

**JOINT POWERS AGREEMENT REGARDING
TRANSFER OF DISCRIMINATION AND LABOR STANDARDS CASES BETWEEN THE CITY OF
MINNEAPOLIS AND THE CITY OF SAINT PAUL**

THIS JOINT POWERS AGREEMENT REGARDING TRANSFER OF DISCRIMINATION AND LABOR STANDARDS CASES BETWEEN THE CITY OF MINNEAPOLIS AND THE CITY OF SAINT PAUL (hereinafter referred to as the “Agreement”) is by and between the **City of Saint Paul, a municipal corporation, acting on behalf of its Human Rights and Equal Economic Opportunity Department** (hereinafter referred to as “Saint Paul”), and the **City of Minneapolis, a Minnesota home charter city, acting on behalf of its Civil Rights Department** (hereinafter referred to as “Minneapolis”).

WHEREAS, both parties have a need to, at times, transfer cases to an outside entity for investigation because of a conflict of interest or other reasons; and

WHEREAS, both parties are tasked with enforcing their human or civil rights and labor standards ordinances by investigating complaints of discrimination and labor standards violations and making determinations on the merits of those complaints; and

WHEREAS, the Saint Paul Human Rights Ordinance and Minneapolis Civil Rights Ordinance are largely parallel in their prohibitions against discrimination; and

WHEREAS, the Saint Paul Labor Standards Ordinances and the Minneapolis Labor Standards are largely parallel in their prohibitions against labor standards violations; and

WHEREAS, both parties are willing to provide investigative services to one another when a need for transfer arises;

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes § 471.59, commonly known as the Joint Powers Act, and/or Minnesota Statutes §§ 626.76 and 626.77, and in consideration of the mutual covenants herein contained and the benefits that each party hereto shall derive hereby, Saint Paul and Minneapolis mutually agree as follows:

1 PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the terms and conditions whereby Minneapolis and Saint Paul will request, accept and process transferred discrimination and labor standards cases from one another.
- 1.2 The parties will exercise their best efforts to transfer cases only when absolutely necessary. The parties acknowledge and agree that resource availability fluctuates and any case transfer requests are subject to approval by the party accepting the transferred case.

2 CRITERIA FOR TRANSFERRING A CASE

- 2.1 When seeking to transfer a case, the parties agree to meet the following criteria:
 - 2.1.1 The party seeking to transfer a case must submit the request in writing to the other party.
 - 2.1.2 That writing must include named parties, the reason for the requested transfer, a brief description of the factual allegations of the case, the legal issues identified, and a summary of any investigative steps already completed.

3 ACCEPTANCE OF A CASE TRANSFER

- 3.1 When accepting a case transfer, the parties agree to:
 - 3.1.1 Respond in writing to the request seeking to transfer a case within 30 days.
 - 3.1.2 That the writing must indicate whether the case will be accepted or request additional information to determine whether to accept the case.

- 3.1.3 Parties agree only to accept transfer cases whereby they would normally have jurisdiction to investigate had the alleged discrimination or labor standards violation occurred within the party's city limits.
- 3.2 Once a transfer is accepted, both parties will communicate to the Complainant and Respondent that the case has been transferred and who the investigative authority now is.
 - 3.2.1 The party accepting the case transfer will include in this communication the proper contact information for the parties to reach the agency with investigative authority, as well as any next steps to expect.
- 3.3 The party who requested the transfer must, consistent with the obligations and restrictions provided by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, provide to the party accepting the transfer all case documents that may exist including but not limited to the complaint; intake notes; the charge of discrimination; notice of investigation, position statements; rebuttal statements; evidence requested and evidence received; interview recordings or transcripts; and draft decisions.

4 CRITERIA FOR PROCESSING OF A TRANSFERRED CASE

- 4.1 Following acceptance of a case transfer, the parties agree to meet the following criteria:
 - 4.1.1 Absent extraordinary circumstances, the investigation of the transferred case must be completed within one year of the transfer.
 - 4.1.2 The party investigating the transferred case must contact the parties when a decision on the merits is reached, provide a copy of that decision and provide a method to appeal the decision.
 - 4.1.3 The party investigating the transferred case must inform the party who made the transfer within 30 days of case closure. The investigating party is under no obligation to provide additional information to the party who made the transfer.

5 TERM OF AGREEMENT

- 5.1 **Effective Date.** April 1, 2024, or the date all required signatures are obtained under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 5.2 **Expiration Date.** April 1, 2029, unless otherwise terminated earlier by either party.

5 TERMINATION

- 5.1 Minneapolis or Saint Paul may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party.

6 COMPENSATION AND OTHER COSTS

- 6.1 Neither party shall be financially compensated for work completed on a transferred case.

Each party will fully compensate its own employees for any services provided pursuant to this Agreement. Each party assumes full responsibility for its own lost or damaged equipment regardless of the cause of such loss or damage. The parties agree that each party is fully responsible to cover all costs associated with transferring discrimination and labor standards cases.

Each party shall be responsible for injuries or death of its own personnel. Each party shall maintain workers compensation insurance or self-insure coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers compensation benefits paid to its own employees or volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

7 AGREEMENT MANAGEMENT/AUTHORIZED REPRESENTATIVES

- 7.1 The Saint Paul Authorized Representative for matters regarding this Agreement shall be:
 - Name: Kyle Dareff
 - Address: Department of Human Rights and Equal Economic Opportunity
15 West Kellogg Blvd.

280 City Hall
Saint Paul, MN 55102
Telephone: 651-266-8927
Email: Kyle.Dareff@ci.stpaul.mn.us

7.2 The Minneapolis Authorized Representative for matters regarding this Agreement shall be:

Name: Kaela McConnon Diarra
Address: Minneapolis Civil Rights Department
350 South 5th Street Rm 239
Minneapolis, MN 55408
Telephone: 612.673.2507
Email Address: Kaela.McConnonDiarra@minneapolismn.gov

8 WORK PRODUCTS, RECORDS, DISSEMINATION OF INFORMATION

8.1 Both parties agree to abide strictly by Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act (“MGDPA”) and Minnesota Statute § 363A.35. All of the data created, collected, received, stored, used, maintained or disseminated by parties in performing any functions under this Agreement is subject to the requirements of the MGDPA and the parties must comply with those requirements. If any provision of this Agreement is in conflict with the MGDPA or other Minnesota state laws, state law shall control.

9 RESPONSIBILITY; NO WAIVER OF IMMUNITIES

9.1 To the extent provided by law, each party agrees to defend and indemnify its own employees for all actions taken pursuant to the provisions of services under this Agreement. Subject to Minnesota Statutes Chapter 466 and Minnesota Statutes §§ 3.732 and 3.736, each party will be responsible for all claims, actions, and direct damages caused by its own negligence or breach of this Agreement, including the acts of their respective employees when acting in the course and scope of their employment duties.

9.2 It is understood and agreed that each party’s liability shall be limited by provisions of Minnesota Statutes, Chapter 466 (“Tort Liability, Political Subdivisions”) and Minnesota Statutes §§ 3.732 and 3.736 and other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend, any defense or immunity that either party and their respective officials and employees may have under Minnesota Statutes Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

10 AMENDMENT OR CHANGES TO AGREEMENT

10.1 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties hereto, after all appropriate and necessary authority has been acquired by each such party.

10.2 Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term “this Agreement” as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

11 NOTICES

Except as otherwise stated in this Agreement, all notices or demands to be given under this Agreement shall be delivered in person or deposited as United States Certified Mail with Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To the Minneapolis Civil Rights Department:
Kaela McConnon Diarra
Minneapolis Civil Rights Department
350 South 5th Street Rm 239

Minneapolis, MN 55408

To the Department of Human Rights and Equal Economic Opportunity:
Kyle Dareff
Saint Paul Department of Human Rights and Equal Economic Opportunity
15 West Kellogg Blvd.
280 City Hall
Saint Paul, MN 55102

12 INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

13 ENTIRE AGREEMENT

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF MINNEAPOLIS

By: _____

Name: Margaret Anderson-Kelliher
Its: Civil Rights Department Director

Date: _____

By: _____

Name: Alexander Kane
Its: Assistant City Attorney

Date: _____

CITY OF SAINT PAUL

By: _____

Name: Jaime Tincher
Its: Deputy Mayor, City of Saint Paul

Date: _____

By: _____

Name: Andrea Ledger
Its: Interim Director, Human Rights & Equal Economic Opportunity

Date: _____

By: _____

Name: John McCarthy
Its: Director, Office of Financial Services

Date: _____

Approved as to Form

By: _____

Name: Alex Dumke
Its: Assistant City Attorney

Date: _____