

JOINT POWERS AGREEMENT

Between City of Saint Paul and Ramsey County For Emergency Shelter Facilities

I. INTRODUCTION:

The City of Saint Paul (hereinafter the “City”) and Ramsey County (hereinafter the “County”), agree on this _____ day of _____, 2026 to enter into this Joint Powers Agreement (hereinafter the “JPA” or “Agreement”) pursuant to Minnesota Statutes Section 471.59. The City and County agree to exercise their common and cooperative powers to administer the operation of Emergency Shelter Facilities (hereinafter “Emergency Shelter Facilities”). The City and County are each a “Party” and collectively the “Parties.”

Recitals

WHEREAS, the City receives Local Affordable Housing Aid (LAHA) funds that it uses to address housing needs within Saint Paul, and desires to distribute a portion of its LAHA funds to support the operation of emergency shelter facilities, including the costs of providing services; and

WHEREAS, the County also receives LAHA funds and has the legal authority, operational capacity, and infrastructure to assist local emergency shelter service providers, including by contracting for services and providing emergency shelter space, consistent with applicable LAHA requirements; and

WHEREAS, the Parties acknowledge the need to respond to unsheltered homelessness in the communities they jointly serve and that a coordinated partnership will accelerate assistance; and

WHEREAS, the Parties agree that the City will make City LAHA funds available to the County, and the County will administer eligible activities on the City’s behalf under this Agreement; and

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual undertakings and agreements herein set forth, the Parties agree as of the date first written above, to enter into this JPA as follows:

II. PERFORMANCE AND FUNDING:

The County, through its employees, agents or contractors, will provide the services described in Section III of this JPA on behalf of City. The City, through its employees, agents or contractors, will provide the services described in Section IV herein.

The time of performance of this JPA shall be from the date the JPA is signed by all Parties and continue through December 31, 2028 (“Term”). The Term of this Agreement may be extended through an amendment to this Agreement by the Parties in writing.

III. COUNTY AGREES TO:

1. Select Grant subrecipients with shelter facilities located in Saint Paul and competent to implement and operate emergency shelter facilities and provide services under this Agreement.
2. Enter into contracts with the selected subrecipients (hereinafter "Subrecipient Agreement(s)") to operate emergency shelter facilities and provide emergency shelter assistance to individuals located in Saint Paul. It is understood that such emergency shelter facilities will not verify individuals' locations prior to entering shelter. The Subrecipient Agreements must be separate from any contracts for the implementation of other County programs that receive HUD funds from the City.
3. County shall ensure that the Subrecipient Agreements are administered in accordance with all applicable laws, regulations, and standards, including, without limitation, Minnesota Statutes Section 477A.35. The County shall require any subrecipients to comply with all such applicable requirements.
4. County shall use City LAHA funds provided under this Agreement solely for eligible projects and qualifying uses authorized by Minnesota Statutes Section 477A.35.
5. Manage the performance of any subrecipient under the applicable Subrecipient Agreement.
6. Submit reimbursement requests to City pursuant to Section V hereof.
7. Conduct annual reporting requirements with respect to activities funded by this Agreement. By November 1 of each year of this Agreement, County shall, and shall cause its subrecipients to, provide to City all information requested by City to comply with the reporting requirements found in Minnesota Statutes Section 477A.35, Subd. 6.
8. Promptly respond to any City communications, investigations, or audits.
9. County shall maintain complete and accurate records of all administrative costs incurred under the Agreement. If some services undertaken by County are funded, in whole or in part, from funding sources other than those provided under this Agreement, the County shall separately track and allocate administrative costs to each applicable funding source, ensure that no administrative cost is charged or reimbursed more than once across funding sources, including, as applicable, time, reporting, and other documentation requirements for personnel costs.
10. As required in Minnesota Statutes Section 477A.35, Subd. 5a(a), County must use the City LAHA funds to supplement, not supplant, existing locally funded housing expenditures.

IV. CITY AGREES TO:

1. Coordinate and consult with the appropriate County staff about the operation of Emergency Shelter Facilities and associated services and activities.

2. Monitor the County in accordance with a monitoring plan jointly created with County, which must be consistent with City subrecipient monitoring policies and LAHA Requirements as required in Minnesota Statutes Section 477A.35.
3. Disburse \$1,080,000 of City LAHA funds to County, as provided by Section V. The City may make available additional funds for the Agreement at its discretion.
4. No later than December 1 of each year, the City will submit an annual report to the Minnesota Housing Finance Agency for the use of its LAHA funds under this Agreement as required by Minnesota Statutes Section 477A.35, Subd. 6.

V. DISBURSEMENT PROCEDURE

City will disburse LAHA funds to County to reimburse allowable costs of eligible activities undertaken by the County and subrecipients under Subrecipient Agreements described in Section III of this JPA in accordance with the following disbursing procedures:

- (a) At least quarterly, but no more often than monthly, County will submit to City a Reimbursement Request in the form attached hereto as Exhibit A, duly executed on behalf of County, setting forth the information requested therein.
- (b) At the time of submission of each Reimbursement Request, County shall submit such supporting evidence as may be reasonably requested by City to substantiate all payments that are to be made under the relevant Reimbursement Request and/or to substantiate all payments then made with respect to the City LAHA funds.
- (c) City shall disburse funds within 35 days of a verified Reimbursement Request.

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

- (a) County agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by Generally Accepted Accounting Principles to properly account for expenses incurred under this JPA. The County shall ensure that all payments are made in accordance with applicable federal, state, and local laws. The County shall maintain appropriate segregation of duties for payment processing and related financial transactions.
- (b) Pursuant to Minnesota Statutes Section 138.17 and Section 15.17, the County will retain all records pertinent to expenditures incurred under this JPA in a legible form for a period of six (6) years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this JPA shall be retained for six (6) years after final disposition of such property.
- (c) County agrees that City, the Minnesota State Auditor, or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of County and involve transactions relating to this

JPA.

VII. MERGER AND MODIFICATION:

(a) It is understood and agreed that the entire agreement between the Parties is contained herein and that this JPA supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. The recitals and exhibit referenced in this JPA are incorporated herein by reference and deemed to be a part of this JPA.

(b) Any alterations, variations, modifications, or waivers of provisions of this JPA shall only be valid when they have been reduced to writing as an amendment to this JPA signed by both Parties.

VIII. TERMINATION:

(a) Either Party may terminate this Agreement if the other party violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. If a Party exercises its right to terminate under this Section, it will submit written notice to the other Party, specifying the nature of the breach and the date by which such breach must be cured.

In the event of termination and subject to the terms and conditions of this Agreement, City will pay County for all activities that County has performed up to the date of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the County must take all actions necessary to discontinue further commitments of City funds to the extent that they relate to the terminated portions of this Agreement.

(b) Either Party may terminate this agreement without cause upon giving sixty (60) calendar days written notice to the other Party.

IX. INDEPENDENT CONTRACTOR:

County shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting County as the agent, representative or employee of City 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. 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 City and shall not be considered employees of City.

X. ACTS AND OMISSIONS:

Each party shall be responsible for its own acts or omissions in the performance of this Agreement. Accordingly, neither party shall be responsible for the acts or omissions of the other party in connection with this Agreement. The parties' liability is governed by the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws.

XI. CODE OF ETHICS:

The Parties affirm, that to the best of their knowledge, their involvement in this Agreement does not result in a conflict of interest. Should any conflict or potential conflict of interest become known the Party shall immediately notify the other Party of the conflict or potential conflict, specifying the part of this JPA giving rise to the conflict or potential conflict.

XII. DISTRIBUTION OF ASSETS:

Upon conclusion of the Term of this JPA, the County will promptly return any unexpended City LAHA funds to the City.

XIII. MISCELLANEOUS:

(a) Amendments. This JPA may be amended at any time by written agreement of both Parties.

(b) Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of the performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (“MGDPA”), or any other applicable state statutes, any state rules adopted to implement the MGDPA, as well as federal statutes and regulations on data privacy. If any provision in the Agreement is in conflict with the MGDPA or other Minnesota state laws, state law shall control.

(c) No New Entity or Joint Board. Nothing in this JPA shall be construed as the creation of a new governmental body or a joint board, as that term is used in Minnesota Statutes Section 471.59.

(d) Electronic Signatures. The Parties agree that the electronic signature of a Party to this Agreement be valid as an original signature of such Party and shall be effective to bind such party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any Party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

[INTENTIONALLY LEFT BLANK - SIGNATURES TO FOLLOW]

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

EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE:

CITY OF SAINT PAUL

RAMSEY COUNTY

By: _____

By: _____

Mayor or Assistant Mayor

Chair, Ramsey County Board of Commissioners

By: _____

By: _____

Director, Office of Financial Services

Ramsey County Board of Commissioners

By: _____

By: _____

Director, Planning & Economic Development

Director, Ramsey County Housing

By:

APPROVED AS TO FORM

APPROVED AS TO FORM

Assistant City Attorney

Assistant County Attorney

EXHIBIT A

REIMBURSEMENT REQUEST FORM

Request #	period ended	X if sales tax exempt #	FY	vendor #
				75 R41
project title	program		Program Total	
agency name	phone		Start date	
Ramsey County			End date	
street address	zip code		Purchase Order Number	
121 7th Pl E, Suite 4200	55101		N/A	
project manager	title			

LAHA ALLOCATIONS IDIS ACTIVITY ID	TOTAL GRANT BUDGET {A}	PRIOR EXPENDED TO DATE {B}	EXPENDED FOR PERIOD {C}	TOTAL EXPENDED TO DATE {D}	UNEXPENDED BALANCE {A-D}
Program Total	\$0.00				
Admin	*Proj Code, e.g. 2401	\$ -	\$ -	\$ -	\$ -
RAMSEY COUNTY	* full accounting string)	\$ -	\$ -	\$ -	\$ -
Shelter		\$ -	\$ -	\$ -	\$ -
RAMSEY COUNTY					
Subs		\$ -	\$ -	\$ -	\$ -
Subs		\$ -	\$ -	\$ -	\$ -
Subs		\$ -	\$ -	\$ -	\$ -
...		\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Amount Requested This Reimbursement

\$ -

Prepared by name (type or print)

phone (business day)

checked by initials

PED accounting
initials & date

CERTIFICATE OF CONTRACTING AGENCY:

I hereby certify that the costs incurred to date as shown above represent the actual value of costs incurred under the terms of the contract between the City of Saint Paul and this organization. I also certify that all federal, state, and local regulations regarding expenditures and accounting procedures have been followed.

COMPLIANCE SECTION

Signature (required)

title

date

PED compliance initials Date

CITY APPROVAL:

I have performed a desk review of this request for payment of the attached expenditures and I hereby certify that all expenditures are eligible, properly documented, and meet the program requirements.

Name and Signature (required)

title

date