

**SAINT PAUL – RAMSEY COUNTY
JOINT POWERS AGREEMENT FOR IMMIGRANT AND REFUGEE SERVICES**

This is an agreement by and between Ramsey County ("County"), a political subdivision of the State of Minnesota, and the City of Saint Paul, a Minnesota municipality ("City").

WHEREAS, Ramsey County and the City of Saint Paul have been working together closely in partnership with the VERA Institute of Justice to provide immigration legal representation to detained, indigent, and unrepresented Ramsey County and Saint Paul residents; and

WHEREAS, Ramsey County and the City of Saint Paul find that providing immigrant legal services will stabilize families and community, encourage civil engagement and commitment, and improve the economic potential of immigrants; and

WHEREAS, The City of Saint Paul is the largest municipality within Ramsey County, and is the home to an important proportion of immigrants and refugees vulnerable to immigration proceedings; and

WHEREAS, Ramsey County and the City of Saint Paul are committed to engaging the community and building trust across public services to ensure that long-term community prosperity is shared by all, and find that ensuring public safety requires that people including their family members and friends feel welcome and safe; and

WHEREAS, On August 14, 2018, the County Board approved an ongoing investment of \$100,000 annually to provide programmatic, ongoing support to promote the familial and community stability, civic engagement and economic potential of immigrants, and ensure families with a loved one going through immigration proceedings are connected to available services; and

WHEREAS, On November 6, 2018, the County Board approved the transfer of \$100,000 to the County Manager's Office for an immigrant and refugee legal defense fund for universal representation of detained, indigent, and unrepresented Ramsey County residents, and authorized the County Manager to account for the legal immigration defense project as a project budget in the County Manager's department budget (Resolution B2018- 293); and

WHEREAS, On February 26, 2019, Ramsey County and the City of Saint Paul entered into a Joint Powers Agreement pursuant to Minnesota Statutes section 471. 59 to establish and maintain a cooperative immigrant and refugee legal defense fund, which expired on December 31, 2019; and

WHEREAS, through the Joint Powers Agreement in 2019, the City of Saint Paul transferred \$50,000 to Ramsey County for the immigrant and refugee legal defense fund; and

WHEREAS, the City of Saint Paul will transfer \$100,000 to Ramsey County in 2022 to continue supporting this work; and

WHEREAS, Ramsey County and the City of Saint Paul wish to enter into a new Joint Powers Agreement pursuant to Minnesota Statutes section 471.59 to maintain a cooperative immigrant and refugee legal defense fund for ongoing immigration legal representation; and

NOW THEREFORE, IT IS HEREBY AGREED, by and between the parties as follows:

1. Parties

The parties are governmental units as defined in Minnesota Statutes section 471.59 and are located within Ramsey County.

2. Term

The term of this Agreement is from August 22, 2022 through December 31, 2023. This Agreement may be extended upon written agreement of the parties.

3. Purpose, services

In partnership with the County, and in furtherance of the City and County's shared initiatives to support immigrants and refugees facing immigration proceedings residing within the City and the County, the City agrees to transfer to the County funding in the amount and manner described in this Agreement for the purpose of providing immigrant and refugee legal defense services as authorized by the Ramsey County Board and supported by this Agreement. Services include administration of an immigration defense fund to provide representation to detained, indigent, and unrepresented Ramsey County and Saint Paul residents. Services include designing a program to provide immigrant and refugee support services and will be managed through technical assistance, program performance and outcome monitoring, streamlined program administration, and strategic support.

All services funded by monies paid by the City pursuant to this Agreement will be provided to Saint Paul residents. The County will account for City funding of the immigration legal defense project in the County Manager's department budget.

4. Funds

The City will transfer up to \$100,000 to the County in consideration for services provided to City residents under this Agreement upon execution of this Agreement. In the event the County provides services to individuals using City funds other than as specified under this Agreement, the City reserves the right to immediately stop any or all payments.

5. General Terms and Conditions

5.1. Data Practices

The parties will comply with the provisions of 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.

5.2. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the County, upon request, will make available to the City, the State Auditor, or the City's ultimate

funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the County relating to this Agreement.

5.3. 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 ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.4. Termination

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

In the event this Agreement is terminated for any reason, the County is entitled to receive reimbursement for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

5.5. Responsibility for Acts and Omissions, Insurance.

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. The liability of the parties is governed and limited by the Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law.

Each party warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.

Nothing in this Agreement shall constitute a waiver by any party of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

5.6. Human Rights/Affirmative Action/Economic Opportunity.

The parties agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

5.7. Compliance With Applicable Law.

The parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to performance of the provisions of this Agreement.

5.8. Amendments

Any amendment or modification to this Agreement must be in writing and will not be effective until executed by both parties.

5.9. Interpretation of Agreement; Venue

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

5.10. Severability

The provisions of this Agreement are severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, such invalidity will not affect any other provision of this Agreement or the application of any other provision.

5.11 Notices

Any notice or demand to be given under this Agreement must be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications must be addressed as follows:

City of Saint Paul:
Edmundo Lijo, Assistant City Attorney
400 City Hall
15 West Kellogg Blvd
Saint Paul, MN 55102

Ramsey County:
Ryan T. O'Connor, County Manager
Suite 250
15 West Kellogg Blvd
Saint Paul, MN 55102

5.12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations.

IN WITNESS WHEREOF, the parties have executed this Joint Powers Agreement on the date last written below.

RAMSEY COUNTY

_____ Date
Trista MatasCastillo, Chair, Board of Commissioners

_____ Date
Mee Cheng, Chief Clerk

Approval recommended:

_____ Date
Ryan O'Connor, County Manager

Approved as to form by:

_____ Date
Assistant County Attorney

CITY OF SAINT PAUL

Melvin Carter, Mayor/ Jaime Tincher, Deputy Mayor Date

John McCarthy, Director, Office of Financial Services Date

Kristien Butler, Director, Office of Human Rights and
Equal Economic Opportunity Date

Approved as to form by:

Edmundo Lijo, Assistant City Attorney Date