

Agreement Between
City of Saint Paul
And
Saint Paul Public Housing Agency
For
Parkway Apartment Project

This **Agreement** (the “Agreement”), entered into as of the ____ day of _____, 202____, is made and entered into pursuant to Minnesota Statutes § 471.59, among the **City of Saint Paul, Minnesota** (the “City”) with its offices located at 25 West Fourth Street, St. Paul, MN 55102 and the **Saint Paul Public Housing Agency** (the “PHA”), with its offices located at 555 Wabasha Street North, Suite 400, St. Paul, MN 55102 (the City and PHA are collectively referred to as the “Parties” and individually as a “Party”).

A. RECITALS

WHEREAS, pursuant to the provisions of Minnesota Statutes Section 471.59, two or more governmental units, by agreement entered into through action of their governing bodies, are authorized to enter into agreements to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for another governmental unit; and

WHEREAS, the City and the PHA are governmental units as defined under Minn. Stat. §471.59; and

WHEREAS, the PHA awarded vouchers through the Project Based Voucher Program (“PBV Program”) for an affordable-housing development known as Parkway Apartments, located at 1428 7th Street East, St. Paul, Minnesota (the “Project”); and

WHEREAS, the federal regulations require that the Project comply with the Federal Davis-Bacon and Related Acts Labor Standards (“DBRA”); and

WHEREAS, the City provided a deferred loan of \$1,500,000 of Federal HOME funds to The Parkway Limited Partnership (“Developer”) to assist in financing the Project; and

WHEREAS, the PHA and the City wish to enter into this Agreement to reflect the understanding between the Parties related to monitoring of the DBRA compliance requirements at the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

B. AGREEMENT

1. Term. This Agreement is effective on _____ and will terminate upon Project completion. For the purposes of this Agreement, the Project is complete once the Developer has received final payment for the Project and written compliance approval from the City.
2. PHA Responsibilities. Unless otherwise specified in this Agreement, the PHA will:
 - a. Maintain responsibility, including any monitoring requirements, for all PBV Program compliance matters as they relate to its award of vouchers to the Project throughout the course of the Project, and after the Project has been completed;
 - b. Notify the City of any DBRA/prevaling wage complaints it receives or about which it has knowledge; and
 - c. Submit any DBRA-related documents to the City that PHA receives from contractors.
3. City Responsibilities and Exclusions. For United States Department of Housing and Urban Development (HUD) Home Investments Partnerships Program (HOME) funding only, the City agrees to:
 - a. Collect and review payroll records to monitor compliance with DBRA for all construction activity completed on the Project;
 - b. Review and resolve DBRA complaints made by onsite workers;
 - c. Submit additional classification requests to the Department of Labor as needed;
 - d. Supply to the PHA read-only rights to LCPtracker until Project completion; and
 - e. Supply to the PHA upon written request additional employee-related documents that the City has determined necessary to verify DBRA compliance (Contractor Profiles, employee benefit statements, copies of employee checks, etc.) in relation to the HOME funds and intends to keep for City record-keeping purposes. Any document and/or data that the City provides to PHA is subject to the requirements of the Minnesota Government Data Practices Act, and the character of the data provided to the City will retain the same character if distributed to the PHA;
 - f. Provide written confirmation that the Project has been monitored in accordance with the Davis Bacon and Related Acts requirements upon completion of construction.

The City will only notify the PHA of DBRA violations upon the PHA's written request. The City will only draft or submit any DBRA-related federal regulatory reports on behalf of the City related to the HOME funding source. The PHA has full and complete responsibility for drafting and submitting any federal regulatory reports in relation to the PBV Program, though it may work with the City to obtain any information obtained through any wage monitoring, subject to the terms and conditions of this Agreement.

C. GENERAL TERMS

1. **Liability.** 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 to or will result in a waiver of the defenses or immunities, or monetary limits on damages that each is entitled to by law. Notwithstanding the foregoing, the City will not have any liability for any penalties, interest or attorney's fees that the PHA may incur in connection with any adverse action taken by the federal government, or its agencies, or if the federal government, or its agencies, seeks to recoup any PBV Program-related funds. The City also does not assume any liability on behalf of the PHA for any DBRA compliance requirements, nor does the City assume any liability for any PBV Program compliance requirements. The PHA's duties and obligations within this section shall survive termination or expiration of this Agreement.
2. **Termination.** Either Party may terminate this Agreement for any reason by giving the other Party 45-days prior written notice.
3. **Amendments.** Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.
4. **Data Practices.** All data collected, created, received, maintained or disseminated for any purpose throughout the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or 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.
5. **Record Retention.** The Parties will maintain all business records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement. The Parties agree to make such materials available at its office at all reasonable times during the Agreement period and for six (6) years from the date of the end of the Agreement for audit or inspection by the City, the PHA, HUD, the Auditor of the State of Minnesota, or other duly authorized representative or agency. If any litigation, claim, or audit is started before the expiration of any required record retention period, the Parties must retain the records until all litigation, claims or audit findings involving the records have been resolved and final action taken.
6. **Notice.** All notices must be in writing and delivered to such address as shown below or to such other address as the City or the PHA may designate in writing. Notice may also be delivered via electronic mail excluding notice under paragraph three (3) of this Agreement.

PHA: Saint Paul Public Housing Agency
555 Wabasha Street North, Suite 400
Saint Paul, MN 55102
Attn: Dominic Mitchell, HCV Programs Director

City: Department of Human Rights and Equal Economic Opportunity
15 Kellogg Blvd, Suite 280
Saint Paul, MN 55102
Attn: Director

and

Department of Planning and Economic Development
1100 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102
Attn: Director

7. Counterparts. The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
8. Electronic Signatures. The Parties agree that the electronic signature of a Party to this Agreement is as valid as an original signature of such Party and is effective to bind such Party to this Agreement.

(The remainder of this page is intentionally left blank)

This signature page is attached to the Agreement between the PHA and the City.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY:

City of Saint Paul, Minnesota

By: _____
Its: Mayor or Deputy Mayor

By: _____
Its: Director of Planning and Economic Development

By: _____
Its: Director or Designee, Office of Financial Services

By: _____
Its: Director, Human Rights & Equal Economic Opportunity

Approved as to form

Assistant City Attorney

This signature page is attached to the Agreement between the PHA and the City.

PHA:

Saint Paul Public Housing Agency

By: _____
Its: Housing Choice Voucher Programs Director