

**Joint Powers Agreement Among the City of Saint Paul, Hennepin County, Ramsey County, Anoka County, Washington County CDA, Dakota County CDA, and the Minneapolis Public Housing Authority for HUD Section 3 Program Services**

This Agreement is made and entered into pursuant to Joint Powers Act; Minnesota Statutes § 471.59, among the City of Saint Paul, Hennepin County, Ramsey County, Anoka County, the Washington County Community Development Agency (WCCDA), the Dakota County Community Development Agency (DCCDA), and the Minneapolis Public Housing Authority, hereinafter collectively known as "the Collaborative."

WHEREAS, each member of the Collaborative ("Member") operates its own Section 3 Program serving eligible low to moderate income business enterprises ("Section 3 Business Concern"), and eligible low to moderate income workers/individuals ("Section 3 Resident"); and

WHEREAS, each Member of the Collaborative is a grantee of certain federal funding from the U.S. Department of Housing and Urban Development ("HUD"), or is acting on behalf of one or more federal grantees that is required to follow and implement Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992; and

WHEREAS, the Members wish to form the Twin Cities Section 3 Collaborative (the "Collaborative") to implement Section 3 business and resident registration and outreach activities on a metro-wide basis for Section 3 covered projects meant to empower low to moderate income residents and businesses to access employment and contracting opportunities; and

WHEREAS, the City of Saint Paul has agreed to serve as the lead agency to administer the provisions of this Agreement and for responsibilities to be executed and work contracted with funds provided through this Agreement to implement Section 3 activities approved by the Collaborative; and

WHEREAS, the Collaborative is committed to provide services and activities in an efficient and accessible manner that promote employment, job training, and contracting opportunities from HUD financed projects to metro area low income residents and the businesses that employ them; and

WHEREAS, each Member is willing to contribute funds in the amounts described below in "Member Contributions and Payment Method" to administer the Collaborative and pay for Collaborative activities.

NOW, THEREFORE, the Members agree as follows:

## I. Purpose

The purpose of this Joint Powers Agreement is to describe the functional work areas of the Collaborative and outlines the funding necessary to execute such work. This agreement explicitly *does not* create a separate entity that makes policy or issues official decisions regarding the work of the Section 3 Collaborative, other than as outlined in this agreement. All Members follow Section 3 of the U.S. Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992.

## II. Definitions

**Business Outreach and Engagement** means the collection of programs, initiatives and activities adopted by any Collaborative member to assist certified Section 3 businesses within the Marketplace. This includes directing businesses to public contracting opportunities, capacity building, training, and business development resources.

**Collaborative** means the collection of governmental entities that have executed this Agreement which may be subject to change through the withdrawal and addition of members as permitted under this Agreement.

**Fiscal Agent** is the Member responsible for various financial duties for the benefit of the Collaborative. These duties include but are not limited to: invoicing Members for fees to run the Section 3 program, invoicing service providers, such as vendors to run the certification database providing business technical assistance for certified businesses, paying contractors for services performed for the benefit of the Collaborative, negotiating and signing contracts on behalf of the Collaborative.

**Lead Agency**, currently the City of Saint Paul, is the Member that implements, administers and manages the activities of the Collaborative, day-to-day operations, and to serves as the Fiscal Agent and contract manager.

**Marketplace** means the geographical area where Section 3 business concerns have their primary place of business, as defined by Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992.

**Section 3 Business Concern** has the same meaning as the definition in HUD Regulations 24 C.F.R. § 135.5, or successor regulations.

**Section 3 Business List** is a business list which lists all Section 3 certified businesses certified by the Collaborative for public contracting purposes and workforce recruitment. List shall be published and updated on a regular basis to be made available on the Section 3 Collaborative's outreach webpage.

**Section 3 Resident** has the same meaning as the definition in HUD Regulations 24 C.R.F. § 135.5, or successor regulations.

**Section 3 Resident List** is a list containing all Section 3 certified residents for Section 3 workforce recruitment and job placement. The Lead Agency shall maintain the Section 3 Resident List.

**Section 3 Webpage** is a Collaborative-produced resource for Section 3 businesses, residents, and the general public containing general information about Section 3 and the Collaborative program including:

1. What Section 3 is and how it works, generally;
2. Section 3 contracting and hiring opportunities;
3. How to access the Collaborative Section 3 Business List;
4. How to sign up and certify through the website as a Section 3 Resident with the Collaborative;
5. How to sign up and certify as a Section 3 Business Concern with the Collaborative;
6. Collaborative Outreach and educational events;
7. Section 3 projects being solicited, funded, and/or managed by Collaborative members;
8. Other Collaborative communications regarding contracting and job opportunities on Section 3.

**Registration** means completion of the process outlined by the U.S. Department of Housing & Urban Development and resulting in an applicant becoming a Section 3 Business Concern or Resident with the Collaborative.

**Workforce Outreach** are activities which relate to directing job training, job placement, and job posting opportunities, hiring fairs, and open houses to Section 3 residents and job seekers.

### **III. Collaborative Description**

The activities of the Members as described in this Agreement are intended to supplement, but not be a substitute for, the activities and Section 3 programming of each Collaborative Member. The primary purpose of the Collaborative is to jointly engage in activities that accomplish the following goals:

1. Maximize the benefits provided to Section 3 businesses and residents within the resources available from the Members;
2. Leverage Collaborative resources with various community partners to better accomplish the goals of the Section 3 program of the Collaborative members;
3. Implement outreach strategies to recruit, train, and inform Section 3 businesses and residents about contracting opportunities available with Collaborative members;
4. Offer registration services to residents and businesses in the Marketplace on a "one-stop shop" basis to increase the participation in each Member's Section 3 contracting obligations and goals;
5. Help local Section 3 businesses and residents grow and thrive. The Members will identify specific objectives to assist Section 3 businesses and residents. The specific objectives will generally fall within the following efforts:
  - a. Providing centralized registration to help increase the visibility of Section 3 businesses;
  - b. Increasing access to business and resident employment opportunities;
  - c. Providing resources such as training, workshops, and open houses to increase access to opportunities;
  - d. Provide an on-line platform for resident certifications to provide an accessible and easy registration process that is valid for all Members across the metro area;

- e. Where possible, aligning purchasing and contracting processes among all Collaborative members to make it easier for Section 3 businesses and residents to do business with local government.

#### **IV. Membership**

Any "governmental unit," as defined in Minnesota Statutes § 471.59, is eligible to join the Collaborative. Additional members may join at any time, upon discretion of the Lead Agency, and following the appropriate amendment procedures described herein.

A Member may withdraw from the Collaborative upon 60 calendar days written notice to the Lead Agency and all other Members. A withdrawing Member shall meet all of its responsibilities up to the date of withdrawal.

#### **V. Activities**

The Collaborative shall annually undertake a range of activities to accomplish the goals described in Section III of this Agreement. The Collaborative may conduct business in person, via teleconference, or via other electronic means. Specific activities may be performed by one, some, or all Members. The Lead Agency will identify and propose various activities and seek input from the Collaborative. Final decision regarding yearly activities will be decided by the Lead Agency. These activities include but are not limited to the following:

1. Creation of the Section 3 Webpage. For at least the first year of this agreement, the website shall be hosted by the City of Saint Paul, accessible via the City of Saint Paul's Human Rights & Equal Economic Opportunity (HREEO) webpage (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity>).
2. Creation of policies and procedures for region-wide Section 3 resident and business certification;
3. Certifying Section 3 Residents and Section 3 Business Concerns;
4. Maintaining a current list of Section 3-certified residents and businesses;
5. Coordinating outreach, education and communication to Section 3 residents and businesses.

Activities undertaken by the Section 3 Collaborative shall be determined by the Lead Agency, subject to the terms of this agreement. Collaborative members will have an opportunity to provide input and recommendations to the Lead Agency for activities to undertake.

#### **VI. Member Responsibilities**

Each Collaborative Member shall be responsible for the following:

1. Designating a staff person to provide input into the implementation Section 3 activities outlined in Section V above;
2. Designating a contact person to work with the Lead Agency to handle day-to-day questions and issues that may arise, including responding to standard technical inquiries from prospective businesses and residents;
3. Providing updates on contracting and hiring opportunities and needs for registered businesses and residents to the Lead Agency and other Members;
4. Maintaining and distributing Section 3 informational materials and application forms;
5. Contributing information for shared reporting, public outreach, the website and other purposes;
6. Making timely payment to the Lead Agency of the Member's share of costs to finance the activities;
7. Making staff available to assist in scoring of proposals for the Section 3 website third party vendor or other Collaborative approved contract work.

## **VII. Responsibilities of the Lead Agency**

The Lead Agency shall be responsible for the following:

1. As the Fiscal Agent for the Collaborative the Lead Agency will:
  - a. Invoice and collect the fees from members
  - b. Develop and manage the annual budget and cost estimates
  - c. Hold and manage contracts
2. Creation and maintenance of regional Section 3 Webpage. The Lead Agency will host the Section 3 Webpage on the City of Saint Paul Human Rights & Equal Economic Opportunity website (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity>) for at least the first year of existence. The Lead Agency shall troubleshoot website issues and respond to requests concerning the Section 3 Webpage.

After the first year of Section 3 Website operation, the Lead Agency will report to the Collaborative on the Section 3 Webpage for consideration of whether to create a website hosted by a third-party vendor. The Collaborative members will have an opportunity to provide input and recommendations to the Lead Agency regarding the Section 3 Webpage going forward. If the Lead Agency determines based on the Collaborative's input that the Collaborative would be best served by contracting for a hosted website, the Lead Agency shall solicit proposals and present the proposals to the Collaborative for consideration. Section 3 Collaborative Members shall assist in the scoring of proposals for the website. Any costs for a website hosted by a third-party vendor will be paid in equal shares by Collaborative Members, unless otherwise agreed to. This Agreement will be amended as needed to revise the fee schedule to incorporate this additional cost for the third-party vendor contract.

3. Business and Resident self-certifications: The Lead Agency shall make staff available to process registrations, which is paid for out of membership dues from the Collaborative members. Certification processing involves the following:
  - a. Creating Section 3 resident and business self-certification processes in accordance with HUD regulations
  - b. Drafting and publishing rules regarding Section 3 certification
  - c. Maintaining standard operating procedures for Section 3 certification
  - d. If applications for Certification and/or Recertification exceed the Lead Agency's ability to process all of them, the Lead Agency will notify the Members and develop a plan for processing certifications after receiving input from the Collaborative members.
4. Administration: The Lead Agency shall maintain books, records, information materials, and other documents related to the implementation of program activities. The records maintained shall include, at a minimum:
  - a. Section 3 resident list
  - b. Section 3 business list
  - c. Section 3 rules
  - d. Section 3 standard operating procedure
  - e. Section 3 Collaborative meeting agendas and minutes
5. Coordinating outreach and education events for the Collaborative. The Lead Agency shall provide staff to represent the Section 3 Collaborative for at least four (4) outreach and educational events throughout the year, unless there are insufficient opportunities for outreach. In the event the Lead Agency cannot attend at least four outreach events, the Lead Agency will inform the Collaborative members. The Lead Agency will coordinate attendance at additional outreach events at the request of Collaborative members and provide staff to attend the events if available.
6. Coordinating, preparing and distributing regular communication for the Collaborative, including:
  - a. Sending out emails containing contracting opportunities, job opportunities, training/workshops, networking, and other business resources;
  - b. Representing the Section 3 Collaborative on local and regional business development collaborations;
  - c. Developing information about training for potential business owners;
  - d. Referring businesses to business development training opportunities with community organizations providing training workshops and technical assistance.
7. The Lead Agency serves as a central point of contact for public inquiries on behalf of the Collaborative, although each agency remains responsible for responding to public inquiries regarding their specific section 3 program. The Lead Agency is responsible for communication to the public regarding activities covered under this agreement. The Lead Agency is not responsible for answering questions pertaining to Section 3 projects being funded, solicited, and/or managed by any Section 3 Collaborative partner.

8. The Lead Agency shall regularly report on the activities of the Collaborative to the Collaborative members but shall, at a minimum, report on program activities every six months, including an annual summary of Section 3 activities, including certifications, outreach, education, and communication.

### VIII. Costs and Payments

Each Member agrees to provide an annual fiscal year payment as identified below. Payments made for each fiscal year will be used for that year. The City of St. Paul will invoice Members for contracted services and payment of eligible costs. On or before November 1 of each year this Agreement is in effect the City of St. Paul will invoice the Members. Members will remit funds to the City of St. Paul within 35 days of receipt of the invoice. Funds will be placed in escrow and paid by the City of St. Paul, in its capacity as fiscal agent, for services delivered pursuant to contracts approved by the Members. The cost of any additional, optional services provided by the Lead Agency shall be the responsibility of those Members requesting the services and is beyond the scope of this Agreement. Fees are as follows:

<b>Members</b>	<b>2021</b>	<b>2022</b>	<b>Total</b>
Anoka County	\$5,500	\$5,500	\$11,000
Dakota County CDA	\$5,500	\$5,500	\$11,000
Hennepin County	\$5,500	\$5,500	\$11,000
Ramsey County	\$5,500	\$5,500	\$11,000
Washington County CDA	\$5,500	\$5,500	\$11,000
Minneapolis PHA	\$5,500	\$5,500	\$11,000
<b>TOTAL</b>	<b>\$33,000</b>	<b>\$33,000</b>	<b>\$66,000</b>

### IX. Miscellaneous

Liability. Pursuant to Subd. 1a of MN Statutes 471.59, a governmental unit participating in a joint venture or joint enterprise, including participation in a cooperative activity undertaken pursuant to this section or other law, is not liable for the acts or omissions of another governmental unit participating in the joint venture or joint enterprise, unless the participating governmental unit has agreed in writing to be responsible for the acts or omissions of another participating governmental unit.



1. For purposes of determining total liability for damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in section [3.736](#) or [466.04](#), subdivision 1, or as waived or extended by the joint board or all participating governmental units under section [3.736](#), subdivision 8; [466.06](#); or [471.981](#). This paragraph does not protect a governmental unit from liability for its own independent acts or omissions not directly related to the joint activity.
2. If a participating governmental unit has procured or extended insurance coverage pursuant to section [3.736](#), subdivision 8; [466.06](#); or [471.981](#) in excess of the limits on governmental liability under section [3.736](#) or [466.04](#), subdivision 1, covering participation in the joint venture or joint enterprise, the procurement of that insurance constitutes a waiver of the limits of governmental liability for that governmental unit to the extent that valid and collectable insurance or self-insurance, including, where applicable, proceeds from the Minnesota Guarantee Fund, exceeds those limits and covers that governmental unit's liability for the claim, if any.
3. In the event of any claims or actions filed against the Collaborative, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or stack separate statutory liability caps from the Collaborative. The Collaborative is intended as a separate liability entity which limits the liability of the individual party and the Collaborative as a whole. If a claim or action is filed against the Collaborative, the Collaborative Members will share the costs of retaining legal representation, separate and apart from legal representation the Collaborative Members have as individual entities.

Amendment. Any amendment or modification to this Agreement shall be in writing and shall not be effective until executed by all parties to this Agreement.

Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of the Lead Agency's performance 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.

Term. The term for this Agreement shall be three years beginning May 1, 2021. Upon expiration of the term, the agreement shall automatically renew annually for 12 months from the date of the end of the prior term.

Termination. This Agreement shall terminate upon either 1) written agreement of all Members; 2) at the sole discretion of the Lead Agency with a 90-day notice; or 3) by operation of law; or 4) court order.

## **X. Counterparts**

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

## **XI. Electronic Signature**

The parties agree that the electronic signature of a party to this Agreement shall be as 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 record 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.

IN WITNESS WHEREOF, the City of Saint Paul, Ramsey County, Minneapolis Public Housing Authority, Hennepin County, Anoka County, Dakota County Community Development Agency, Washington County Community Development Agency have executed this Agreement on the dates indicated below.

*The remainder of this page has intentionally been left blank.*

**IN WITNESS WHEREOF**, the constituent members of the Members have caused this Agreement to be executed by their duly authorized representatives.

**City of St. Paul**

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, Chief Clerk

Date: \_\_\_\_\_

Approved as to form:

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Assistant City Attorney

**IN WITNESS WHEREOF**, the constituent members of the Members have caused this Agreement to be executed by their duly authorized representatives.

**Anoka County**

By:

Signature

Name (print):

Title:

Date:

**IN WITNESS WHEREOF**, the constituent members of the Members have caused this Agreement to be executed by their duly authorized representatives.

**Dakota County Community and Development Agency**

By:

Signature

Name (print):

Title:

Date:

**IN WITNESS WHEREOF**, the constituent members of the Members have caused this Agreement to be executed by their duly authorized representatives.

**Hennepin County**

By: \_\_\_\_\_

Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Members have caused this Agreement to be executed by their duly authorized representatives.

**Washington County Community and Development Agency**

By: \_\_\_\_\_

Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the constituent members of the Members have caused this Agreement to be executed by their duly authorized representatives.

**Ramsey County**

By: \_\_\_\_\_

Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**IN WITNESS WHEREOF**, the constituent members of the Members have caused this Agreement to be executed by their duly authorized representatives.

**Minneapolis Public Housing Authority**

By: \_\_\_\_\_

Signature

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_