

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.h

Department Approval



City Manager Approval



Item Description: Consider Acceptance of HOME-ARP grant funds for homeless outreach and support

BACKGROUND

The Roseville Police Department (RPD) requests the Council consider acceptance of HOME-ARP funds awarded to the Roseville Police Department (RPD) for continuance of our homeless outreach efforts through our embedded housing navigator.

In 2021, the Roseville Police Department applied for and was selected as a host site for a Housing Resource Navigator through AmeriCorps. The outreach worker was embedded in the RPD Community Action Team and supported individuals and families experiencing homelessness - navigating resources to secure safe and stable housing. The navigator assessed individuals' unique needs to remove barriers to long term stable housing. The position was instrumental in helping members of the community overcome systematic inequities related to safe and stable housing. The position furthered the Roseville Police Department's mission to provide public safety services for the City of Roseville.

In 2022, the Roseville City Council approved RPD's request to apply for grant funds through Ramsey County Community Development Block Grant/ Home Investment Partnership Program (CDBG). Grant funding was approved, but RPD was alerted it would take several months for the funds to be accessible. On July 25, 2022, the Council approved making the AmeriCorps position a full-time city position and using existing budget funding to bridge the gap until the grant dollars could be expended.

Through the HOME-ARP grant, RPD was awarded a total of \$112,900 (\$92,000 for personnel costs and \$20,000 for operating costs). The personnel funds will cover the salary and benefits of the current embedded housing navigator. The operating costs will be used to help individuals and families with immediate needs related to housing instability or homelessness (e.g. food, medicine, temporary housing, and transportation, etc.).

There is no city match or requirement for the position to be extended after the end of the grant cycle (first quarter, 2024). RPD continues to explore county, state and federal grants including additional CDBG funds to help fund the position and outreach efforts beyond the current one year grant cycle. The agreement has been reviewed by the City Attorney.

POLICY OBJECTIVE

The Roseville Police Department seeks to continue and expand the services available to individuals and families experiencing homelessness or housing instability. Continuing these services advances the City's community aspiration of Secure in our diverse and quality housing and neighborhoods.

RACIAL EQUITY IMPACT SUMMARY

BIPOC communities across the country are disproportionately impacted by homelessness due to structural racism and disparities in access to health care, economic opportunities, housing, and education. Roseville is

33 not immune from these disparities. This initiative seeks to disrupt the disparities that exist by expanding
34 housing services available to those who are experiencing homelessness or housing instability.

35 **STAFF RECOMMENDATION**

36 Staff recommends Council approve entering into an agreement and accepting grant funding from Ramsey
37 County Housing and Redevelopment Authority to provide homelessness assistance. The HOME-ARP grant
38 will provide continued funding and expand services provided by the RPD embedded housing outreach
39 worker.

40 **REQUESTED COUNCIL ACTION**

41 Approve entering into an agreement and accepting grant funding from Ramsey County Housing and
42 Redevelopment Authority to provide homelessness assistance.

Prepared by: Erika Scheider, Chief of Police
Attachments: A: HOME-ARP Grant Agreement
B. Resolution

HOME-ARP GRANT AGREEMENT

BETWEEN RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY AND CITY OF ROSEVILLE

This **HOME-ARP Grant Agreement** (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between Ramsey County, a political subdivision of the State of Minnesota (“Authority”), and the City of Roseville, a Minnesota municipal corporation, 2660 Civic Center Drive, Roseville, MN 55113, as the Grantee (“Grantee”).

RECITALS

1. On March 11, 2021, in response to the negative economic impacts of the COVID-19 public health emergency, the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, 135 Stat. 4) (“ARPA”) was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and
2. To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in ARPA funds for the HOME-ARP program (“HOME-ARP”) to be administered through the HOME Investment Partnerships Program (“HOME”) to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. HOME-ARP funds are to be used for activities that include: (1) development and support of affordable housing, (2) tenant-based rental assistance, (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units (“Eligible Activities”); and
3. ARPA authorized the U.S. Department of Housing and Urban Development (“HUD”) to allocate HOME-ARP funds to states, units of general local government, insular areas, and consortia of units of general local government that qualified for an allocation of HOME funds in Fiscal Year 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) On April 8, 2021, HUD allocated HOME-ARP funds to 651 grantees using the HOME formula established at 24 CFR 92.50 and 92.60; and
4. Pursuant to ARPA and guidance provided by the Community Planning and Development Notice entitled “Requirement for the Use of Funds in the HOME-American Rescue Plan Program (“HOME-ARP Notice”), HUD waived or specified alternative requirements for the HOME-ARP program; and
5. The Authority is the recipient of a one-time HOME-ARP grant in the amount of \$2,041,729 through the Dakota County HOME Consortium (“Consortium”). The Consortium is the “participating jurisdiction” for Authority’s receipt of HOME funds, and the Consolidated Plan, required by HUD, guides the investment of entitlement HOME Funds over a five-year period.

The Consolidated Plan is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The Consolidated Plan is carried out through the Authority's 2022-2023 Annual Action Plan/Proposed Use of Funds; and

6. The HOME-ARP program authorizes the Authority to expend HOME-ARP Funds awarded to the Authority for Eligible Activities, including affordable housing and supportive services; and
7. Authority issued a competitive solicitation for developers and property owners to apply for HOME-ARP Funds to support projects developing long-term, deeply affordable housing units; and
8. Ramsey County has a large and documented need for affordable housing, especially for households earning less than 30% of the area median income ("AMI"), as determined by the United States Department of Housing and Urban Development ("HUD"), with adjustments for family size. According to the County's Economic Competitiveness and Inclusion ("ECI") Plan, the County has a deficit of 15,000 units affordable to those at 30% AMI or below. The lack of affordable housing supply leads to greater housing instability for residents and exacerbates the County's ongoing homelessness crisis; and
9. Projects recommended for funding in HUD's Fiscal Year 2022 are consistent with the current Consolidated Plan and the County's ECI Plan; and
10. On May 10, 2022, the Ramsey County Housing and Redevelopment Board obligated \$2,041,729 in HOME-ARP Funds towards affordable housing and supportive services by Resolution No. H2022-007; and
11. The Authority desires to have certain work or services performed by Grantee as described within this Agreement, and as authorized by Resolutions of the Authority's Board for the purpose of implementing Eligible Activities under HOME-ARP and HUD regulations; and
12. It is appropriate and mutually desirable that Grantee be designated by the Authority to undertake such Eligible Activities, so long as the requirements of HOME-ARP, HUD regulations, state law, and local law are adhered to, as provided for in this Agreement; and
13. The purpose of this Agreement is to provide for cooperation between the Authority and Grantee, as the parties in this Agreement, in implementing such Eligible Activities in the manner described in these Recitals and as provided below; and
14. The Authority and Grantee desire to enter into this Agreement based on Grantee's application, which is on file with the Authority ("Application"), by which Grantee will receive HOME-ARP funds in the amount of **\$112,900.00**; and
15. The parties are authorized and empowered to enter into this Agreement by the Laws of the State of Minnesota.

NOW THEREFORE, in consideration of the promises and mutual covenants and undertakings set forth in this Agreement, the Authority and Grantee agree as follows:

ARTICLE 1 DEFINITIONS

The following terms when used in this Agreement will, except where the context otherwise requires, have the following meanings.

“Agreement” means this Grant Agreement, as the same may be amended from time to time pursuant to its terms.

“Grant” means the grant of HOME-ARP funds made to the Grantee pursuant to the Agreement in the aggregate principal amount up to \$112,900.00.

“HOME-ARP Regulations” means Title 24, Part 92 of the Code of Federal Regulations, as amended from time to time, that are applicable to HOME, as revised for HOME-ARP in the Appendix of the HOME-ARP Notice.

“Project” means the assistance provided by Grantee to a qualifying individual or family as described in **Exhibit A** of this Agreement, which includes the Project description and budget.

“Project Completion” means the final drawdown of HOME-ARP funds has been disbursed by Authority for the Project and all activities are completed in HUD’s Integrated Disbursement and Information System (IDIS).

ARTICLE 2 TERMS OF GRANT, USE, AND DISBURSEMENT OF HOME-ARP FUNDS

Section 2.1 Grant Amount and Grant Term. Subject to the terms and conditions set forth in this Agreement, the Authority agrees to make the funds available pursuant to the HOME-ARP Program to make the Grant to the Grantee in an aggregate principal amount up to One Hundred Twelve Thousand and Nine Hundred 00/100 Dollars (\$112,900.00) to finance the Project as further described in this Agreement. The Project Activities shall be completed in a timely manner and all Grant funds will be expended no later than **December 31, 2023**, unless extended in writing by Authority (“End Date”).

Section 2.2 Use of Funds. The Grantee will use proceeds of the Grant strictly for the uses identified in **Exhibit A**. Exhibit A lists the tasks to be performed with respect to the Project, together with a budget for the completion of such tasks. The Grantee will not use or permit proceeds to be used for any other purpose or in any other manner. The failure to use the HOME-ARP funds in compliance with the Use of Funds Statement set forth in Exhibit A will constitute a material failure of the terms of this Agreement.

Section 2.3 Program Income. Program income will be remitted to the Authority to be used in accordance with the requirements of HOME-ARP.

Section 2.4 Documents Delivered with Agreement. Prior to, or contemporaneously with the execution of this Agreement, Grantee has delivered to Authority the following documents and/or instruments, each of which will be in a form acceptable to Authority.

- A. Evidence of the insurance coverages required by this Agreement in a form acceptable to Authority, to be submitted on an annual basis on the anniversary date of this Agreement.
- B. Certificate of an authorized member of Grantee with Resolution of Grantee authorizing the execution and delivery of this Agreement and any other documents described in this Agreement.
- C. The Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions as set forth in **Exhibit C**.

Section 2.5 Disbursement of Funds. The Authority will disburse HOMR-ARP funds in response to written reimbursement requests ("Reimbursement Requests") submitted to the Authority by the Grantee upon forms provided by the Authority. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, the Authority will disburse the requested amount to the Grantee within thirty-five (35) days after receipt of each Reimbursement Request. The Authority will have no obligation to disburse any of these funds if, at the time of disbursement, Grantee is in default under any of the terms of this Agreement.

Section 2.6 Unused Funds. Upon the earlier of (a) Project Completion; (b) the End Date; or (c) the termination of this Agreement, any HOME-ARP funds not previously disbursed for any reason, shall not be bound by the terms of this Agreement and may be retained by the Authority, at the Authority's sole discretion.

ARTICLE 3 GRANTEE REPRESENTATIONS AND WARRANTIES

Section 3.1 Grantee represents and warrants to the Lender that:

- A. It is a Minnesota municipal corporation duly organized in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Agreement.
- B. The execution and delivery of and the performance by the Grantee of its obligations under this Agreement, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon the Grantee.
- C. The Grantee warrants that it has fully complied with all applicable state and federal laws pertaining to the work that is the subject of this Agreement and will continue to comply throughout the terms of this Agreement. If at any time the Grantee receives notice of noncompliance from any governmental entity, the Grantee agrees to take any necessary

action to comply with the state or federal law in question.

Section 3.2 Project Site Acknowledgements. The Grantee represents and warrants that it shall acknowledge the assistance provided by the Ramsey County Housing and Redevelopment Authority in promotional materials, press releases, reports and publications relating to the Project activities that are funded in whole or in part with the HOME-ARP funds.

Section 3.3 Assignment. Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of the Authority. Any non-approved transfer, assignment or conveyance shall be void.

ARTICLE 4 DEFAULT AND REMEDIES; ENFORCEMENT OF AGREEMENT

Section 4.1 Event of Default. Any and all of the following events shall constitute an “Event of Default” under this Agreement:

- A. If Grantee makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they mature, files a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any State, consents to the appointment of a trustee or receiver for Grantee or for its property, or is adjudged as bankrupt on an involuntary petition in bankruptcy, or takes any action for the purpose of effecting or consenting to any of this paragraph 4.01.
- B. If an order, judgment, or decree will be entered appointing, without Grantee’s consent, a trustee for Grantee, or a substantial part of its property, or approving a petition filed against Grantee seeking a reorganization, arrangement with creditors, or other similar relief under the federal bankruptcy laws, or under any other applicable law of the United States of America or any State, and such order, judgment, or decree will not be vacated or set aside or stayed within sixty (60) days from the date of entry of such order, judgment, or decree.
- C. If, without the written consent of the Authority, Grantee’s interest in the Project or this Agreement is sold, assigned, transferred, or otherwise conveyed, whether voluntary, involuntary or by operation of the law.
- D. Grantee uses any portion of the HOME-ARP funds for purposes other than specified in this Agreement.
- E. Grantee breaches or fails to comply with any of the terms, conditions, requirements, representations, warranties, or provisions contained in its Application, this Agreement, and any other Authority document.
- F. Any of the information, documentation, or representations that Grantee supplied to the Authority in its Application, this Agreement, or any other Authority document to induce the Authority to make the Grant is determined to be false, untrue, or misleading in any

material manner.

Section 4.2 Remedies. Upon the occurrence of any breach or Event of Default, the Authority may immediately, without notice to Grantee, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of an Event of Default, but only if the alleged Event of Default has not been fully cured within said thirty (30) days by Grantee, the Authority may: (a) refrain from disbursing any further HOME-ARP funds; (b) demand that any amount of HOME-ARP funds already disbursed to Grantee be immediately returned to the Authority, and upon such demand, Grantee shall immediately return such proceeds to the Authority; (c) take any action provided for in law to enforce compliance by the Grantee with the terms of this Agreement; (d) terminate this Agreement by written notice; and (e) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

Section 4.3 Authority's Costs of Enforcement of Agreement. If any breach or Event of Default has occurred as provided herein, then upon demand by the Authority, the Grantee shall pay or reimburse the Authority for all expenses, including all attorneys' fees and expenses incurred by the Authority in connection with the enforcement of this Agreement, or in connection with the protection or enforcement of the interests of the Authority in any litigation or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

Section 4.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

Section 4.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by the Grantee and thereafter waived by the Authority, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5 PROJECT REQUIREMENTS

Section 5.1 The Project will meet all requirements of 24 CFR 92, unless specifically otherwise stated in the HOME-ARP Notice, including, without limitation, those listed in **Exhibit B** and as indicated below:

- A. Grantee must have procedures in place for collecting income eligibility information from clients so that accurate documentation and current records can be maintained. Authority will review and approve these procedures in advance of the first disbursement of HOME-ARP funds.
- B. Grantee must develop, implement, and maintain written procedures to require that all records containing personally identifying information of any individual or family who applies for and or receives HOME-ARP assistance will be kept secure and confidential.

ARTICLE 6 RECORDS AND REPORTS

Section 6.1 Records. The Grantee will maintain records sufficient to meet the requirements of 24 CFR 92.504, except as waived to the extent that they conflict with the alternative confidentiality requirements provided in the Appendix of the HOME-ARP Notice. All records and reports required in this Agreement will be retained and made accessible as provided in 24 CFR 92.508(c) and (d) as revised by the HOME-ARP Notice.

Section 6.2 Retention. All original records pertinent to this Agreement will be retained by the Grantee for five (5) years following the date of termination of this Agreement or of submission of the final close out report, whichever is later, with the following exceptions:

- A. If any litigation, claim, or audit is started before the expiration of the five (5) year period and extends beyond the five (5) year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved;
- B. Records for the disposition of non-expendable personal property valued at \$1000 or more at the time of acquisition will be retained for five (5) years after final disposition;

Section 6.3 All records will be sufficient to determine compliance with the requirements and objectives of the applicable federal laws and regulations described in **Exhibit B** and all other applicable laws and regulations.

Section 6.4 Inspection and Access. The Grantee, its employees, and agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, will allow access to its records at reasonable time to the Authority, its employees and agents, and to HUD. “Reasonable” will be construed according to the circumstances, but ordinarily will mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. The term “agents” will include, but is not limited to, auditors retained by the Authority.

Section 6.5 Quarterly Reports. The Grantee will provide the Authority with quarterly reports utilizing forms provided by the Authority. The Grantee will comply with any additional reporting requirements contained in 24 CFR Part 92.

**ARTICLE 7
INDEMNIFICATION AND INSURANCE**

Section 7.1 Insurance. Grantee will purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this Agreement, whether such operations be by the Grantee or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable. Certificates of Insurance shall be issued evidencing such coverage to the Authority throughout the term of this Agreement.

- A. Commercial General Liability Insurance. The policy will be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Grantee is required to add the Authority, Ramsey County, their officials, employees, volunteers, and agents as Additional Insured to the Grantee's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Grantee's acts or omissions, or the acts or omissions of those acting on Grantee's behalf in the performance of the ongoing operations, services and completed operations of the Grantee under this Agreement. The coverage provided shall be primary and non-contributory, and in the following amounts:

\$ 500,000 per claim
\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising liability

- B. Automobile Insurance. Coverage shall be provided for hired, non-owned and owned auto with minimum limits of \$1,000,000 combined single limit.
- C. Workers' Compensation and Employers' Liability. Workers' Compensation as required by Minnesota Statutes.
- D. Property Insurance. Grantee will secure property insurance on a replacement cost, all risk basis for both real and personal property. The policy will include business interruption and extra expense coverages. The Authority and Ramsey County will be added to the policy as lender as its interest may appear.
- E. Grantee shall provide Authority with prior notice of any lapse in the insurance required under this Agreement including cancellation, and/or non-renewal or material change in coverage. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Grantee to purchase and maintain additional coverages as it may deem necessary in connection with this Agreement. Certificate of Insurance must demonstrate that the policy is issued pursuant to these requirements. Copies of insurance policies shall be submitted to the Authority upon request. 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-.

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

Section 7.2 Hold Harmless and Indemnification.

- A. Grantee agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of this Grant Agreement.
- B. Grantee agrees to hold harmless and defend Authority, its officials, officers, employees, agents, representatives, customers, or invitees against any and all claims, lawsuits, damages, or lawsuits for damages arising from the Project, including but not limited to Grantee's negligent acts, failures to act, or failures to perform its obligations under this Grant Agreement, and to pay the costs of and/or reimburse Authority, its officials, officers, employees, agents, representatives, customers, or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorneys' fees and costs) incurred in connection with such negligent acts or failures by Grantee. The Authority is required to promptly notify Grantee of any claim made for any such damage or loss and afford Grantee and its counsel the opportunity to contest, compromise, or settle such claim.
- C. Nothing in this Grant Agreement will constitute a waiver by the Authority or the Grantee of any statutory limits or exceptions on liability.

ARTICLE 8
CONFLICT OF INTEREST

Section 8.1 Conflict of Interest Provisions. In the procurement of labor, supplies, equipment, construction, and services by the Grantee or by any subcontractor, the conflict-of-interest provisions in CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB SuperCircular) listed in **Exhibit B** will be adhered to, to the extent applicable.

Section 8.2 No Conflict. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the Authority, or of any designated public agencies, or subcontractors which are receiving HOME-ARP funds or who exercise or have exercised any functions or responsibilities with respect to HOME-ARP activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

Section 8.3 Exception. Upon the written request of the Grantee, a HUD grant may be an exception to the provisions of Section 9.1 of this Agreement on a case-by-case basis, if the Authority determines that such an exception will serve to further the purpose of the HOME-ARP

Program and the effective and efficient administration of the Grantee's Project and if the Authority's auditor ("Auditor") permits such expenditure.

ARTICLE 9 FEDERAL PROGRAM REQUIREMENTS

Grantee will carry out each activity in compliance with all applicable federal laws and regulations, including but not limited to those described in **Exhibit B**.

ARTICLE 10 OTHER AUTHORITY REQUIREMENTS

Disallowed Expenditures. Grantee will return to the Authority within fifteen (15) days of demand all proceeds of the Grant expended for disallowed expenditures as determined by the Auditor in accordance with this Agreement, which disallowed expenditures are described as follows:

- A. "Bad Debts" – losses arising from un-collectable accounts and other claims, and related costs;
- B. "Contingencies" – contributions to a contingency reserve or any similar provision for unforeseen events;
- C. "Contributions or Donations" – contributions and donations;
- D. "Entertainment" – costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
- E. "Fines and Penalties" – costs, including late charges, resulting from violations of, or failure to comply with, federal, state, and local laws and regulations;
- F. "Governor's Expenses" – salaries and expenses of the Office of the Governor of a state or the chief executive of a political subdivision, municipality, or body politic and corporate;
- G. "Legislative Expenses" – salaries and other expenses of the State Legislature or similar local governmental bodies such as county supervisors, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction;
- H. "Interest and Other Financial Costs" – interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and
- I. Any other disallowed expenditures set forth in 24 CFR 92.14 as amended from time to time.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Amendments. This Agreement represents the entire agreement between the Authority and Grantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding. The Authority and the Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of the Authority and the Grantee.

Section 11.2 Equal Opportunity and Non-discrimination. Grantee will Comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law. Grantee will include in all solicitations for work on the Project, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section. Grantee will not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the Project to discriminate against any employee or applicant for employment in connection with the Project because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

Section 11.3 Conflict of Interest. The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

Section 11.4 Severability. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

Section 11.5 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

Section 11.06 Notices. Any notices required or contemplated under this Agreement will be effective upon the placing of such notice in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Authority:

Ramsey County Housing and Redevelopment Authority
Office of the County Manager
250 Courthouse
15 West Kellogg Blvd.

St. Paul, MN 55102

With a courtesy copy to:
Ramsey County Attorney's Office, Civil Division
ATTN: HRA Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

To Grantee:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Sarah Mahmud

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

Section 11.7 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Authority represent and warrant on the Grantee's and the Authority's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Authority's behalf, respectively and that this Agreement constitutes the Grantee's and the Authority's valid, binding and enforceable agreements.

Section 11.8 Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles. All litigation regarding this Agreement will be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

Section 11.10 Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of the Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and 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.

Section 11.11 Final Report. The Grantee agrees to provide the Authority a final report, on such form as provided by the Authority, prior to the Project Completion.

Section 11.12 Incorporation of Recitals and Exhibits. The Recitals made at the beginning of this Agreement, and the Exhibits that are attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

Section 11.13 Miscellaneous.

- A. All representations, warranties, and covenants contained in this Agreement or made in writing by or on behalf of Grantee in connection with the transactions contemplated by this Agreement will survive the execution and delivery of this Agreement, and the exercise of any rights or remedies by Authority. All statements contained in any certificate or other instrument delivered by or on behalf of Grantee pursuant to such certificate or other instrument, or in connection with the transactions contemplated by this Agreement will constitute representations and warranties by Grantee.
- B. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, except that Grantee's rights under this Agreement are not assignable without the prior written consent of Authority, which will not be unreasonably withheld. Without limiting the discretion otherwise afforded the Authority in granting or withholding its consent to such an assignment, the parties agree that such consent may be withheld in regard to any such assignment which Authority finds to be inconsistent with the purposes for which the HOME-ARP funds which are the subject of this Agreement was made.
- C. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if the unlawful or unenforceable provisions had never been contained in this Agreement.
- D. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the Parties or as constituting the Grantee as the employee of the Authority for any purpose or in any manner whatsoever. The Grantee is an independent contractor and neither it, its employees, agents nor representatives are employees of the Authority.

Section 11.14 HUD Approval; Termination for Discontinues or Disallowed Funding. It is expressly understood between the parties that this Agreement is contingent upon the approval of HUD and its authorization of grant monies to the Authority for the purpose of this Agreement. If HUD discontinues or disallows funding to the Authority for the purpose of this Agreement, the Authority may terminate or suspend this Agreement. The Authority must provide notice to the Grantee as provided in Section 12.06 of this Agreement. The Grantee will be entitled to payment for Eligible Activities incurred prior to the date of the notice for termination based on discontinued or disallowed funding by HUD.

[Signature pages follow]

GRANTEE'S SIGNATURE PAGE FOR
HOME-ARP AGREEMENT

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Dan Roe, Mayor

Date: _____

By: _____
Patrick Trudgeon, City Manager

Date: _____

AUTHORITY'S SIGNATURE PAGE FOR
HOME-ARP AGREEMENT

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____

Ryan T. O'Connor
Ramsey County Manager

Date: _____

Recommended for Approval:

Community and Economic Development Department

Approved as to form:

Amy K. L. Schmidt
Assistant County Attorney

This Agreement drafted by:
Ramsey County Attorney's Office
121 7th Place East, Suite 4500
St. Paul, MN 55101

EXHIBIT A
Project Description and Budget

Project:

The Roseville Police Department’s public service project includes personnel costs associated with hiring a Housing Navigator and operating supplies such as food consumables, hygiene products, and vouchers for temporary housing stays to support program participants/clients. The Housing Navigator will serve within the Roseville Police Community Action Team (CAT) to create and utilize partnerships and collaborations to further expand housing instability services offered to the community.

Expiration Date / Deadline for Use of HOME-ARP Funds:

The HOME-ARP Funds committed pursuant to this Agreement must be expended for allowable costs of the Project by December 31, 2023, unless extended in writing by Authority. Failure to use the funds by that date will result in the funds reverting to the Authority for reallocation.

Use of HOME-ARP Funds

As described in Article 2 of this Agreement, the HOME-ARP Funds will be used to hire a Housing Navigator and operating supplies and will be expended as follows:

Personnel Costs: \$92,900
Operating Costs: \$20,000

Targeted Population; People Served

The Project will support individuals and families experiencing homelessness in the Roseville community, all of whom may be presumed to meet applicable HUD income guidelines. Activities will meet one of HUD’s national objectives, benefiting limited clientele (LMC) as planned activities will exclusively be created to serve persons experiencing homelessness.

Project Schedule

Ramsey County Authority Board approves award and authorizes the execution of related documents	May 10, 2022
HOME-ARP Agreement Fully Executed	March 2023
Quarterly Reporting Begins	March 2023 or when first billing begins.
All reporting complete	December 31, 2023

Scope of Work

Hiring of a Housing Navigator and provide operating costs

Person Authorized to submit Reimbursement Requests and Monitoring Reports

>Identify the person that will be submitting requests for funds

EXHIBIT B
HOME-ARP Regulations and Other Federal Requirements

The following list contains the public laws, executive orders, and other federal requirements which may be applicable to activities funded in whole or in part with HOME-ARP.

Requirements/Regulations	Legal Authority
HOME Investment Partnerships Program and other program requirements, as revised for HOME-ARP in the Appendix of the HOME-ARP Notice	24 CFR Part 92
Public Records	City, County, State requirements
Uniform Administrative Requirements	2 CFR Part 200
	24 CFR 92.505 as revised in the Appendix of the HOME-ARP Notice
Audit Requirements	2 CFR Part 200, Subpart F
	24 CFR 92.506
Non-Discrimination in Federally Assisted Programs	Title VI of the Civil Rights Act of 1964 (24 CFR Part 1) 24 CFR 92.350 and 24 CFR 92.351
	Title 41 Public Contracts and Property Management
Discriminatory Conduct Under the Fair Housing Act	Title VI of the Civil Rights Act of 1968, as amended "Fair Housing Act" 42 USC 3601
	24 CFR Part 100
Equal Opportunity in Housing	Executive Order 11063
	24 CFR Part 107
Equal Participation of Faith-Based Organizations	Executive Order 13279, as amended by Executive Order 13559
Non-Discrimination Based on Age or Handicap	Subtitle A, Title II, American with Disabilities Act of 1990, Parts 35 & 36
	Age Discrimination Act of 1975, as amended (24 CFR Part 146)
	Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8)
Employment and Contracting Opportunities	Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)

Minority/Women’s Business Enterprise	Executive Orders 11625; and 12138
	24 CFR Part 85, Subpart C, Section 36(e)
Lead Based Paint Poisoning Prevention	The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M, and R
Violence Against Women Act	24 CFR 5.2005(e) (VAWA) 24 CFR 92.359
Property Standards	24 CFR 92.251
Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction	HUD 4010 Federal Labor Standards Provisions
	Davis Bacon Act; 29 CFR Parts 1, 3, 5, 6 and 7
	Copeland Anti-Kickback Act
	Contract Hours and Safety Standards Act (CWHSSA), 24 CFR 92.354 Relating to Construction Contracts
	General Provisions; 24 CFR part 135, Volume 1
	Relating to the Use of Volunteers; 24 CFR Part 70
	Relating to Down Payment Assistance; 24 CFR 92.354(a)(2)
	HOME; National Affordable Housing Act of 1990 (NAHA) Section 286
	Use of Disbarred, Suspended or Ineligible Contractors or Subrecipients; 24 CFR Part 24; 29 CFR 5.12(a)(1)
	Wage Determinations
New Restrictions in Lobbying	24 CFR Part 87
Displacement, Relocation Assistance and Real Property Acquisition	49 CFR Part 24
	24 CFR Part 42
	24 CFR 92.353
National Flood Insurance	Flood Disaster Protection Act of 1973 (42 USC 4001)
Environmental Review	24 CFR Part 58 24 CFR 92.352 and 24 CFR 92.354
	National Environmental Policy Act (NEPA) of 1969
Affirmative Marketing	24 CFR 92.351

EXHIBIT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTIONS

As required by the Ramsey County Contract Compliance and Debarment Ordinance, the City of Roseville (“Grantee”), certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, or the State of Minnesota or Ramsey County, from participation in the transaction made by the Agreement dated evenly with it (“Agreement”) between the Ramsey County Housing and Redevelopment Authority (“Authority”) and Grantee.

As a lower tier participant, Grantee agrees that by submitting this certification, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

Grantee agrees to provide a list of its contractors hired for the Project to Authority prior to any disbursement of funds under the Agreement and update when needed throughout the Project.

The terms of the Agreement are incorporated into this certification and all capitalized terms in this certification which are defined in the Agreement will have the meanings set forth in the Agreement.

GRANTEE:

CITY OF ROSEVILLE

By: _____
Its: _____

**EXTRACT OF MINUTES OF MEETING
OF THE
CITY COUNCIL OF THE CITY OF ROSEVILLE**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the ____ day of _____ 2023, at 6:00 p.m.

The following members were present: _____, _____, _____, _____, and Mayor _____.
and the following were absent: _____.

Member _____ introduced the following resolution and moved its adoption:

Resolution No. XXX

RESOLUTION APPROVING RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY GRANT AGREEMENT WITH THE CITY OF ROSEVILLE ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE HOME-ARP PROGRAM

WHEREAS, the City of Roseville on behalf of its Police Department desires to enter into an Agreement with Ramsey County Housing and Redevelopment Authority to utilize funds appropriated by Congress in ARPA for the HOME-ARP program administered through the HOME Investment Partnerships Program to address the need for homelessness assistance and supportive services in the City of Roseville, Ramsey County, Minnesota.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Roseville, Minnesota as follows:

1. That the HOME-ARP Grant Agreement by and between Ramsey County acting through its Housing and Redevelopment Authority and the City of Roseville on behalf of its Police Department, are hereby approved. A Copy of the Grant Agreement is attached to this Resolution and made a part of it.
2. That the Chief of Police, Erika Scheider, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the Ramsey County Housing and Redevelopment Authority.
3. That Dan Roe, the Mayor for the City of Roseville, and Pat Trudgeon, the City Manager, are authorized to sign the HOME-ARP grant agreement.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon a vote being taken thereon, the following voted in favor thereof: _____, _____, _____, _____, and Mayor _____.
and the following voted against the same: _____.

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the _____ day of _____, 2023 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this _____ day of _____, 2023.

SEAL

Patrick J. Trudgeon, City Manager