

## **JOINT POWERS AGREEMENT**

### **Between Ramsey County and the Housing and Redevelopment Authority of Saint Paul, Minnesota for Homelessness Housing at Interfaith Action's Project Home**

#### **I. INTRODUCTION**

Ramsey County (hereinafter "County") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (hereinafter "HRA" or "City") (each a "Party" and collectively the "Parties"), agree on this 12<sup>th</sup> day of July, 2022, to enter into this Joint Powers Agreement (hereinafter "JPA" or "Agreement") pursuant to Minnesota Statutes Section 471.59 for the purpose of supporting homelessness housing through Project Home, as defined herein (the "Program").

#### **RECITALS**

WHEREAS, the County is a political subdivision of the State of Minnesota and has all powers possible for a county to have, as now or hereafter granted or allowed by the constitutions and laws of the United States and the State of Minnesota, as fully as though each power comprised in that authority are specified in its charter; and

WHEREAS, the HRA is a public body corporate and politic established pursuant to the provisions of Minnesota Statutes, Section 469.001, et seq. (the "HRA Act") and has all powers of a housing and redevelopment authority under the HRA Act; and

WHEREAS, Interfaith Action of Greater Saint Paul (hereinafter "Interfaith") is a Minnesota nonprofit corporation that supports families and individuals who are striving to achieve stability and economic mobility and provides critically needed homelessness housing shelter services to families; and

WHEREAS, Interfaith is leasing the Provincial House, located at 1880 Randolph Avenue, from the Sisters of St. Joseph of Carondelet and therein houses approximately 20 families with minor children, almost all under the age of 12, who are experiencing homelessness (hereinafter "Project Home"); and

WHEREAS, the HRA wishes to provides critical funding for Project Home's housing efforts and wishes to do so through the County's existing relationship with Interfaith.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as of the date first written above as follows:

#### **II. PERFORMANCE AND TERM:**

The County, through its employees, agents or contractors, will provide the services described in Section III of this Agreement. The HRA, through its employees, agents or contractors, will provide the services described in Section IV of this Agreement. The time of performance of this JPA shall be from the date first written above and continue until March 31, 2023 (the "Initial Term"), unless extended beyond the Initial Term by mutual written agreement by the Parties (an "Extension Term"). Either Party may terminate this JPA, with or without cause, prior to the end of the Initial Term or any

Extension Term upon thirty (30) days written notice to the other Party (an “Early Termination”).

**III. THE COUNTY SHALL:**

1. Enter into a contract with Interfaith under which Interfaith will provide housing to families with minor children who are experiencing homelessness through Project Home (the “Contract”).
2. Ensure that Project Home is administered in accordance with all applicable federal, state, and local laws, regulations, and standards.
3. Manage the performance of the Contract.
4. Submit disbursement request to the HRA pursuant to Paragraph V of this JPA.
5. Respond to all HRA, City of Saint Paul, and County communications, investigations, or audits.
6. Monitor performance measures and activity compliance in accordance with the scope of services provided in the Contract and report the results of compliance and performance to the HRA representatives and work with HRA representatives to resolve any issues identified.

**IV. THE HRA SHALL:**

1. Provide up to **EIGHT HUNDRED TWENTY-SEVEN THOUSAND, TWO HUNDRED AND FORTY-FOUR AND 00/100 DOLLARS (\$827,244)** to the County, in accordant with the procedures articulated herein, for the operation of Project Home, such that the County can undertake the activities articulated in Section III of this JPA (the “Project Funding”).
2. Coordinate and consult with the appropriate County staff, as needed, with respect to the Project Funding and Project Home activities.
3. Disburse the Program Funding to the County, as provided by the procedure articulated in Section V of this JPA.

**V. DISBURSEMENT PROCEDURE:**

Beginning on July 18, 2022, the HRA will disburse to the County, upon one or more disbursement request(s), the Project Funding. The County will draw down from the Project Funding allowable costs of eligible activities undertaken by Interfaith in accordance with the Contract. The County may use up to 5% of the Project Funding for internal Contract administration, to the extent such is necessary for the County to undertake the activities articulated in Section III of this JPA. At the end of the Initial Term, any respective Extension Term, or upon Early Termination, the County will reimburse unspent Program Funding to the HRA.

**VI. MISCELLANEOUS**

A. General oversight of this JPA shall be directed by the following representative of each Party:

- a. Ramsey County:  
Leigh Ann Ahmad, Manager  
Housing Stability Department  
121 7<sup>th</sup> Place East, Suite 2500  
Saint Paul, MN 55102

- b. Housing and Redevelopment Authority of the City of Saint Paul, Minnesota:  
Travis Bistodeau, Deputy Director  
City Hall Annex  
25 West 4th Street, Suite 1300  
Saint Paul, MN 55102
- B. Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Party will be responsible for its own acts and omissions and those of its officers, agents and employees with respect to any claims, lawsuits, or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this Agreement. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each Party is entitled to by law. In accordance with Minnesota Statutes 471.59, for purposes of determining total liability for damages, the Parties shall be considered a single governmental unit and the total liability for the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in section Minnesota Statutes Section 466.04, subdivision 1.
- C. The Parties agree that government data created pursuant to the Program and this JPA will be treated and shared in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and any other applicable data privacy laws. Staff from each Party shall have access to government data created pursuant to the Program, but only to the extent necessary to carry out the Program.
- D. Upon request from the other, each Party agrees to make available any necessary programmatic and financial information necessary for audit preparation, Program oversight, or other purposes necessary to meet federal or state reporting and accountability requirements.
- E. This Agreement specifically authorizes the joint exercise of solicitation and contracting powers. Each Party, however, will execute its own contracts directly with and all ordering and payments will be the sole responsibility of such Party and in no event shall be the obligation, liability, or responsibility of the other.
- F. Nothing in this Agreement shall be construed as the creation of a new governmental body or a joint board, as that term is used in Minnesota Statutes Section 471.59.
- G. County shall select the means, method, and manner of performing the services herein. Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Parties hereto or as constituting County as the agent, representative or employee of HRA for any purpose or in any manner whatsoever. County is to be and shall remain an independent contractor with respect to all services performed under this JPA. Any and all personnel of County or other persons while engaged in the performance of any work or services required by County under this JPA shall have no contractual relationship with HRA and shall not be considered employees of HRA.
- H. Pursuant to Chapter 24 of the Saint Paul Administrative Code, both the HRA and County must comply with City of Saint Paul's Code of Ethics. The County affirms that to the best of its knowledge, the County's involvement in this Agreement does not result in a conflict of interest. Should any conflict or potential conflict of interest become known to the County, the County shall immediately notify the HRA of the conflict or potential conflict, specifying the part of this JPA giving rise to the conflict or potential conflict. Unless waived by the HRA, a conflict or

potential conflict may, in the HRA's reasonable discretion, be cause for cancellation or termination of this Agreement.

- I. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Jurisdictions shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

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**HOUSING AND REDEVELOPMENT  
AUTHORITY OF THE CITY OF SAINT  
PAUL, MINNESOTA**

By: \_\_\_\_\_  
Chair/Commissioner

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Director, Office of Financial Services

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant City Attorney

**RAMSEY COUNTY, MINNESOTA**

By: \_\_\_\_\_

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

Trista Matascastillo, Chair

Ramsey County Board of Commissioners

By: \_\_\_\_\_

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

Mee Cheng, Chief Clerk

Ramsey County Board of Commissioners

Approval recommended:

\_\_\_\_\_

Alex Kotze, CFO

Finance Department

Approved as to form:

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Stacey D'Andrea, Assistant County Attorney