

**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, In the past several months, residents and community members have met with Ramsey County and the City of Saint Paul to discuss the impact that current federal immigration policies are having on immigrant and refugee communities. Federal policies are resulting in uncertainty, fear, anxiety, and family disruption that impact the wellbeing, prosperity, and overall opportunity of residents, businesses, and families in the City of Saint Paul and Ramsey County;

WHEREAS, There has been a significant increase in immigration enforcement resulting in individuals being put in removal proceedings under the jurisdiction of the United States federal government. Because removal proceedings are civil - not criminal - the constitutional guarantee of the right to counsel is not applied to immigrants facing deportation;

WHEREAS, The Vera Institute of Justice's evaluation of universal representation in New York City, where all indigent immigrants are provided an attorney, projected a 1,100 percent increase in success rates compared to unrepresented individuals. Many of these clients were parents (primarily of children who are citizens of the United States) with longstanding ties to the United States. This success rate was further projected to result in \$2.7 million annually in local, state, and federal tax revenue for the cohort of clients studied in the evaluation see Vera's full evaluation of the New York City program at <https://www.vera.org/publications/new-yorkimmigrant-family-unity-project-evaluation>);

WHEREAS, According to the Vera Institute, only thirty-three percent of immigrants were represented by attorneys nationwide in 2017. Sixty-one percent of immigrants were represented by attorneys in Minnesota during the same period (see Transactional Records Access Clearinghouse [TRAC], "Individuals in Immigration Court by Their Address" at <http://trac.syr.edu/phptools/immigration/addressrep/>);

WHEREAS, These legal representation rates signify the people who are forced to defend themselves from deportation without the assistance of an attorney, dramatically decreasing the likelihood of a positive outcome. As of the most recently available data from September 2018 in Ramsey County, approximately twenty-nine percent of 957 pending cases are not represented by an attorney, leaving 283 Ramsey County residents to represent themselves in court (<http://trac.syr.edu/phptools/immigration/addressrep/>);

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. As of the most recently available data from September 2018 for the City of Saint Paul, 208 of the 707 pending cases are unrepresented, leaving these 208 Saint Paul residents to represent themselves in court (<http://trac.syr.edu/phptools/immigration/addressrep/>);

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;

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 refugees, and ensure families with a loved one going through immigration proceedings are connected to available services;

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

WHEREAS, The parties now wish to enter into a Joint Powers Agreement pursuant to Minnesota Statutes section 471.59 to establish and maintain a cooperative immigrant and refugee legal defense program;

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 December 1, 2018, through December 31, 2019. 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 \$50,000 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 Independent parties**

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the parties is that of independent contractors and not of partners, members of a joint venture, agent/principal or employee / employer. No statement in this Agreement shall be construed so as to find either party employee or agent or joint member of the other.

**5.12 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

Ramsey County

Rachel Tierney  
Deputy City Attorney  
400 City Hall  
15 West Kellogg Blvd  
Saint Paul, MN 55102

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

**5.13. 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.

**CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Melvin Carter  
Mayor

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

By: \_\_\_\_\_  
Todd Hurley  
Director of the Office of Financial Services

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

By: \_\_\_\_\_  
Office of Human Rights &  
Equal Economic Opportunity

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

Approved as to Form

By: \_\_\_\_\_  
Assistant City Attorney

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

**RAMSEY COUNTY**

By: \_\_\_\_\_  
Jim McDonough, Chair  
Ramsey County Board of Commissioners

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

By: \_\_\_\_\_  
Janet Guthrie, Chief Clerk  
Ramsey County Board of Commissioners

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

Approval Recommended:

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

By: \_\_\_\_\_  
Ryan O' Connor  
County Manager

Approved as to Form

By: \_\_\_\_\_  
Assistant Ramsey County Attorney

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