

JOINT POWERS AGREEMENT

This agreement is entered into this _____ day of July, 2020, between Ramsey County, Minnesota, through the Saint Paul – Ramsey County Public Health Department, 90 Plato Boulevard West, Ste 200, Saint Paul, MN 55107, and the City of Saint Paul, 300 City Hall/Courthouse, 15 W. Kellogg Avenue, Saint Paul, MN 55102.

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, both the County and the City have an interest in reducing gun violence in Ramsey County; and

WHEREAS, the Mayor’s 2020 budget allocated \$300,000.00 to be used to support an initiative of Saint Paul - Ramsey County Public Health called Healing Streets;

Now, therefore, parties agree as follows:

- 1. Purpose:** The purpose of this Joint Powers Agreement (“JPA”) is to reduce gun violence in Ramsey County through an initiative of Saint Paul - Ramsey County Public Health called Healing Streets. The program, adapted from group violence initiative (GVI) models that take a preventative, public health approach to addressing gun and group violence in communities rather than at an individual or law enforcement approach, is structured as a community-centered healing based approach.
- 2. Term of Agreement.** This JPA will be effective when fully signed and will continue in full force and effect until terminated pursuant to Paragraph 11.
- 3. Scope.** The initiative will focus on prevention, intervention and training.
 - A. Prevention will entail:
 - Working with identified community partner agencies to provide education and support to increase awareness of the impacts of gun and group violence.
 - Collaborating on advocacy training to create community groups which can support people and communities impacted by gun and group violence, and provide immediate support after a violence incident to prevent further violence.
 - Working with high school and middle school students to teach youth conflict resolution skills, peer mediation, and leadership skills.
 - B. Intervention will include:
 - providing post-incident support at hospitals,
 - conducting retaliatory conflict mediation, and on-going support to those impacted most closely.
 - assistance to people moving to a physically safe space
 - referrals to services that support long-term positive choices such as employment assistance, job training, education, and/or health and mental health care.

- helping participants create positive, supportive social networks; rebuild trust in the family;
- Youth, young adults, perpetrators of gun violence and persons directly impacted by gun violence in Ramsey County

C. Healing will involve:

- Trained grief counselors to provide support groups specific to gun and group violence for victims, their families, and communities.
- Private grief groups for individuals and families, as well as community vigils and grief circles.
- Teaching participants basic knowledge of grief, how to identify grief, and healthy skills for dealing with grief.
- Groups will focus on building natural support networks and community connections.

4. Authorized Representatives.

The City's Authorized Representative is Jaime Tincher, Deputy Mayor, Office of Mayor Melvin Carter, City of Saint Paul, 15 Kellogg Boulevard West, Suite 390 Saint Paul, MN 55102, 651-266-8569.

The County's Authorized Representatives are Ryan T. O'Connor, Ramsey County Manager, 15 Kellogg Boulevard West Suite 250, 651.266.8009 and Kathleen Hedin, Director – Ramsey County Public Health 90 Plato Blvd. W, suite 200 Saint Paul, MN 55107, 651.266.246.

5. Payment. County shall submit a monthly invoice to the City which details the work performed, time spent by each individual being paid for work performed pursuant to this JPA and any other relevant information to support the invoice. Upon review and acceptance of the invoice, the City will make payment within thirty-five days.

6 Liability. 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 is entitled to by law.

7. Books and Records. Pursuant to Minn. Stat. § 16C.05, subdivision 5, Ramsey County must maintain books, records, documents, and accounting procedures and practices relevant to this agreement for a minimum of six years from the end of this agreement, and make them available for examination by the City or the State Auditor as appropriate.

8. Reports. The County will provide quarterly reports to the City which at a minimum will provide

quantitative data on the number of participants, number of groups held, dates of events, demographics, location, and whether it was a community or private group, etc.

9. **Government Data Practices.** Both parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated under this agreement.

10. **Amendments.** Any amendments or modification to this Agreement must be in writing and signed by both parties.

11. **Termination.**

A. For Cause If a party believes that there has been a breach of the duties under this JPA by the other party it may give written notice of default to the other party, which must include a statement of the basis for default, the steps needed to cure, and granting a reasonable period, but not to exceed ten working days, to cure.

B. Non -Appropriation. If the City fails to appropriate money for the program past the initial appropriation of \$300,000, the JPA will terminate when funding has run out. Upon notice of non-appropriation the City representative will notify the County within ten working days of the date through which funding is available. If work has been done at the direction of the City before the County is given such notice, the County is entitled to payment for any such directed work and shall submit a final invoice for payment.

Nothing herein obligates the City to appropriate additional money or to select the project as a priority budget item.

12. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Minnesota. Any disputes relating to or arising from this Agreement shall be venued in the courts located in Ramsey County Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written above.

CITY OF SAINT PAUL

RAMSEY COUNTY

Mayor

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Director of Finance

Janet Guthrie, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Director of HREEO

Approved as to form and insurance:

Assistant County Attorney

Date: _____