #1" and rename it to the name of the subgrantee.

NOTE: If a grantee has more than 10 subgrantees, contact Minnesota Housing for guidance.

Entering Data on the Budgets:

There is only one (1) cell on the TOTAL FHPAP BUDGET in which you can enter information, which is the total budget. This cell is locked and information will auto calculate from subsequent budgets.

At the top of each budget, in row 2, list the agency (grantee or subgrantee) name.

*Note that when completing the grantee budget, it **should contain** expenses and outputs that are specific to the grantee.*

Each provider, whether a grantee or a subgrantee, should have a separate budget. Any subgrantee budget should be a separate worksheet.

Entering Full Time Equivalent (FTE) Staff:

Enter the total staffing FTEs for Administration in cell C4 and for Supportive Services in C9. The FTEs should be entered for the length of the grant term. For example if there is one case management staff working 40 hours per week for 1.5 years, Supportive Services would be 1.5 (entered in cell C9).

Entering Projected Expenses:

Each grantee and subgrantee budget should reflect projected expenses broken down by eligible expense categories. In the Administration and Support Services budget, staffing and travel are separate expense line items; all other expenses are included in the Administration and Support Services budget. See the *Instructions and Program Guide for definitions of eligible expenses and activities.*

Entering Projected Outputs:

Below the budget tables are "Households to be Served" output tables.

Enter the total number of projected households to be served for each activity (Coordinated Entry, Street Outreach, etc.).

Enter the total number of projected household numbers by population type/household composition (Single Person, etc.).

Tips on Entering Data

Expenses should be entered as whole numbers, i.e. dollars only. For example, rather than \$100.73, round to \$101.

The total budget amount should equal the total award amount.

contacts are required, in addition to contact information for the HMIS administrator,

prepared for each subgrantee.

Subgrantee Budgets for up to 10 subgrantees.

Subgrantee Budgets are located at the bottom of each worksheet, right click, select "Rename" and enter the name of the subgrantee, e.g. "XYZ Agency"

Subgrantee Name (cells B2 and C2) The remaining cells on the TOTAL FHPAP BUDGET are

dedicated to the Grantee, and it **should not include** subgrantee budget information.

Budgets not being utilized should be left blank.

FTE should reflect the actual FTE of staff dedicated to working in the FHPAP program, regardless of the number of staff in FHPAP, the the second staff is working 20 hours per week in FHPAP, the FTE in

each category (Administration, Supportive Services and Direct Financial Assistance). Within each category other expenses in each category can be combined. *Refer to the definitions tab, RFP*

Outreach, Prevention, and Rapid Rehousing).
(Singles/Adult, Singles/Youth, Families/Adult, Families/Youth).

and to \$101.00.

the



Complete the Grantee Information in the first tab. A min



imum of two Grantee contacts is required



FHPAP Expense Categories and Eligible Expenses:

There are 3 categories of expenses which include: **1) Administration** (no more than 15% of the total budget); **2) Supportive Services** (no more than 50% of the total budget); and **3) Direct Assistance**. See below for a list of eligible expenses for each category. More information can also be found in the FHPAP 24-25 Program Guide, Chapter 6.01.

1. Administration

Applicants may utilize up to 15% of the FHPAP grant for administrative expenses directly related to the FHPAP program. Eligible administrative expenses include:

- **Salaries/wages/fringe benefits** of staff responsible for program oversight (HMIS data staff can be included in either administration or supportive services, depending upon who is responsible for data entry)
- **Travel**
- **Supplies, copies, postage**
- **Training**
- **Phone, computer, internet** (cloud storage, data storage, Laserfiche, language line)
- **Office space/utilities**
- **Household stipends**, including transportation assistance for persons with lived experience who are involved in planning, design and evaluation of FHPAP activities
- **Information technology support**
- **Human Resources**
- **Audit, insurance, accounting**
- **Cost to use digital or electronic signatures**

Note: Agencies that utilize cost allocation plans for administrative expenses will be required to provide the work plan that is submitted as part of due diligence. Any expenses must be directly related to the FHPAP program.

2. Supportive Services (refer to the FHPAP 24-25 Program Guide, Chapter 6.01 and 6.02 for more information)

- **Salary, wages, and fringe benefits** of staff working directly with households; this includes management staff who spend part of their time working directly with households (the full-time equivalent [FTE] should be proportional). Time spent conducting supervision may be included but not exceed the proportion funded by FHPAP.
- **Mileage**
- **Supplies, copies, postage** directly related to the program
- **Training**
- **Office space/utilities**. If these expenses are billed to FHPAP, they must be pro-rated and cannot exceed the staffing FTE. An exception to this requirement is if staff are employed at an agency part-time and their time is dedicated to FHPAP (they do not work in another program). In such circumstances, FHPAP may be used to pay for the full cost as long as it is identified in the approved budget.
- **Phone, computer, internet**. If these expenses are billed to FHPAP, they must be prorated and cannot exceed the staffing FTE. An exception to this requirement is if staff are employed at an agency full-time and 100% of their time is dedicated to FHPAP (they do not work in another program). In such circumstances, FHPAP may be used to pay for the full cost as long as it is identified in the approved budget.
- **Homeless Management Information System (HMIS) license**

- **Other staffing expenses** directly related to the program, which must be approved in writing by Minnesota Housing and approved at its sole discretion

Note: Supportive services costs cannot exceed 50% of the total budget unless requested in the application subsequently approved by Minnesota Housing.

3. Direct Financial Assistance

- **Rent payment assistance**, including the following:
 - Unpaid rent owed to a previous landlord is eligible if payment will result in housing attainment
 - Fees (including court fees, fees that are part of the lease)
 - Households receiving ongoing rental assistance, such as Project-based Section 8, may receive rental assistance; however, only the household rent portion is eligible. If the household is due to a decrease in income and the household did not contact the landlord/property manager to have their rent portion adjusted, grantee or subgrantee program staff should assist them.
- **Late fees** are eligible if the tenant and landlord agreed upon this in writing; however, it is important to note that late fees cannot exceed the amount outlined in Minnesota Statute Section 504B.17
- **Mortgage payment assistance**, including eligible late fees, which are generally 4 – 5% and vary by lender. The authorized percentage is provided on the homeowner's Note.
- **Rental deposit assistance**, including up to three times the amount of the monthly household rent portion, if doing so will result in a household with rental barriers obtaining housing
- **Rental application fees**
- **Utility bill payment assistance**, including sanitation, deposits for utilities such as gas and electricity and prepayments for propane and wood
- **Transportation expense assistance**, e.g., bus tokens, gas cards, cash assistance for car repairs, which result in a household achieving permanent housing
- **Vital documents** such as payment for an identification to obtain employment or a social security card to apply for housing
- **Moving assistance** (costs for household to move to new unit without a day of homelessness or to move a household experiencing homelessness into a new unit)
- **Furniture/household supplies** (costs for households moving into a new unit who do not have furniture or household supplies)

Note: Direct financial assistance costs are an eligible expense only if the assistance is needed due to crisis and correlates with a housing stability outcome. This should be well documented in the household's case file.

Eligible Activities:

1. Coordinated Entry (Program Guide 4.01)

Coordinated Entry is a centralized process to coordinate household intake assessment and provision of an eligible category to carry out necessary FHPAP homeless assessments. A centralized or coordinated system covers the geographic area such as a CoC region or a Tribe/group of Tribes, and, is easily accessible and families seeking housing or services, is well advertised, and includes a comprehensive and standard tool.

2. Street Outreach (Program Guide 4.02)

Street outreach is an activity that is intended to provide emergency services and engagement intended for households who are homeless or at imminent risk of homelessness with available shelter, housing, and supportive services. Street outreach and engagement activities actively reach out to those expected to be at risk of homelessness and include households that would not otherwise be connected to the homeless system.

3. Prevention (Program Guide 4.03)

Prevention is intended to reduce the number of people who become homeless and includes a set of services focused on maintaining permanent housing or divert them from entering the homeless system. Services are focused on addressing the immediate housing crisis and can be integrated with other mainstream services to address more long-term needs. FHPAP is designed to prevent homelessness by assisting people at imminent risk of homelessness (or doubled up), and assistance is targeted toward those who will most likely experience homelessness within 30 days if they do not receive assistance.

4. Rapid Rehousing (Program Guide 4.04)

Rapid Rehousing's fundamental goal is to reduce the amount of time people spend homeless and is intended to help households to quickly exit homelessness and return to permanent housing. Rapid rehousing assistance is tailored to the unique needs of the household. In general, Rapid Rehousing can provide short-term (one to six months) of rental assistance and services and should be offered without preconditions (such as employment, income, absence of a criminal record or poor credit, sobriety, etc.). FHPAP Rapid Rehousing is more targeted toward households short-term (one to six months of assistance); however, it is possible that assistance can be provided for a longer period (up to 24 months) if assessment or program staff determines the household needs continued assistance.

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employment,
aligned with serving
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FHPAP Grantee:

Federal ID #	
State Tax ID#	

Grantee*	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Grantee*	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

* You must have two FHPAP Grantee contacts noted

HMIS	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Executive Director

Name	
Address	
City	
State	
Zip Code	
Phone	
Email	

Board Chair

Name	
Address	
City	
State	
Zip Code	
Phone	
Email	

Fiscal Director

Name	
Address	
City	
State	
Zip Code	
Phone	
Email	

Please provide contact information for each subgrantee:

Subgrantee #1	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #4	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #7	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #10	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #13	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #2	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #5	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #8	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #11	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #14	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	



Subgrantee #3	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #6	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #9	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #12	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

Subgrantee #15	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

FHPAP FAST TRACK BUDGET - ROUND 2

FHPAP Grantee:		Total		Guidance and Additional	
Cost Category	Total			Definitions tab	Program Guide
Administration	0.00			Rows 2-16	6.01
Staffing	\$ -			6	
Travel	\$ -			7	
All Other Admin Expenses	\$ -			8-16	
Subtotal Administration	\$ -	#DIV/0!		Cannot exceed 15% of tot:	
Supportive Services	0.00			Rows 20-31	6.01 - 6.02
Staffing	\$ -			22	
Travel	\$ -			23	
All Other Service Expenses	\$ -			24-29	
Subtotal Supportive Services	\$ -	#DIV/0!		Cannot exceed 50% of tot:	
Direct Assistance				Rows 33-47	6.01
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$ -			34-38, 40, 41	
Mortgage Payment Assistance	\$ -			39	
Utility Payment Assistance	\$ -			42	
Transportation Expense Assistance	\$ -			43	
Other (Vital documents, Moving assistance, Furniture/household supplies): list:	\$ -			44-46	
Subtotal Direct Assistance	\$ -				
Total Travel	\$ -				
TOTAL BUDGET	\$ -				

HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

FHPAP FAST TRACK BUDGET - ROUND 2

FHPAP Subgrantee:	
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Guidance and Additional Information Available	
Definitions tab	Program Guide

Cost Category	Totals
Administration (list FTEs in cell C4)	0.00
Staffing	\$ -
Travel	\$ -
All Other Admin Expenses	\$ -
Subtotal Administration	\$ -
Supportive Services (list FTEs in cell C9)	0.00
Staffing	\$ -
Travel	\$ -
All Other Service Expenses	\$ -
Subtotal Supportive Services	\$ -
Direct Assistance	
Rent Assistance (rent payment, late fees, rental deposit, application fees)	\$ -
Mortgage Payment Assistance	\$ -
Utility Payment Assistance	\$ -
Transportation Expense Assistance	\$ -
Other (Vital documents, Moving assistance, Furniture/household supplies) list:	\$ -
Subtotal Direct Assistance	\$ -
Total Travel	\$ -
TOTAL BUDGET	\$ -

	Rows 2-16	6.01	
	6		
	7		
	8-16		
			Cannot exceed 15% of total budget
	22		
	23		
	24-29		
			Cannot exceed 50% of total budget
	34-38, 40,		
	41		
	39		
	42		
	43		
	44-46		

HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity	
COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
TOTAL	0

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity

COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0

RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
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STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0

RAPID REHOUSING	0
TOTAL	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
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FHPAP FAST TRACK BUDGET - ROUND 2

FHPAP FAST TRACK BUDGET - ROUND 2				
FHPAP Subgrantee:				
Cost Category	Totals	Guidance and Additional Information Available		
Administration (list FTEs in cell C4)	0.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Definitions tab</td> <td style="text-align: center;">Program Guide</td> </tr> </table>	Definitions tab	Program Guide
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STREET OUTREACH	0
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RAPID REHOUSING	0
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RAPID REHOUSING	0
STREET OUTREACH	0

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	0	0	0	0

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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity

COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
STREET OUTREACH	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

FHPAP FAST TRACK BUDGET - ROUND 2

FHPAP Subgrantee:		Guidance and Additional Information	
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HOUSEHOLDS TO BE SERVED (OUTPUT)/Activity

COORDINATED ENTRY	0
STREET OUTREACH	0
PREVENTION (Includes Doubled Up)	0
RAPID REHOUSING	0
STREET OUTREACH	0

HOUSEHOLDS TO BE SERVED (OUTPUT)/Population Type	Singles		Families	
	Adult	Youth	Adult	Youth
	0	0	0	0

Board of Commissioners

Request for Board Action

Item Number: 2024-191

Meeting Date: 6/4/2024

Sponsor: Property Management

Title

Agreement with Meisinger Construction Company, Inc. for Medical Examiner's Office Backup Generator Replacement Project

Recommendation

1. Approve the selection of and agreement with Meisinger Construction Company, Inc., 121 Bridgepoint Way, South Saint Paul, MN 55075, for the Medical Examiner's Office Backup Generator Replacement project, for the period of June 4, 2024 through June 3, 2025, in the not-to-exceed amount of \$308,000.
2. Authorize the Chair and Chief Clerk to execute the agreement.
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 is replacing the aging and undersized generator at the Medical Examiner's Office to provide backup power for the whole facility. The replacement generator has been sized, and the distribution system has been updated, to accommodate a higher generator voltage. Due to the limited space in the mechanical yard at the facility, some existing power equipment also needs to be re-arranged as part of the project.

On April 3, 2024, in accordance with county procurement policies and procedures, a competitive solicitation for the project was issued. Below is the competitive solicitation summary:

- Request for Bids Title: Medical Examiner Backup Generator Replacement
- Request for Bids Release Date: April 3, 2024
- Request for Bids Response Due Date: May 2, 2024
- Number of Contractors Notified: 2221
- Number of Request for Bids Responses Received: 2
- Contractor Recommended: Meisinger Construction Company, Inc.

Ramsey County Property Management recommends Meisinger Construction Company, Inc. for the project award.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

The racial equity impact of this project is not fully known. The project will include workforce inclusion goals of 32% minority and 20% women, as well as a goal of utilizing 32% certified small businesses (SBEs) found in the Central Certification (CERT) Program directory recognized by the county as the acceptable source for SBE subcontractors and suppliers in conformance with the county's approved policy on workforce inclusion and contracting goals.

Community Participation Level and Impact

There is no community participation associated with this action.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for the Agreement with Meisinger Construction Company, Inc., in an amount of \$308,000, is available in the 2024 Medical Examiner Emergency Backup Generator Capital Improvement Program budget.

Last Previous Action

None.

Attachments

1. Agreement with Meisinger Construction Company

RAMSEY COUNTY PROCUREMENT CONTRACT

Property Management

PROPERTY MANAGEMENT
 SUITE 2200
 121 SEVENTH PLACE EAST
 ST. PAUL MN 55101
 USA

Supplier 0000104743
 MEISINGER CONSTRUCTION INC.
 121 BRIDGEPOINT WAY
 SOUTH ST. PAUL MN 55075
 USA

Open

Dispatch via Print

Contract ID CC003206		Page 1 of 1	
Contract Dates 06/04/2024 to 06/03/2025	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: MEDICAL EXAMINER GENERATOR		Contract Maximum 308,000.00	

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Supplier Item	Item Desc	UOM	Minimum Order		Maximum / Open	
				Qty	Amt	Qty	Amt
1		EMERGENCY BACK-UP GENERATOR REPLACEMENT	EA	1.00	0.00	0.00	0.00

PROVIDE ALL SUPPLIES, EQUIPMENT, MATERIALS AND LABOR REQUIRED FOR THE MEDICAL EXAMINER BACKUP GENERATOR REPLACEMENT PROJECT IN ACCORDANCE WITH THE SOLICITATION RFB-PRMG31045-0-2024/KB RELEASED 4/03/2024 (WHICH INCORPORATES THE PROJECT SPECIFICATIONS AND BID DRAWINGS) AND ALL ADDENDA, AND CONTRACTOR SOLICITATION RESPONSE DATED 05/02/2024. THE AWARD IS FOR \$308,000.00 WHICH INCLUDES THE BASE BID PLUS ALTERNATE #2.

CONTRACTOR CONTACT: NICK MEISINGER
 CONTRACTOR PHONE#: 651-452-4778
 CONTRACTOR E-MAIL: NICK@MEISINGERCONSTRUCTION.COM

COUNTY CONTACT: JAMES HOMOLKA
 COUNTY PHONE#: 651-266-2793
 COUNTY E-MAIL: JAMES.HOMOLKA@CO.RAMSEY.MN.US

REQ# PRMG31045

The Ramsey County General Contract/Agreement Terms and Conditions is attached hereto and incorporated by reference. This Ramsey County Procurement Contract, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties.

All shipments, shipping papers, invoices and correspondence must be identified with our Contract ID Number. Price increases will not be honored. Errors: In case of error in calculating or typing, the quoted unit price will be used as basis for correction of this order. Freight: Unless otherwise specified herein, prices are F.O.B. destination, with freight prepaid and included. Tax: Unless otherwise specified herein, prices are inclusive of applicable taxes.

Unauthorized



1. Contracting for Equity

1.1. 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.

1.2. 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."

1.3. Equal Employment Opportunity and Civil Rights

1.3.1.

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.

1.3.2.

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

1.3.3.

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:

1.3.3.1.

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

1.3.3.2.

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

1.3.3.3.

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.

1.4. Utilization of Certified Vendors

The county has adopted the Principles for Inclusiveness in Contracting Program ("IICP") in order to increase the participation of small businesses ("SBEs") in the county's purchasing activities. The contracting inclusion goal for this Project is: 32%.

1.5. Diverse Workforce Initiative

The county has a goal of continuing to increase participation of qualified minorities and women in each county construction project. The county has established a goal of 20% women and 32% minority goal for site workforce utilization for the project.

1.6. Workforce and Contracting Inclusion Reporting

1.6.1. Contracting Inclusion

Contractors shall complete and submit Attachment B -- Contracting Inclusion Reporting Forms with monthly applications for payment or as otherwise directed by the county project manager.

The report shall specify the project and contract number and include:

Ownership: Including but not limited to CERT small business enterprises (SBEs), minority owned enterprises (SMBEs), women owned enterprises (SWBEs), minority women owned enterprises (SWMBEs) and veteran enterprises (SVBEs).

- a. All certifications of the prime contractor.
- b. Name of sub-contractor and all certifications of each sub-contractor along with amounts paid to each sub-contractor to date.

1.6.2. Workforce Inclusion

Contractor (and all appropriate subcontractors) shall utilize County's LCP Tracker software system for submission of completed certified payroll reports and the LCP Tracker workforce inclusion 'Goal Report' with monthly applications for payment or as otherwise directed by the county project manager. County shall provide LCP Tracker training to Contractor if requested.

1.7. 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.

2. General Contract/Agreement Terms and Conditions

2.1.

The Contract resulting from this solicitation shall contain the following terms and conditions stated in this Section 3.

2.2. Definitions

AGREEMENT

The entire and integrated written document between the Owner and the Contractor concerning the Work. The Agreement contains all Contract Documents, as defined below, and supersedes prior representations, and agreements, whether written or oral, and sets forth the parties

obligations, including but not limited to, the performance of the Work, the furnishing of labor and materials, and all other requirements in the Contract Documents.

AGGREGATE

Natural materials such as sand, gravel, crushed rock, or taconite tailings, and crushed concrete or salvaged bituminous mixtures, usually with a specified particle size, for use in base course construction, paving mixtures, and other specified applications.

BID

The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER

The individual or entity who submits a Bid to Owner.

CALENDAR DAY

Every day shown on the calendar, being 24 hours in length measured from midnight to the next midnight.

CONTRACTOR

The selected Bidder, an individual, firm, or corporation, contracting for and undertaking the completion of the prescribed Work; acting directly or through a duly authorized representative.

CONTRACT DOCUMENTS

Includes the Request for Bids (RFB), addenda, contractor bid, response forms, bonds, general terms and conditions, specifications, supplemental specifications, special provisions, plans, detail plans, Notice to Proceed, supplemental plans, change orders, supplemental agreements, field orders and shop plans.

CONTRACT PRICE

The total monetary amount to be paid to the Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement, including any approved Change Orders that have increased or decreased the original total monetary amount to be paid the Contractor.

CONTRACT TIME

The Substantial Completion date or number of calendar days allowed for substantial completion of the Work, including approved time extensions.

DETOUR

A road or system of roads, usually existing, designated as a temporary route by the Owner's Representative or Contractor to divert through traffic from a section of roadway being improved.

EASEMENT

A right acquired to use or control property for a designated purpose.

FIELD ORDER

A written order effecting change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Owner's Representative to the Contractor during construction.

GUARANTEED ANALYSIS

A guarantee from a manufacturer, producer or supplier of a product that the product complies with the ingredients or specifications as indicated on the product label.

HOLIDAYS

The days of each year set aside by legal authority for public commemoration of special events, and on which no public business shall be transacted except as specifically provided in cases of necessity. Unless otherwise noted, holidays shall be as established in Min. Stat. Section 645.44.

INDUSTRY STANDARD

An acknowledged and acceptable measure of quantitative or qualitative value or an established procedure to be followed for a given operation within the given industry. This will generally be in the form of a written code, standard or specification by a creditable association.

MATERIALS

Any substances specified for use in the construction of the Project and its appurtenances.

PAY, BID OR CONTRACT ITEM

A specifically described unit of work for which a price is provided for in the Agreement.

NOTICE TO PROCEED

A written notice given to the Contractor by the Owner or Owner's Representative to proceed with the Work including, stating when applicable the date of the beginning of the Contract Time and the days until Substantial Completion is required or stating the date upon which Substantial Completion is to be achieved.

OWNER

The Owner of the Project is Ramsey County, and the term "Owner" shall mean the County.

OWNERS REPRESENTATIVE

An architect, designer, engineer, construction manager, or other person designated by the Owner to act on the Owner's behalf.

PLAN(S)

The plans, profiles, typical cross sections, and supplemental plans that show the locations, character, dimensions, and details of the work to be completed.

PROJECT

The Work to be performed under the Contract Documents.

PUNCH LIST

A notification to the contractor, in writing, of any particulars in which an inspection revealed that the Work is defective or incomplete.

SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIFICATIONS

All directions, provisions, and requirements defining the materials and performance of the Work.

SUBCONTRACTOR

The subcontractor is an individual, firm or corporation acting for or on behalf of the Contractor in performing any part of the Work. The subcontractor has a direct contract with the Contractor or another subcontractor and not the Owner.

SUBSTANTIAL COMPLETION

That date as certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Agreement, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLEMENTAL AGREEMENT

A written agreement between the Owner and the Contractor, covering the performance of extra work or other alterations or adjustments to the Work or any of the Contract Documents as provided for within the general scope of the Agreement, but which extra work or Change Order constitutes a modification of the Agreement as originally executed and approved.

SUPPLIERS

Any person, supplier or organization who supplies materials or equipment for the Work, including those fabricated to a special design, but who does not perform labor at the Project site.

WORK

The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of the duties and obligations of the Contractor under the Contract Documents.

2.3. Order of Governance

2.3.1.

The Contract Documents comprise the entire agreement between the County and the Contractor and supersede prior representations, understandings or agreements, whether written or oral. The Contract Documents shall be construed in accordance with Minnesota law and shall be deemed to incorporate Laws and Regulations whether in force before or after submission of Bids, with which the Contractor is required to comply. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment, whether or not specifically called for, that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be furnished and performed by the Contractor without change in the Contract Price or Contract Time.

2.3.2.

To resolve conflicts between various portions of the Contract Documents that may arise, priority and order of precedence shall be given to the Contract Documents as follows:

1. Change Order,
2. Field Order,
3. Other Supplemental Agreement,
4. Supplemental Specification,
5. Supplemental Plan,
6. Project Manual,
7. Specifications,
8. Plans,
9. General Contract/Agreement Terms and Conditions,
10. Ramsey County Procurement Contract
11. Addenda to the RFB,
12. Request for Bids (RFB)

2.3.3.

If discrepancies exist between dimensions in the Contract documents, the following order of precedence applies:

1. Plan dimensions,
2. Calculated dimensions,
3. Scaled dimensions.

The Owner and the Contractor shall inform each other as to any discrepancy or defect they discover in the Contract Documents. Neither the Contractor nor the Owner shall take advantage of any discrepancy or defect in the Contract Documents. The Owner will review the identified discrepancy or defect to determine if a revision to the Contract Documents is necessary. The Owner will decide all issues concerning a discrepancy or defect.

2.4. Payment

2.4.1.

If this is a lump sum contract for supplies, equipment, materials and labor, or construction, invoices shall include any applicable State or Federal sales, excise or other tax. Do not itemize tax separately.

2.4.2.

If this is a contract for supplies, equipment or materials purchased for a golf course or solid waste hauling and recycling, the contractor shall itemize any applicable State or Federal sales, excise or other tax separately on the invoice.

2.4.3.

Each invoice must include a progress report on achievement of project SBE and Workforce goals. No payment will be made until the invoice and progress report have been approved by the County.

2.4.4.

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

2.5. Application for Payments

2.5.1.

The Contractor shall submit an invoice as mutually agreed upon by Contractor and the County.

2.5.2.

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

2.5.3. Surety Deposit Requirement for Non-Minnesota Construction Contractors

For **any one contract** where the anticipated contract value of the construction portion of the contract exceeds \$50,000, the department must withhold 8 percent from payments and send the money to the Minnesota Department of Revenue. The department will hold the funds as surety for the payment of state taxes owed as a result of the contract. For more information about this law, including exceptions to the withholding requirement, visit the [MN Department of Revenue](#) or [Withholding Tax Fact Sheet 12 -- Surety Deposits for Non-Minnesota Construction Contractors](#).

2.5.4.

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. Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

2.5.5.

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.

2.5.6.

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

2.5.7.

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.

2.5.8.

The Contractor shall pay the applicable prevailing wage rates at the time, during which, the work is being performed. Statement of Compliance for Ramsey County Contractors and Ramsey County Prevailing Wage Biweekly Payroll Report shall be completed and submitted per Ramsey County Prevailing Wage Ordinance No. 2013-329. See also Section 3.42.

2.5.9.

Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

2.5.10.

The County and the Contractor must comply with Minn. Stat. § 15.72, Progress Payments on Public Contracts; Retainage. The County will reserve and release retainage in accordance with Minn. Stat. § 15.72, subd. 2. The County will reserve retainage of five percent from each progress payment on a public improvement contract. Consistent with Minn. Stat. §15.72, the Contractor shall pay all remaining retainage to its subcontractors no later than ten days after receiving payment of retainage from the County, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the Contractor must pay out retainage to any subcontractor whose work is not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

2.5.11.

When any of the above grounds for which payment is being withheld is removed, payment shall be made for the amount withheld.

2.5.12.

At the time of Project close out, the Contractor shall submit the following listed items and the final payment and the remaining retained percentage shall become due until the Contractor submits to the Owner each of the following:

1. Contractor IC-134;
2. Subcontractor(s) IC-134;
3. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied (the form of affidavit for use by the Contractor and all Subcontractors will be provided by the Owner to the Contractor prior to Project close-out);
4. Consent of surety, if any, to final payment;
5. Submission of two copies of operation and maintenance manuals with provided warranty documentation for products;
6. Two copies of as-built plans identifying modifications to original plans;
7. If required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising from the Agreement, to the extent and in such form as may be designated by the Owner;
8. Temporary Certificate of Occupancy, if applicable;
9. Final Certificate of Occupancy;
10. Substantial completion on Certificate (signed by the Architect/Engineer and the Contractor);
11. Completed punch list signed by the Contractor;
12. Storm water NPDES Notice of Termination (if applicable);
13. All Prevailing Wage Reports through the completion of the Work;
14. Final SBE report;
15. Final Diverse workforce report;
16. Copies of Project records and evidence that all required operation and maintenance training has been completed and all required training manuals, videos and similar or related documents. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Before final payment is made, the Contractor shall also make a satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of state income tax from wages paid to the Contractor's employees for Work performed under the Agreement. Receipt by the Owner of a certificate of compliance from the Commissioner of Revenue will satisfy this requirement.

The Contractor has been advised that before the certificate can be issued Contractor must first place on file with the Commissioner of Revenue, an affidavit stating that Contractor has complied with the provisions of Minn. Stat. § 290.92. Unless the Contractor has presented an affidavit to the Owner's Representative showing that all claims against Contractor by reason of the Agreement have either been paid or satisfactorily secured, final payment may be withheld or a sufficient amount may be retained there from to cover the unpaid and potential claims.

2.6. Payment for Uncorrected Work

If the Owner directs the Contractor not to correct Work that has been damaged or that has not been performed in accordance with the Contract Documents, an equitable deduction from the Contract Price shall be made by means of a change order to compensate the Owner for the uncorrected Work.

2.7. Payment for Rejected Work and Materials

The removal of Work and Materials rejected and the re-execution of acceptable Work by the Contractor shall be at the expense of the Contractor, and they shall pay the cost of replacing the Work of other contractors destroyed or damaged by the removal of the rejected Work or Materials and the subsequent replacement of acceptable Work.

2.8. Payment for Extra Work

Written notice of claims for payments for extra Work ("Extra Work") shall be given by the Contractor within three (3) days after receipt of a Field Order from the Owner's Representative to proceed with the Extra Work and the written notice shall be made before any Extra Work is commenced by the Contractor, except in emergency situations endangering life or property. No claim for payment for the Extra Work shall be valid unless the written claim is made in the manner required by this Section. The Contractor shall submit to the Owner itemized estimate sheets showing all labor and material and items of cost of the Extra Work. If the Owner approves proceeding, a Change Order for the Extra Work shall be issued specifying an extension of the Contract Time, if any, and one of the following methods of payments: unit prices or combinations of unit prices which formed the basis of the original Contract; a lump sum based on the Contractor's estimate, approved by the Owner's Representative and accepted by the Owner; or actual cost plus overhead and profit for force account work.

2.9. Payment for Samples, Testing of Materials, and Compaction Testing

2.9.1.

Unless stated otherwise in the Contract Documents, testing of samples and Materials furnished shall be arranged and paid for by the Owner, unless the tests fail, in which case they shall be paid for by the Contractor. Compaction testing will be conducted and paid for by the Owner, unless the tests fail, in which case the Contractor shall pay for them.

2.9.2.

The Contractor shall submit samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and the actual component as delivered and installed. The Contractor shall transmit samples that contain multiple, related components such as accessories together in one submittal package. The Contractor shall maintain sets of approved samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set. The Contractor shall submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available. The Contractor shall submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The Owner's Representative shall return the submittal with options selected.

2.10. Release of Liens

If required by the Owner, the Contractor shall submit other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens arising from the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may

furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

2.11. Materials Furnished by the Contractor

2.11.1.

All Materials used in the Work shall be new unless otherwise provided for in the Contract Documents, shall meet the requirements of the specification be in conformance with samples provided, and shall not be incorporated into the Work until reviewed by the Owner's Representative.

2.11.2.

Unless otherwise specifically indicated in the Contract Documents, all Materials necessary for the proper execution of the work shall be furnished and paid for by the Contractor, whether temporary or not and whether incorporated into the Work or not.

2.11.3.

Manufactured articles, Materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditions as specified by the manufacturer.

2.11.4.

Materials, supplied or equipment to be incorporated into the Work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.11.5.

The Owner may at its option pay for Materials that are purchased and stored offsite by the Contractor prior to their incorporation into the work.

2.12. Materials Furnished by Owner

Materials specifically indicated shall be furnished by the Owner. Before incorporating any of the Materials into the Work, the Contractor shall inspect the Materials so furnished by the Owner. If the Contractor discovers any latent defects in Material furnished by the Owner, they shall notify the Owner's Representative.

2.13. Storage of Materials

Materials shall be so stored by the Contractor as to insure the preservation of their quality and fitness for the Work. Stored Materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee thereof.

2.14. 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.

2.15. Successors, Subcontracting and Assignment

2.15.1.

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.

2.15.2.

After award, the Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the Owner and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Subcontractors.

2.15.3.

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

2.15.4.

If while completing the Project, additional Subcontractors are required, the Contractor shall notify the Owner in writing of the Subcontractor's name, contact information and the specific Work to be performed prior to the start of the work to be completed by the Subcontractor.

2.15.5.

The Contractor is responsible to the Owner for the acts and omissions of Contractor's Subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of Contractor's employees.

2.15.6.

The Contract Documents shall not be construed as creating any contractual relations between the Owner or the Owner's Representative and any Subcontractor.

2.15.7.

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to the Subcontractor's Work.

2.15.8.

For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Owner or Owner's Representative an arbitrator to establish limits to the contracts between the Contractor and Subcontractors.

2.15.9.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

2.16. Compliance With Legal Requirements

2.16.1.

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

2.16.2.

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 Work.

2.16.3.

If the Contractor observes that the specifications or drawings are at variance with any laws, ordinances, rules and regulations applicable to the Work, the Contractor shall give the Owner's Representative prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without prior written notice to Owner's Representative and the Owner's Representatives approval to proceed, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the Specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

2.16.4.

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and Materials or equipment to be incorporated therein, whether in storage on or off the site and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.16.5.

The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify the Owner of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts either of them may liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.16.6.

The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to Owner and Contractor that the Work is acceptable.

2.16.7.

The Contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

The Contractor shall at all times keep the chief of police, the fire chief, the city, county, state, and the Owner's Representative, informed of current traffic detours and patterns. If, at any time, the Contractor fails to adequately maintain any of the traffic control devices, the Owner's Representative may order the Contractor to install the devices, or have the County install, replace or maintain the devices and deduct the costs thereof from any monies due the Contractor. No direct compensation will be made for any flagmen required on the project under this Agreement. All necessary signing and barricading for lane closures and street closing shall be done in conformance with the "Minnesota Manual on Uniform Traffic Control Devices" and shall be the responsibility of the Contractor.

2.16.8.

In emergencies affecting the safety of persons or the Work or property at the site of the project or adjacent thereto, the Contractor, without special instruction or authorizations from the Owner's Representative or the Owner, shall act to prevent threatened damage, injury or loss. The Contractor shall give the Owner's Representative prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall there upon be issued covering the changes and deviations involved.

2.17. Permitting

Except for permits or fees specifically identified in the Contract Documents as responsibility of the Owner to pay, the Contractor shall secure and pay for necessary permits, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures and for permanent changes in existing facilities. The Owner does not have information about nor is it in control of possible requirements which may be deemed necessary by permitting authorities in order for the Contractor to perform the Work. The Contractor shall plan and coordinate Work approach details with permitting officials to achieve any condition deemed necessary by the permitting authority. Additions to or changes in the Contractor's anticipated approach to the Work as the result of requirements specified by the permit authority are incidental and will not result in added cost to the Owner.

2.18. Data Practices

2.18.1.

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.

2.18.2.

The Contractor designates Nicholas C Meisinger 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.

2.18.3.

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.

2.19. Security

2.19.1.

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.

2.19.2.

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.

2.19.3.

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.

2.19.4.

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.

2.19.5.

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

2.20. 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.

2.21. Contractor's Insurance

2.21.1.

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.

2.21.2.

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.

2.21.3.

Commercial general liability of no less than \$1,000,000 per claim, \$5,000,000 per occurrence, \$5,000,000 general aggregate, \$5,000,000 products/completed operations total limit, \$5,000,000 personal injury and advertising liability.

2.21.3.1.

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.

2.21.4. 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.

2.21.5.

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.

2.21.6.

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.

2.21.7.

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

2.21.8.

Whenever work at issue under Contract involve potential pollution risk to the environment or losses caused by pollution conditions, including asbestos, that may arise from the operations of the Contractor or Contractor's subcontractors, Contractor shall include completed operations coverage for 3 years after substantial completion. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemical, liquids, or gases, natural gas, waste materials, or other irritants, contaminants or pollutants, including asbestos.

2.21.9.

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.

2.21.10. Railroad Protective

Where the contract requires work to be performed within 50 feet of the right-of-way of a railroad, the Contractor shall provide such insurance as the railroad company may require. The cost for such insurance shall be included in the construction budget as an allowance and itemized separately without any mark up.

2.21.11.

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.

2.21.12.

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-.

2.21.13.

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.

2.21.14.

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.

2.21.15. Property Insurance

2.21.15.1.

The County shall purchase and maintain, in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance upon the Work to the fullest insurable value thereof on a replacement cost basis, subject to a deductible of \$100,000. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the property required by this Section 2) to be insured, whichever is earlier. This insurance shall include interests of the County, the Contractor, and their respective contractors and subcontractors in the Work. The Contractor shall be responsible for the deductible under this policy, and all other costs not covered by property insurance up to the date of Substantial Completion, and all such costs shall be considered as a Cost of the Work.

2.21.15.2.

Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, rigging & hoisting, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses of the Contractor's Architect and other professionals required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

2.21.15.3.

Unless otherwise provided, the County shall purchase and maintain such boiler and machinery insurance required by this Agreement or by law, which shall specifically cover such insured objects during installation and until final acceptance by the County. This insurance shall include interests of the County, the Contractor, the Contractor's contractors and subcontractors in the Work, and the Contractor's Architect and other design professionals. The County and the Contractor shall be named insureds.

2.21.15.4.

A loss insured under the County's property insurance shall be adjusted by the County as fiduciary and made payable to the County as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable

mortgagee clause and of Section 2.6). The Contractor shall pay contractors their shares of insurance proceeds received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require contractors to make payment to their subcontractors in similar manner.

2.21.15.5.

Before an exposure to loss may occur, the County shall file with the Contractor a copy of a Certificate of Insurance for each policy that includes insurance coverages required by this Section 2). Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) business days' prior written notice has been given to the Contractor.

2.21.15.6.

The County as trustee shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing, within five (5) business days after such notification of the County's intent to exercise this power; if such objection be made, the parties shall enter into dispute resolution under procedures provided in this Agreement. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

2.21.15.7.

Partial occupancy or use prior to Substantial Completion shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The County and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall not, without mutual written consent, take any action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of coverage.

2.21.16. Waiver of Subrogation

The Contractor waives all rights against the County and the Architect and other design professionals, contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property or builders risk insurance applicable to the Work, except to such rights as they may have to proceeds of such insurance held by the Trustee. The Owner or Contractor as appropriate, shall require from contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of the parties enumerated in this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

2.21.17.

The County shall be responsible for purchasing and maintaining the County's usual liability insurance and/or self-insurance program.

2.21.18.

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

2.22. Omission of Express Reference

Any Work that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, Materials, or equipment described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

2.23. Notice to Proceed

The date of commencement of the Work is the date set forth in the Notice to Proceed. If there is no Notice to Proceed, commencement shall be the effective date of the Agreement or such other date as may be established in the Agreement as the date the Work shall commence. Thereupon, the Contractor shall begin and shall prosecute the Work regularly and without interruption, unless otherwise directed in writing by the Owner, with such manpower and equipment as is necessary to complete the Work within the time stated in the Contract Documents.

2.24. Pre-Construction Conference

2.24.1.

Prior to the start of the Work, there will be a pre-construction conference arranged by the Owner's Representative. Representatives of effected government agencies, the Owner, the Contractor (including the project superintendent), the Contractor's Subcontractors, and utility companies shall be present at this meeting.

2.24.2.

At this meeting, the Contractor shall designate a competent Project superintendent. The Contractor shall also submit a list of phone numbers for the various Subcontractors, foremen and superintendents, including numbers to use in case of emergency.

2.24.3.

Also at this meeting, the Contractor shall submit in writing to the Owner's Representative for approval, a schedule of procedure indicating the order in which the Contractor proposes to perform the various stages of the Work, the dates on which the Contractor will start the several salient features thereof (including procurement of Materials and equipment), and the contemplated dates for completing the same. This schedule shall be in the form of a bar chart of a suitable scale to indicate appropriately the percentage of Work scheduled and completed at weekly intervals. The Contractor shall not deviate from the schedule after once approved without the written permission of the Owner's Representative. The Contractor shall also submit a schedule of payments that the Contractor anticipates it will earn during the course of the Work, based on the schedule.

2.25. 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.

2.26. 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:

James Homolka, Property Management, 121 7th Place East, Suite 2200, Saint Paul, MN 55101

Contractor:

Nicholas C Meisinger, Meisinger Construction, 121 Bridgepoint Way, South St Paul, MN 55075

2.27. 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.

2.28. 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.

2.29. 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.

2.30. 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.

2.31. 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.

2.32. 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.

2.33. Termination by the County

2.33.1.

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.

2.33.2.

The County may terminate this Agreement if the Contractor violates any material term or condition of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. In the event that the County exercises its right of termination under this Paragraph, it shall submit written notice to the Contractor and its surety, if any, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Contractor to cure the default within ten (10) business days of receipt of the notice of default. Upon termination, the Contractor shall take all actions necessary to discontinue further commitments of funds, and the County shall take possession of the site and of all materials and finish the construction by whatever method the County may deem expedient.

2.33.3.

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 accordance with this Agreement up to and including the effective date of termination.

2.33.4.

This Agreement may be terminated by the County upon immediate written notice to the Contractor in the event that the Project is abandoned. If such termination occurs, the County shall pay the Contractor for services completed and for proven loss sustained upon materials, equipment, tools, construction equipment and machinery.

2.33.5.

Any termination by the County shall be without prejudice to the rights of the County to pursue other remedies against the Contractor.

2.34. Interpretation of Agreement; Venue

2.34.1.

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.

2.34.2.

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.

2.35. Protection of Persons and Property

2.35.1.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, County employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.

2.35.2.

Unless otherwise directed by the County's Authorized Representative, the Contractor shall promptly remedy damage or loss to property caused in whole or in part by the Contractor, its employees, officers, or subcontractor(s), or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

2.36. Warranty

2.36.1.

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.

2.36.2.

The Contractor shall expressly warrant and guarantee the workmanship, equipment and materials furnished to be in compliance with the terms of the Contract Documents. The warranty shall extend for a one (1) year period from and after the date of Substantial Completion. If any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor shall correct the said condition promptly after receipt of written notice from the Owner. This includes the repairs of any damage to other parts of the property or Project resulting from such defects. Prior to commencement of the corrective Work, the Contractor shall provide insurance certificate policies, so as to protect the Owner, its Owner's Representative and their agents during the performance of the warranty Work. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the Work is finally accepted by the Owner.

2.36.3.

The acceptance of any of the Work, or any part of it, shall not act to waive the liability on the part of the Contractor and the Contractor's surety.

2.36.4.

In the event that the Contractor should fail to make the repairs, adjustments or other Work that may be made necessary by defects in any of the Work, the Owner may do so and charge the Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the warranty/guaranty period. The Contractor's performance and payment bond delivered to the Owner pursuant to the Contract shall cover the Contractor's obligations provided for herein.

2.36.5.

Specific products used in the construction of the Work may include warranties specific to them and of a longer term than one (1) year. The Contractor shall provide written verification from the manufacturer of the product stating what the warranty covers and the time frame in which the warranty expires.

2.37. Infringement

2.37.1.

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.

2.37.2.

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.

2.38. Title - Risk of Loss

2.38.1.

Title to goods and/or all associated documentation shall pass to the County upon payment by the County for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

2.38.2.

The County shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to the County as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of the County or its employees.

2.39. Submittals

No portion of the work requiring submission of a shop drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the County.

2.40. Clean Up

The Contractor shall at all times keep County premises free from accumulation of waste materials or rubbish caused by its operations.

2.41. Prevailing Wage (Construction and Labor)

2.41.1.

Contractors and all subcontractors of the Contractor shall conform to the labor laws of the State of Minnesota, [Ramsey County Prevailing Wage Ordinance No. 2013-329](#), and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which unions do not have jurisdiction.

The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

2.41.2.

Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage Rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost or anticipated Services contract value of over \$25,000.

2.41.3.

Throughout the term of this Agreement, the Contractor shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of the Contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by the County, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages.

2.41.4.

For the purposes of this section, prevailing wage rates and basic hourly rates in the same or more similar trade or occupation in the area, and prevailing hours of labor, shall be as contained in the Certified Prevailing Wages for *Commercial Construction* or the Certified Prevailing Wages for *Highway and Heavy Construction* established by the State of Minnesota, Department of Labor and Industry, as set forth in Attachment A. Prevailing wage rates shall mean the Total Rate, consisting of Basic Hourly Rates plus Fringe Benefits. State of Minnesota Prevailing Wage Rates, current as of the date of the project's bid release, shall apply for the entire term of the Agreement.

2.41.5.

The Contractor shall post the applicable prevailing wage rates, hourly basic rates, and prevailing hours of labor, at a conspicuous location accessible by workers at the location of the Work. The Contractor shall physically include the requirements of the article and the schedules set forth in Attachment A in applicable agreements and contracts with Subcontractors, agents, or other persons doing or contracting to do all or any part of the Work under the Agreement. Incorporation of prevailing wage rates by reference in such agreements and contracts is not acceptable.

2.41.6.

In the event of any violation of the requirement that the Contractor or Subcontractor pay not less than 1-1/2 times the basic hourly rate to each laborer or mechanic employed directly on the job site when such employee is permitted or required to work in excess of the prevailing hours of labor, the Contractor or Subcontractor shall be liable for the unpaid wages.

2.42. 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.

2.43. Project Labor Agreement

The County has determined that a Project Labor Agreement will not be required for this project.

2.44. 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.

2.45. Performance and Payment Bonds

2.45.1.

The Contractor shall furnish a Performance and Payment bond, both meeting the following conditions:

2.45.1.1.

Issued by a bonding company licensed to do business in Minnesota.

2.45.1.2.

On the current list of Companies Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

2.45.1.3.

All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

2.45.1.4.

Duly executed, notarized and updated Acknowledgment of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

2.45.1.5.

Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

2.45.1.6.

Checks are not accepted in lieu of a Bond.

2.45.2.

The bonds shall each be in the amount of 100% of the Contract Price. The term "contract", as used herein, shall include the original agreement plus all subsequent change

orders and/or amendments. The Contract Price to which the principal is bound shall be the amount as reflected by the terms of the contract.

2.45.3.

The bonds shall cover the faithful performance of the Contract and the payments of all obligations arising thereunder. No work shall begin until the County has received the proper bonds specified under this clause.

2.45.4.

Bonds shall indemnify the County for any loss sustained by the County on account of or by reason of the acts of the Contractor or the acts of anyone else directly or indirectly employed by the Contractor in the performance of the Work for the Project.

2.46. Schedule Progress

The Owner shall, at its discretion, hold bi-weekly meetings to monitor progress and coordinate activities at the location of the Work. The Contractor and its Subcontractors shall attend these meetings, provide any required documentation of progress and anticipated construction scheduling as required by the Owner. These meetings will be held at a time and location determined by the Owner.

If, in the opinion of the County, the Contractor falls behind the progress schedule, or if it appears that the Contractor will not achieve Substantial Completion in accordance with the agreed upon schedule, the Contractor shall take any and all steps necessary to improve the progress to assure Substantial Completion in accordance with the schedule, at no additional cost to the County.

The County may require the Contractor to submit for approval and at no additional cost to the County, such supplementary progress schedules as may be deemed necessary to demonstrate the manner in which the approved progress schedule or date of Substantial Completion will be regained.

Failure of the Contractor to comply with the requirements of this subparagraph shall be grounds for determination that the Contractor is not performing the Work with such diligence as will ensure completion within the time specified in the Agreement between the County and the Contractor. Upon such determination, the County may terminate the Contractor's right to proceed with the Work, or any separable part thereof, in accordance with other applicable provisions of the Contract or may obtain the services required to bring the Work into compliance with the schedule at the Contractor's cost.

2.47. Changes in Work

Changes in the Work may be accomplished after execution of the contract by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in the Contract Documents. A change in the Work that affects the Contract Price or schedule may be made only by Change Order.

A Change Order shall be based upon agreement between the County and the Contractor; a Construction Change Directive may be issued by the County without the agreement of the Contractor; an order for a minor change in the Work may be issued by the Contractor.

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

Change Orders

A Change Order is a written instrument prepared by the Contractor and signed by the County and the Contractor stating their agreement upon all of the following:

- a change in the Work;
- the amount of the adjustment, if any, in the Contract Price; and
- the extent of the adjustment, if any, in the Project Schedule.

No work consistent with the changes in the Change Order shall commence until the Change Order has been reduced to writing and signed by both parties.

Construction Change Directives

A Construction Change Directive is a written order prepared and signed by the County, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price, schedule, or both.

2.48. Minor Changes in the Work

The Contractor shall have authority to make minor changes in the Construction Documents and construction consistent with the intent of the Contract Documents when such minor changes do not involve adjustment in the Contract Price or extension of the Project schedule. The Contractor shall promptly inform the County, in writing, of minor changes in the Construction Documents and construction.

2.49. Oral Agreements

Verbal orders and suggestions as to the performance of the work may be given from time to time by the Owner's Representative, or by other representatives of the municipality, county, state or other government or regulatory agency through the Owner's Representative. When in the opinion of the Contractor, such verbal orders or suggestions entitles the Contractor to a change in Contract Price or Contract Time or both, the Contractor must request a Change Order from the Owner. No verbal order or suggestion of any representative or employee of the municipality, county, state or other governmental or regulatory agency, or of any other person, shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, material or other items pertaining to such work, or for damages or any other expenses incurred because of the Contractor's compliance therewith. The Contract Price and Contract Time may only be changed by Change Order.

2.50. Maintenance of Record Drawings at Site and Shop Drawings

The Contractor shall maintain at the Project site for the County one record copy of the drawings, specifications, product data, samples, shop drawings, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be delivered to the County upon completion of construction as a record of the Work as constructed prior to final payment.

2.51. Final Inspection

2.51.1.

Upon written notice from the Contractor that the Project is completed, the Owner's Representative together with the Owner, and other appropriate parties, will make a preliminary inspection with the Contractor present. Upon completion of this preliminary inspection, the Owner's Representative will notify the Contractor, in writing, of any particulars in which this inspection reveals that the work is defective or incomplete. This list shall be referred to as a "Punch List".

2.51.2.

Upon receiving the Punch List from the Owner's Representative, the Contractor shall immediately undertake the actions required to remedy defects and complete the Project to satisfaction of the Owner and the Owner's Representative.

2.51.3.

When the Contractor has corrected or completed the items as listed in the Owner's Representative's written notice, the Contractor shall inform the Owner's Representative, in writing, that the required Work has been completed. Upon receipt of this notice, the Owner's Representative, in the presence of the Contractor, Owner, and other appropriate parties shall make their final inspection of the Work.

2.51.4.

If the Owner's Representative finds all Work satisfactory at the time of this second inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the Contract Documents. If the Owner's Representative still finds dissatisfaction with the same Work, the Owner's Representative shall inform the Contractor of the deficiencies and will deny the Contractor's request for final payment, until such time as the Contractor has satisfactorily completed the required Work. The cost of the third or subsequent inspections shall be borne by the Contractor.

2.52. Final Payment

After the final inspection and acceptance by the Owner of all Work under the Contract, the Contractor shall prepare an application for final payment and submit it to the County for approval. The total amount of final payment due the Contractor under this Agreement shall consist of the total Contract Price as adjusted in accordance with approved Change Orders, less all previous payments to the Contractor and subject to withholding of any amount due the County as liquidated damages, as provided in Section xxx below, or as otherwise due under the Contract Documents or applicable law. The Application for final payment shall be accompanied by the following:

1. final lien releases and claim waivers (in a form acceptable to the County) by the Contractor and all persons performing Work and supplying material or services to the Contractor;
2. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County might in any way be responsible, have been paid or otherwise satisfied;
3. consent of surety, if any, to final payment;
4. two copies of Operation & Maintenance Manuals with provided warranty documentation for products and two copies of as-built plans identifying modifications to original plans;
5. if required by the County, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the County;
6. the Certificate of Project Completion form (provided by the County);
7. a copy of the completed State of Minnesota Form IC-134, signed by the State Commissioner of Taxation, for the Contractor and its subcontractors; and

8. a complete report describing efforts and outcomes of those efforts towards achievement of Project SBE and labor utilization goals; and sustainability goals, if applicable.

2.53. Liquidated Damages

All time limits stated in these Contract Documents are of the essence of the Agreement. The County and the Contractor recognize that time is of the essence with regard to completion of the Work, and that the County will suffer financial loss, and other loss if the Work is not substantially completed or completed by the respective time specified in the approved project schedule, plus any extensions thereof allowed in accordance with the provisions of the Agreement. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as penalty), Contractor shall be assessed the sum of **xxxx** dollars (**\$xxxx**) for each working day that expires after the time specified for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time specified in the approved project schedule, plus any extensions thereof allowed in accordance with the provisions of the Agreement, the Contractor shall be assessed the sum of **xxx** dollars (**\$xxx**) for each working day that expires after Substantial Completion and readiness for Final Payment until the Work is completed and ready for Final Payment. Both parties agree that the specified amount is a reasonable approximation of the damages that would be suffered by the County, which damages are difficult precisely to calculate. Assessed liquidated damages will be withheld from progress payments. If the assessed liquidated damages exceed the amount of unpaid progress payments, the Contractor shall pay the remainder upon receipt of an invoice from the County.

2.54. Warning Signs and Barricades

The Contractor shall at all times so conduct their Work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper governmental authority. The Contractor shall warn effected motorists, pedestrians or residents of any construction practices or situations which could be dangerous, cause personal injuries or property damage. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed. The Owner's Representative reserves the right to require immediate backfilling of any street area which the Owner's Representative deems it required for safe traffic circulation within or adjacent to the Work.

2.55. Crossing Utilities

2.55.1.

Where the prosecution of the Work results in the crossing of highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public or private entities, the Contractor shall secure written permission from the proper authority to cross said highway, railroad, street or utility before further prosecuting the Work. A copy of the written document granting permission shall be filed with the Owner and Owner's Representative before any work is done. The Contractor shall be required to obtain a written release from the applicable authority upon completion of the Work. A copy of this written release shall be filed with the Owner and Owner's Representative before final acceptance of the work is granted.

2.55.2.

The Contractor shall protect that which is to remain and shall conduct all installation operations in a manner that will not damage or jeopardize the surrounding plant life designated to remain. Equipment operating around existing trees shall use extreme caution to prevent damage to roots, trunks, and branches. The Contractor shall verify the location and elevation of existing utilities in the area of work. Any damage to utilities, trees or other existing-to-remain items shall be repaired at the Contractor's expense.

2.56. Sanitary Provisions

The Contractor shall provide and maintain such sanitary facilities for the use of Contractor's employees and its Subcontractors as may be necessary to comply with the laws, rules or regulations of the federal, state, and local governments, or agencies or departments thereof.

2.57. Preservation of Historical Objects

2.57.1.

Where historical objects of potential architectural, archeological or paleontological nature are discovered within the areas on which the Contractor's operations are in progress, the Contractor shall restrict or suspend their operations in the immediate area of the discovery as may be necessary to preserve the discovered objects until the Owner has made arrangements for their disposition or has recorded the desired data relative thereto.

2.57.2.

The Contractor shall immediately notify the Owner of any historical objects discovered as the Work is being performed, and shall aid in the preservation and salvage program decided upon, as may be requested or ordered by the Owner. Work requiring a change to the Contract Price shall not be performed without the written authorization of the Owner.

2.57.3.

The Owner shall have the right to restrict or suspend the Contractor's operations in the immediate area where historical objects are discovered for a period not to exceed 72 hours, without claim being made by the Contractor for any damages they might suffer as a result thereof.

2.58. Lands by Owner

The Owner shall provide access to the lands shown on the drawings upon which the Work is to be performed. The Owner shall also provide or obtain the right-of-way for access to the land. Any delay by the Owner in furnishing access to the land shall be deemed proper cause for consideration of adjustment in the time of completion, but not in the Contract Price.

2.59. Land by Contractor

Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of Materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine its apparatus, storage of Materials, and operation of its workers to those areas described in the drawings and specifications; and such additional areas that may be provided at the contractor's expense. The Contractor shall notify the Owner's Representative in writing of those lands provided at the contractor's expense. The Contractor shall not disturb any areas outside of the construction limits including wetlands, woodlands and previously restored work areas.

2.60. Private Property

The Contractor shall not enter upon private property for any purpose without obtaining permission from the owner, and shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every

precaution necessary to prevent damage or injury thereto. The Contractor shall protect carefully from disturbance or damage all monuments and property marks until the Owner's Representative has witnessed or otherwise referenced their location and shall not remove them until directed.

2.61. Shop Drawings

2.61.1.

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Owner's Representative shall promptly review all shop drawings. The Owner's Representative's review of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The discovery of any Shop Drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order or corrected and resubmitted by the Contractor, at the Owner's Representative's discretion.

2.61.2.

When submitting for the Owner's Representative's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Document.

2.61.3.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been reviewed by the Owner's Representative. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Owner's Representative.

2.61.4.

Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Dimensions.
- b. Identification of products.
- c. Fabrication and installation Plans.
- d. Roughing-in and setting diagrams.
- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
- f. Shop work manufacturing instructions.
- g. Templates and patterns.
- h. Schedules.
- i. Notation of coordination requirements.
- j. Notation of dimensions established by field measurement.

- k. Seal and signature of professional engineer if specified.
- l. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2.61.5.

Submit opaque (bond) and electronic copies of each submittal. The Owner's Representative will return one copy.

2.62. Substitutions After Award of Agreement

Whenever a Material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this reference is for the purpose of defining the performance or other salient requirements and that other products of equivalent capacities, quality and function shall be considered. The Contractor may recommend the substitution of a Material, article, or piece of equipment of equivalent substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Owner's Representative, such Material, article, or piece of equipment is of equivalent substance and function to that specified, the Owner's Representative may approve its substitution and use by the Contractor. Where applicable the Owner's Representative will only approve substitutions after the Contractor has received approval from the municipality, county, state or other regulatory agencies with jurisdiction. The Owner's Representative will not lobby for the approval of the substituted Material. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time. Requests for review of substitute items will not be accepted by the Owner's Representative from anyone other than the Contractor. The Contractor shall reimburse the Owner for the charges incurred by the Owner's Representative to evaluate each proposed substitution.

2.63. Submittals

2.63.1.

No portion of the Work requiring submission of a Shop Drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the Owner.

2.63.2.

The Contractor shall furnish one copy of complete product data for every manufactured item of equipment and all components to be used to perform the Work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type. This data shall be compiled by the Contractor and reviewed by the Owner's Representative before any of the equipment is ordered. All data shall be indexed according to specification section and paragraph for easy reference. After review, this data shall become a part of the Contract, and may not be deviated from except upon the written approval of the Owner's Representative.

2.63.3.

Product data for equipment reviewed by the Owner's Representative does not in any case supersede the Contract Documents. The review of the Owner's Representative shall not relieve the Contractor from responsibility for deviations from drawings or specifications

unless the Contractor has in writing called the Owner's Representative's attention to such deviations at the time of furnishing said data. Nor shall such review relieve the Contractor from responsibility for errors of any sort in the items furnished. The Contractor shall check the work described by the product data with the Contract.

2.63.4.

It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. The Contractor shall take necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

2.63.5.

Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment so as to allow for proper operation and to be in harmony with the intent of the drawings and specifications, and to make all changes in the Work required by the different arrangement of connections.

2.64. Intent of Plans and Specifications

The intent of the Plans and Specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution and completion of the Work unless specifically noted otherwise. The Plans and Specifications are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. The Contractor shall do all the Work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the Project in an acceptable manner, and to fully complete the Work, ready for use, occupancy and operation by the Owner.

2.65. Discrepancies

Any ambiguity or discrepancy drawings and Specifications, no matter how seemingly insignificant to the Contractor, shall be brought immediately to the attention of the Owner's Representative for clarification. The Owner's Representative shall promptly correct such ambiguity or discrepancy in writing. If the Contractor fails to bring any ambiguity or discrepancy in writing of which it was or should have been aware, the Contractor shall assume the risk of loss because of, and shall be allowed no claim for the misinterpretation of, the drawings and Specifications contrary to the intended interpretation of the Owner's Representative. Work done by the Contractor after the Contractor's discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

2.66. Additional Instructions and Detail Drawings

The Contractor may be furnished additional instructions and detail drawings by the Owner's Representative, as necessary, to carry out the Work required by the Contract Documents. The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional drawings and instructions.

Item Number: 2024-192

Meeting Date: 6/4/2024

Sponsor: Veterans Services

Title

Amendment to the Joint Powers Agreement with the Minnesota Department of Veteran Affairs for the Homelessness Mission - Functional Zero Project

Recommendation

1. Approve an amendment to the Joint Powers Agreement with the Minnesota Department of Veteran Affairs, 435 Wabasha Street North #120, Saint Paul, MN 55102, for the Homelessness Mission - Functional Zero Project for the period of November 1, 2022 through June 30, 2025, in the not-to-exceed amount of \$300,000 in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.

Background and Rationale

Minnesota aims to be one of four states in the nation to end veteran homelessness by reaching a statewide goal of Functional Zero for Homeless Veterans. Functional Zero is a milestone that demonstrates success when fewer people are experiencing homelessness than are routinely exiting homelessness at any given time. The Minnesota Department of Veterans Affairs understands that Minnesota's two most populous areas, Hennepin and Ramsey Counties, will require significant effort and resources to achieve the state of Minnesota's Functional Zero goal.

Funding from this agreement supports one intermittent Full Time Equivalent (FTE) position in Ramsey County. Currently, the position and funding are included in Housing Stability complement and budget but are being transferred to Veterans Services. This position collaborates with internal and external partners to identify veterans in the county and connect them to the Homeless Veteran Registry, which helps veterans get connected to specific housing and services. As part of their duties, the staff member attends the weekly Functional Zero collaboration meetings that includes representation from Minnesota Department of Veteran Affairs and Ramsey County Veterans Services department. The amendment to this agreement is to extend the time of the agreement through June 30, 2025 and add \$100,000 for the time period July 1, 2024 through June 30, 2025.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Currently, there are 50 homeless veterans in Ramsey County. Of that total, 10 identify as chronic or long-term homeless. In addition, 28 of the 50 are eligible for Veteran Affairs services.

Community Participation Level and Impact

The Functional Zero collaborative meets weekly and is made up of many community representatives including Minnesota Department of Veterans Affairs, Minnesota Assistance Council for Veterans, Veterans Affairs, Ramsey County Housing Stability and Veterans Services departments, and various street outreach staff.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The \$100,000 from the Minnesota Department of Veterans Affairs covers compensation for the intermittent position, expenses and administrative costs associated with the Functional Zero project. The intermittent position and grant funding will be transferred from Housing Stability to Veterans Services. This transfer will result in a decrease for Housing Stability and an increase for Veterans Services, respectively, in the total complement count and grant revenue and expenditures budget for the period of July 2024 through June 2025.

Last Previous Action

On August 1, 2023, the Ramsey County Board of Commissioners approved an amendment to the Joint Powers Agreement with the Minnesota Department of Veterans for the period of June 30, 2023 through June 30, 2024, in the not-to-exceed amount of \$100,000 (Resolution B2023-124)

Attachments

1. Amendment Three to Joint Powers Agreement with the Minnesota Department of Veterans Affairs

AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Veteran Affairs

Name of Contractor: Ramsey County on behalf of County Veterans Services

Current Contract Term: November 1, 2022 – June 30, 2024 **Project Identification:** Homelessness Mission

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. **Amendment to the Expiration Date of the contract**
 - a. Proposed New Expiration Date: June 30, 2025.
 - b. Why is it necessary to amend the Expiration Date? To continue the outreach program to former service members who are experiencing homelessness.
2. **Amend Duties and Cost** **Amend Duties Only**
 - a. Describe the amendment:
 - b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:
Original Contract: \$100,000.00; Amendment #1: \$0.00; Amendment #2: \$100,000.00;
Amendment #3: \$100,000.00.
3. **Amendment to change other terms and conditions of the contract:**
 - a. Describe the changes that are being made:

Amendment 3 to SWIFT Contract No. K-220786

Contract Effective Date:	<u>11/1/2022</u>	Total Contract Amount:	<u>\$300,000.00</u>
Original Contract Expiration Date:	<u>6/30/2023</u>	Original Contract:	<u>\$100,000.00</u>
Current Contract Expiration Date:	<u>6/30/2024</u>	Previous Amendment(s) Total:	<u>\$100,000.00</u>
Requested Contract Expiration Date:	<u>6/30/2025</u>	This Amendment:	<u>\$100,000.00</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Veterans Affairs (“State” or “MDVA”) and Ramsey County on behalf of the County Veterans Service Office, whose designated business address is 90 Plato Blvd W #210, St. Paul, MN 55107 (“Governmental Unit” or “Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 220786 (“Original Contract”) to provide staff for an outreach program to former service members who are currently experiencing homelessness or at immediate risk of homelessness.
2. The contract is being amended to add an additional year of services and to add funds to the contract.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. “**Term of Contract**” is amended as follows:

1. Term of Contract

- 1.1 Effective date. November 1, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. ~~June 30, 2024~~ June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 1 year as determined by the State, through a duly executed amendment.

Revision 2. Clause 3. “Payment” is amended as follows:

3.1 Consideration. The State will pay for all services performed by the Governmental Unit under this Agreement as follows:

3.1.1 **Compensation.** The state will reimburse the Governmental Unit based on an hourly rate as identified as follows:

Title	Hourly Rate
Full Time Employee	Hourly rate from 11/1/2022-6/30/2024: Up to - \$36.61
	Hourly rate from 7/1/2024-6/30/2025: Up to \$50.00

3.1.2 **Administrative Expenses.** The Contract will allow up to ~~\$7,800.00~~ \$15,600.00 to reimburse the Contractor for expenses related to administrative cost.

- 3.1.3 **Computer and Information Technology.** The Contract will allow up to ~~\$2,800.00~~\$5,600.00 to reimburse the Contractor for expenses related to technological support services.
- 3.1.4 **Travel Expenses.** If applicable, reimbursement for travel and subsistence expenses actually and necessarily incurred by the Government Unit as a result of this Contract will not exceed ~~\$2,000.00~~\$4,000.00; provided that the Governmental Unit will be reimbursed for travel and subsistence expenses in the same manner and no greater amount than provided in the current “Commissioner’s Plan” established by the Commissioner of Minnesota Management and Budget which is incorporated into this Contract by reference. The Governmental Unit will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 3.1.5 **Equipment.** The state will reimburse the Government Unit for electronic equipment purchased to assist the FTE with performing their job duties not to exceed ~~\$500.00~~\$1,000.00 total (i.e., the total amount of equipment purchased under this Contract will not exceed a combined total of ~~\$500.00~~, \$1,000.00). Any equipment purchased under this Contract shall be the property of the State of Minnesota.
- 3.1.6 **Total Obligation.** The total obligation of the State under this Agreement will not exceed ~~\$200,000.00~~ \$300,000.00.
 - 3.1.6.1 FY 23 compensation will not exceed \$100,000 and may be used for the period of July 1, 2022, through June 30, 2023.
 - 3.1.6.1.1 Funds remaining from FY 23 will be certified to be used in FY 24 and may be used in FY24 under this agreement.
 - 3.1.6.2 FY 24 compensation will not exceed \$100,000 and may be used for the period of July 1, 2023, through June 30, 2024.
 - 3.1.6.2.1 Funds from FY24 may not be used in FY23.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Item Number: 2024-200

Meeting Date: 6/4/2024

Sponsor: Parks & Recreation

Title

Grant Agreement with the Minnesota Board of Water and Soil Resources for Soil Health Supplemental Staffing

Recommendation

1. Ratify the submittal of the grant application to the Minnesota Board of Water and Soil Resources for soil health supplemental staffing.
2. Accept a grant award and approve the grant agreement with Minnesota Board of Water and Soil Resources for soil health supplemental staffing for the period after the grant agreement is executed through December 31, 2027, in the amount of \$345,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and 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 Minnesota Board of Water and Soil Resources (BWSR) provides grant funding to local units of government to deliver soil and water conservation services to their communities. The Soil Health Supplemental Staffing grant is a competitive new grant available to Soil and Water Conservation Districts in Minnesota. The grant was proposed to fund supplemental staffing needs associated with accelerating implementation of soil health practices and systems. There is no match requirement.

With this grant, Ramsey County's Soil and Water Conservation division (SWCD) proposed to use the funding to expand their Urban Agriculture Program and employ a full-time employee to create high-quality soil health initiatives, increase efforts on sustainable forest management and expand the 2023 cover crop pilot with private gardens, community gardens and urban farms. This funding will also support youth development programs with partner organizations.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The SWCD proposed to assist financially with programming to two non-profit partners, Urban Roots and Frogtown Farms, to expand their youth development programs which recruit youth from under-resourced and primarily Black, Indigenous, and people of color communities.

Community Participation Level and Impact

The SWCD collaborated with the Ramsey County Master Gardeners to establish the 2023 Cover Crop Pilot Program and involved them, along with Urban Roots and Frogtown Farms in drafting this grant application, to better meet the needs of the community and increase urban agriculture programming with the youth of Ramsey County. This hire will also support the goals of the 2024-2028 Climate Equity Action Plan by increasing land management practices that enhance climate resilience.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The awarded grant will cover the costs of hiring a full-time employee through the grant expiration of December 2027, which is already in the personnel complement of the Parks and Recreation department. A budget adjustment will be needed to increase the 2024-2025 operating budget. Additional grants will be available from BWSR for continued funding for this program. No match is required.

Last Previous Action

None.

Attachments

1. Soil Health Staffing grant agreement



**2024 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
SOIL HEALTH STAFFING GRANT PROGRAM
GRANT AGREEMENT**

Vendor:	0000196508
PO#:	3000017291

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Ramsey County, 2015 Van Dyke Street Ramsey County Parks & Recreation Department Soil & Water Conservation Division, Maplewood MN 55109 (Grantee).

Grant ID	Grant Title	Awarded Amt
C24-0164	Ramsey Soil Health Supplemental Staffing	\$345,000.00

Total Grant Awarded: \$345,000.00

Recitals

1. The Laws of Minnesota 2023, Regular Session, Chapter 60, Article 1, Section 4(k) appropriated funds to the Board for the FY 2024 Soil Health Staffing Grants.
2. The Board adopted Board Order #23-60 to authorize and allocate funds for the FY 2024 Soil Health Staffing Grants.
3. The Grantee has submitted a BWSR-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE Ramsey County SWCD Director
ADDRESS 2015 Van Dyke Street
CITY Maplewood
TELEPHONE NUMBER 651-266-7271

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2027** or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2028, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. Funds will be distributed in four installments per grant: 1) The first payment of 25% will be distributed after the execution of the Grant Agreement. 2) The second payment of 25% will be distributed by December 31, 2024. 3) The third payment of 25% will be distributed by December 31, 2025, and after reporting requirements have been met for the previous year. 4) The fourth and final payment of 25% will be distributed by December 31, 2026, and after reporting requirements have been met for the previous year.
- 4.2. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.5. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.6. This Grant Agreement includes advance payments. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented.

6. **Assignment, Amendments, and Waiver.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto. Work plan budget adjustments greater than 10% require Board staff approval.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the

Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. State Audits.

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. Publicity and Endorsement.

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination.

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. **Prevailing Wage.**

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. **Municipal Contracting Law.**

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

17. **Intellectual Property Rights.**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State’s request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Ramsey County

Board of Water and Soil Resources

(signature)

Title: Trista Martinson, Ramsey County Board Chair

Date: _____

By: _____

(signature)

Title: Mee Cheng - Chief Clerk, Ramsey County Board

Date: _____

(signature)

Title: _____



(signature)

Title: Mark McCabe - Director, Parks and Recreation Department

Date: 05/20/2024

Date: _____

Approved as to form:

By: Scott Schwahn

Title: Assistant Ramsey County Attorney

Date: 05/21/2024

Board of Commissioners

Request for Board Action

Item Number: 2024-214

Meeting Date: 6/4/2024

Sponsor: Human Resources

Title

Proposed Ramsey County Commissioner's Salary Ordinance for 2025 - Waive First Reading and Set Public Hearing Date

Recommendation

1. Waive the First Reading of the proposed Ramsey County Commissioner's Salary Ordinance for 2025.
2. Set the Public Hearing date of June 18, 2024 at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse - 15 West Kellogg Boulevard, Saint Paul, MN 55102 to afford the public an opportunity to comment on the proposed Ramsey County Commissioner's Salary Ordinance for 2025.

Background and Rationale

The Ramsey County Home Rule Charter section 5.01.A.1 requires that certain acts of the Ramsey County Board shall be by ordinance. The provisions of the Ramsey County Home Rule Charter relating to compensation for the Board of Commissioners in section 2.01.D state that:

- a. The Ramsey County Board may determine the amount of the annual salary of its members by passage of a salary ordinance; and
- b. The salary ordinance must be passed by July 1 of the year prior to the effective date of the ordinance; and
- c. The ordinance shall not become effective until the first business day of the following year (January 1, 2025).

Ramsey County employees with settled bargaining agreements and unrepresented employees received a general wage increase of 2.25% in 2024. It has normally been the intention of the Ramsey County Board of Commissioners that future salary increases for the Ramsey County Board of Commissioners be set at a rate that matches the general increase in wages given to employees in the previous year, though the Ramsey County Board of Commissioners chose to forgo the 0.5% wage increase in 2021 due to the difficult economic climate at the time. An increase of 2.25% for the Ramsey County Board of Commissioners will result in a salary increase equivalent to the general wage increase given to employees in the calendar year 2024. However, in order to achieve parity with the general wage increases given to employees since 2020, an additional increase of 0.5% for the Ramsey County Board of Commissioners should be applied. Further, and in order to compensate the role of the County Board Chair more equitably for the additional duties and responsibilities of the elected position, the County Board Chair's salary should increase to reflect a differential equal to 5%. The current annual salary of the Board of Commissioners is \$101,280 for County Board Members, and \$104,447 for the County Board Chair. The proposed salary ordinance would increase commissioners' salary to \$104,077 for County Board Members and to \$109,338 for the County Board Chair.

The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings may be waived if a copy of the ordinance is supplied to each member of the Ramsey County

Board prior to its introduction. In accordance with these requirements, the proposed Ramsey County Commissioner’s Salary Ordinance for 2025 was provided to each commissioner prior to its introduction on May 24, 2024. Therefore, the first reading may be waived by duly made motion and majority vote.

The Ramsey County Home Rule Charter section 5.02 states that every proposed ordinance shall hold a public hearing as required by law. A notification of the public hearing, which includes the draft ordinance will be publicized in advance of the public hearing.

This action sets the date of the Public Hearing as June 18, 2024 at 9 a.m., or as soon thereafter as possible, in the Council Chambers. Persons who intend to testify are encouraged to sign up online at [ramseycounty.us/chiefclerk](https://www.ramseycounty.us/chiefclerk) or contact the Chief Clerk at 651-266-9200 prior to June 18, 2024. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

- Email: chiefclerk@ramseycounty.us <<mailto:chiefclerk@ramseycounty.us>>
- Phone: 651-266-9200
- Written letter to: Chief Clerk, 15 West Kellogg Blvd, 250 Courthouse, Saint Paul, MN 55102

The entire proposed Ordinance can be found on Ramsey County’s website <https://www.ramseycounty.us/sites/default/files/Ordinances/Proposed%20Commissioners%20Salary%20for%202024%20v2.pdf>

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There is no specific racial equity impact associated with the proposed action.

Community Participation Level and Impact

This action is strictly operational and internal facing. It is the intent of the Ramsey County Board of Commissioners that future salary increases for the commissioners be set at a rate that matches the general increase in wages given to employees in the previous year.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

The salary increase included in this action will be managed within the 2025 operating budget. No additional levy is needed.

Last Previous Action

On June 20, 2023, the Ramsey County Board adopted the Ramsey County Commissioners’ Salary Ordinance for 2024 (Ordinance Resolution B2023-093).

Attachments

1. Salary Ordinance
2. 2024 Metro Area Comparisons
3. Public Hearing Notice
4. Schedule of Events

Proposed Salary Ordinance

WHEREAS, the provisions of the Ramsey County Home Rule Charter (Charter) relating to compensation for the Board of Commissioners state that:

- a) The Board may determine the annual salary of its members by passage of a salary ordinance; and,
- b) The salary ordinance must be passed by July 1 of the year prior to the effective date of the ordinance; and,
- c) The ordinance shall not become effective until the first business day of the following year (January 1, 2025); and,

WHEREAS, The Charter requires that per diem payments be made to the County and that, with the exception of fees, payments and other compensation paid to an officer of the Association of Minnesota Counties, the County will not add these payments to the Commissioners' salary when payments are received from the various boards, committees and other governmental agencies; and

WHEREAS, The current annual salary of the Board of Commissioners is \$101,280 for County Board Members, and \$104,447 for the County Board Chair; and,

WHEREAS, The Ramsey County Board of Commissioners chose to forgo the 0.5% wage increase in 2021 due to the difficult economic climate at the time;

WHEREAS, In 2024 Ramsey County employees received a general wage increase of 2.25%; and,

WHEREAS, It has normally been the intention of the Ramsey County Board of Commissioners that future salary increases for the Board of Commissioners be set at a rate that matches the general increase in wages given to employees in the previous year; and,

WHEREAS, An increase of 2.25% for the Board of Commissioners will result in a salary increase equivalent to the general wage increase given to employees in the calendar year 2024;

WHEREAS, An additional increase of 0.5% for the Board of Commissioners will result in parity with general wage increases given to employees since 2020; and

WHEREAS, In order to compensate the role of the County Board Chair more equitably for the additional duties and responsibilities of the elected position, the County Board Chair's salary should increase to reflect a differential equal to 5%;

Now, Therefore, The Board of Commissioners for the County of Ramsey Does,

ORDAIN, That the annual salary for the Ramsey County Board of Commissioners for calendar year 2025 shall increase to \$104,077 for County Board Members and by 2.25% to \$109,338 for the County Board Chair; and Be it Further

ORDAINED, With the exception of fees, payments and other compensation paid to an officer of the Association of Minnesota Counties, the Board voted to decline fees, payments and other compensation paid to County Board members in exchange for representing the County on outside boards, committees and other governmental agencies and any subcommittees thereof, and that any funds received by the County would remain within the County's General Fund; and Be It Further

ORDAINED, That the Commissioners are eligible to receive fees, payments and other compensation paid from the following boards, committees and other governmental agencies and any subcommittees thereof;

47 Association of Minnesota Counties (if serving as an Officer)

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And Be It Further

ORDAINED, That all appointments of County Commissioners to various boards, committees and other governmental agencies shall be ratified by County Board resolution before per diems shall be paid; and Be It Further

ORDAINED, That any subsequent new appointments or changes in appointments to new or existing boards, committees or governmental agencies, and any subsequent establishment of new per diem rates or increase in current per diem rates shall be ratified by County Board resolution before per diems shall be paid; And Be It Further

ORDAINED, That any increase in per diems or new per diems which are approved by the above described process, shall be included in the next annual salary ordinance, and Be It Further

ORDAINED, That the Ramsey County Board of Commissioners shall be allowed to receive actual and necessary expenses for attendance at conferences, seminars, etc., in connection with their official County Commissioner duties as do all other Ramsey County employees; and Be It Further

ORDAINED, That unless a valid referendum petition is filed within 45 days after the publication of this ordinance, this ordinance shall:

- a) Become effective on January 1, 2025 and replace the previous salary ordinance (Ordinance B2023-093); and,
- b) Continue in effect throughout calendar year 2025 and subsequent years until changed by a subsequent County Board ordinance.

2024 SALARIES OF MAJOR METRO AREA COUNTY COMMISSIONERS

Jurisdiction (1)	Ramsey County (2)	Ramsey County (2,4) Chair	Hennepin County (2)	Dakota County (2)	Anoka County (4)	Anoka County (4) Chair	Washington County (2)	Scott County (2, 3)	Scott County (2, 3) Chair	Scott County (2, 3) Vice Chair	Carver County (4)	Carver County (4) Chair	Carver County (4) Vice Chair
2024 Base Pay	\$ 101,280.49	\$ 104,446.93	\$ 122,225.41	\$ 98,461.00	\$ 90,626.00	\$ 90,626.00	\$ 79,902.00	\$ 82,288.00	\$ 84,088.00	\$ 83,188.00	\$ 83,769.00	\$ 83,769.00	\$ 83,769.00
Allowance	\$ 7,200.00	\$ 7,200.00	-	-	\$ 7,500.00	\$ 8,500.00	-	-	-	-	\$ 7,380.00	\$ 8,580.00	\$ 7,680.00
Annual Rate	\$ 108,480.49	\$ 111,646.93	\$ 122,225.41	\$ 98,461.00	\$ 98,126.00	\$ 99,126.00	\$ 79,902.00	\$ 82,288.00	\$ 84,088.00	\$ 83,188.00	\$ 91,149.00	\$ 92,349.00	\$ 91,449.00
General Wage Adjustment	2.25%		2.50%	3.25%	0.00%		3.50%	3.00%			3.00%		

- (1) Official salary rates shown. With the exception of Ramsey County, some individual members of these county boards may choose to receive lesser amounts. Percentage change reflects change in annual rate.
- (2) These Counties pay mileage reimbursement according to IRS regulations
- (3) Scott County Commissioners no longer receive per diems; it is built into their salary as of 2020
- (4) Administrative Allowance provided for expenses incurred inside the metro area as noted.
- (5) Annual general wage adjustment for unrepresented employees only; does not include performance pay, range movement, market adjustments, etc

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a public hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, June 18, 2024, in the Ramsey County Courthouse – Saint Paul City Hall (Council Chambers, Room 300), 15 West Kellogg Blvd, Saint Paul, MN 55102.

This Public Hearing will be conducted in order to afford the public an opportunity to comment on the proposed 2024 Salary Ordinance for compensation to the Board of Commissioners for calendar year 2025.

The entire proposed Ordinance can be found on Ramsey County's web site www.ramseycounty.us (under the Public Notice section on the Ramsey County Board of Commissioners' page), or obtained by calling Mee Cheng, Chief Clerk – County Board (651) 266-9200.

Persons who intend to testify are requested to contact the Chief Clerk prior to Tuesday, June 18, 2024. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

Zoom Webinar ID: 918 0203 3673 | **Passcode:** 624984 | **Phone:** 651-372-8299

Email: chiefclerk@ramseycounty.us | **Phone:** 651-266-9200 | **Written Mail:** Chief Clerk, 15 W. Kellogg Blvd, Suite 250, Saint Paul, MN 55102

SCHEDULE OF EVENTS

June 4, 2024	First Reading of Ordinance Set Date for Public Hearing
June 5, 2024	Publication of Public Hearing Notice
June 18, 2024	Second Reading of Ordinance Hold Public Hearing
June 25, 2024	Action on Adoption of Ordinance
January 1, 2025	Effective date of Ordinance