

# Ramsey County and City of Saint Paul Familiar Families Grant Agreement

This Grant Agreement is between is Ramsey County ("County"), a political subdivision of the State of Minnesota, and the City of Saint Paul, a Minnesota municipal corporation ("City"). The County and City each a "Party" and collectively the "Parties."

# **Background**

- A. The County and City are empowered to enter into this grant agreement.
- B. The County agrees to perform all services described in this grant agreement to the satisfaction of the City.

#### **Terms and Conditions**

#### 1. County Duties

The County will undertake the following activities in implementing the Familiar Families pilot program:

# 1.1 Overview

County will implement the Familiar Families pilot program designed to support up to 5 families at a time who have not been successful in traditional shelters because of multiple, complex, and persistent needs. This pilot program would provide shelter and trauma-informed wrap-around services.

# 1.2 Eligibility of participants

Families that meet both of the following criteria would be prioritized for this pilot, and families meeting just one of the eligibility factors will be prioritized in the second group:

- a. Families with a history of 4+ years experiencing homelessness (McKinney-Vento definition); homelessness does not have to be sequential, and
- b. Families that have been restricted/banned from at least one existing family shelter or a County-funded hotel program.

## 1.3 Services Goals and Expectations

a. 5 families ≈ 20 individuals, the majority of whom are children

- b. 20 individuals x est. average shelter stay of 4 mo. ≈ 60+ individuals/year in initial pilot
- c. Shelter would be provided to these families via a motel space or other space. Shelter provider must be equipped to address behaviors and circumstances that are problematic in traditional shelters, including verbal violence.

#### 1.4 Services

- c. County will establish robust wrap-around services to support family stabilization, which includes but is not limited to culturally specific resources, educational stability, peer support from those with lived experience, and mental and chemical health resources for children and parents.
- d. Wrap-around services should be provided for 1 year after stable housing is attained, including continuation if the family obtains Permanent Supportive Housing (PSH) to ensure a seamless transition from the shelter service provider to the PSH provide.
- e. County will contract for pilot program services, adhere to the County's procurement policies and procedures, and ensure all required legal standards are included in resulting agreements.

## 1.5 Reporting

The City and County will establish a reporting framework and cadence throughout the term of this Agreement.

#### 2. Term

a. Effective date:

December 20, 2025, or the date the City obtains all required signatures, no work can begin, and no payments will be made to the County until this grant agreement is fully executed.

## b. Expiration date:

December 19, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The City may continue the term of this Agreement as funding and authority exist.

## 3. Consideration and Terms of Payment

- a. Funding is provided through the City of Saint Paul's Housing and Redevelopment Authority.
- b. The total obligation of the City for all compensation to County shall not exceed five hundred thousand Dollars (\$500,000).
- c. The County will submit invoices to the City in a consistent format and no more frequently than once per month.

## 4. Authorized Representative

The City's Authorized Representative is Jules Antanaga, jules.atangana@ci.stpaul.mn.us, who has the responsibility to monitor the County's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the City's Authorized Representative will certify acceptance on each invoice submitted for payment.

The County's Authorized Representative is Naly Yang, naly.yang@co.ramsey.mn.us, Interim Director, Ramsey County Housing Stability Department.

Should the Authorized Representative change at any time during this Agreement, the Parties must promptly notify the other Party in writing.

#### 5. Data Practices

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

# 6. Compliance with Applicable Law

The Parties agrees to comply with all applicable federal, state and local laws, regulations or ordinances.

# 7. Audit

The County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

# 8. Indemnification

Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Party agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the

extent authorized by law, and will not be responsible for the acts and omissions of the other Party or their employees, elected officials, and agents, or for any liability resulting therefrom.

Nothing in this Agreement constitutes a waiver by either Party of any limitation of liability under Minnesota Statutes Chapter 466, or any other statutory or common law immunities, limits, or exceptions on liability. In accordance with Minnesota Statutes section 471.59, for purposes of determining total liability for damages, the Parties shall be considered a single governmental unit with respect to the pilot program 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.

#### 9. Insurance

The County is self-Insured under the provisions of Minnesota Statutes Chapter 466. Such coverage includes tort liability with limits of liability as defined by this chapter. The coverage afforded under this self-funded program extends to County employees for activities arising out of the course and scope of their employment as defined under Section 466.07.

The self-funded program includes the liability of an officer or an employee or agent for tort arising out of an alleged act or omission occurring in the performance of duty, subject to the statutory limits of \$500,000 per claimant/\$1,500, 000 for any number of claims arising out of a single occurrence for the liability of the County for any claim within the scope of sections 466.01 to 466.15.

Furthermore, the State of Minnesota designates the County as a qualified self-insurer for workers' compensation and motor vehicle liability. The County self-insures for workers' compensation as required by law. Nothing in this section shall constitute a waiver by the County of any of its statutory or common law immunities, limits, or exceptions on liability.

#### 10. Termination

Either party may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice to the other Jurisdiction.

# 11. Assignment

Neither Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Agreement, including authorized representatives.

#### 12. Amendments

Any amendment to this Agreement must be written and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, including authorized representatives.

#### 13. Waiver

If either Party fails to enforce any provision of this Agreement, that failure does not waive the provision or other Party's right to enforce it.

## 14. Severability

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

# 15. 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 including but not limited to: war, storms, flooding, fire, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

#### 16. Conflict of Interest

The Parties 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.

# 17. Publicity

The Parties shall mutually agree regarding any publicity regarding the Familiar Families Pilot Program.

### 18. 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 City, Minnesota.

#### 19. Entire Agreement

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