

Joint Powers Agreement

This Joint Powers Agreement (“Agreement”) is made and entered into effective as of this _____ day of July, 2020 by and between Ramsey County (“County”) and the City of Saint Paul (“City”).

Recitals

WHEREAS, Minn. Stat. §471.59 permits governmental units to jointly exercise powers that each may separately exercise; and

WHEREAS, County and City are governmental units as defined in Minn. Stat. § 471.59; and

WHEREAS, Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) on March 27, 2020 and section 5001 amended the Social Security Act by adding a section appropriating \$150,000,000,000 for making payments to States, Tribal Governments, and Units of local government for fiscal year 2020; and

WHEREAS, on April 22, 2020, Ramsey County received \$96,027 million from the United States Treasury under the CARES Act based on a population/formula-based allocation; and

WHEREAS, the CARES Act currently requires that payments from the Coronavirus Relief Fund be used only to cover expenses that: Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), were not accounted for in the budget most recently approved as of March 27, 2020 for the state or local government, and were incurred during the period that begins March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the impact of Covid-19 has affected the employment outlook in County and City dramatically. As of May 17, 2020, 23.7% of the 2019 Ramsey County workforce had applied for unemployment insurance as a result of Covid-19; and

WHEREAS, County is allocating CARES Act funding to workforce assistance in order to bridge funding gaps caused by Covid-19. County will use funding for service enhancements and to build capacity in community in the areas of technology, digital literacy, increased access to employment support/services and increased and improved virtual training opportunities; and

WHEREAS, County approached City with the idea of creating a partnership using its CARES Act funding to create Community CARES Career Labs to maximize opportunities for accessible workforce support and services, career lab access, and virtual training locations for Ramsey County residents through use of space, employees and resources at City public libraries; and

WHEREAS, the parties to this Agreement desire to work together in partnership to outline the terms and conditions necessary in order to allow for this new Community CARES Career Labs program to occur at City public libraries;

NOW, THEREFORE, in consideration of the Recitals and mutual undertakings and agreements hereinafter set forth, the parties agree as follows:

Article I. Purpose

- 1.1 The purpose of this Agreement is to set forth the terms and conditions relative to the creation of a Community CARES Career Labs program at City facilities using County CARES Act funding. The purpose of the Community CARES Career Labs program is to close gaps created because of Covid-19 that are otherwise not provided for through existing workforce assistance programming. The partnership will deliver service enhancements and build capacity in the City and specifically the Saint Paul Public Library system in areas of technology, digital literacy, increased access to employment support/services, and virtual training opportunities.

Article II. Definitions

- 2.1 Community CARES Career Labs: Community CARES Career Labs means the partnership between County and City created to maximize opportunities for accessible workforce support and services, career lab access, and virtual training locations at City public libraries. This partnership is part of County's efforts to deliver COVID-19 relief programming in the area of workforce assistance, funded by the CARES Act.
- 2.2 Career Lab Libraries: Career Lab Libraries means City libraries that will be rented, either in full or in part, to County for Community CARES Career Labs. These libraries include Dayton's Bluff Public Library, Rondo Public Library, Sun Ray Public Library, and Rice Public Library.

Article III. Term

- 3.1 The term of this Agreement shall be from the date of complete execution of the Agreement until December 30, 2020 ("Term"). This Agreement will automatically expire at midnight on the last day of the Term unless earlier terminated pursuant to Article XI or extended pursuant to Article III, Section 3.2.

- 3.2 The Term of this Agreement can be extended through agreement by both parties reduced to writing if the time frame for using funding under the CARES Act is extended past December 30, 2020 and there is continued need for increased workforce assistance programming in County.

Article IV. CARES Act Funding

- 4.1 County shall use CARES Act Funding to pay City for all expenses outlined in this Agreement. Funding for the Community CARES Career Labs under this Agreement, without amendments, is capped at \$1.2 million.
- 4.2 County shall comply with all applicable federal laws in the use of CARES Act funding.

Article V. Space Use

- 5.1 City shall rent to County space at Career Lab Libraries (“Premises”) pursuant to the following terms. The Premises shall be used to carry out the Community CARES Career Labs purpose outlined in Article I. No change in the use of the Premises to a use other than that permitted under this Agreement shall be made by County without the prior written consent of City, which consent, if given, shall be based upon findings by City that the proposed conversion is in accordance with the Community CARES Career Labs purpose.
- 5.2 Dayton’s Bluff Library. City will temporary recommission 90% of the Dayton’s Bluff Library as a workforce-only career lab to be used for the Community CARES Career Labs. Nothing in this section shall restrict City from using the Dayton’s Bluff Library for regular daily use that will not interfere with Community CARES Career Labs use, including processing returned books in book drops, shelving books and picking up books for patron pick up. County’s use of Dayton’s Bluff Library shall be subject to the following terms:
- 5.2.1 Space Rental. City will rent 90% of the Dayton’s Bluff Library, located at 645 E 7th St, Saint Paul, MN 55106 (“Dayton’s Bluff”) as outlined in Exhibit 1 to County to be used for the Community CARES Career Labs in exchange for the payment of a rental fee from County.
- 5.2.2 City Lease with Metro State University. Dayton’s Bluff is leased to the City from Metro State University under a Lease that expires December 31, 2024. Metro State has confirmed that this is an appropriate use of Dayton’s Bluff.

5.2.3 Rental Payment. In consideration of the payment by the County to the City of the following rent, and subject to the rights of the existing tenants, the County is entitled to use and occupy Dayton's Bluff for the term commencing on July ___, 2020 and ending December 30, 2020.

5.2.4 Rent. County shall pay City \$8,247.00 per month. This includes general maintenance, security, two-hour visitor parking in the adjacent lot, overhead expenses and use of common space.

5.2.5 Space Use. County shall be able to use Dayton's Bluff for full public access for Community CARES Career Labs six days a week, Monday-Saturday, during the hours of:

Monday/Wednesday: 12:00pm-8:00pm

Tuesday/Thursday: 10:00am-5:30pm

Friday: 10:00am-5:30pm

Saturday: 12:00pm-5:00pm

Actual use for staff purposes can be extended beyond these hours as agreed by City.

5.3 Rondo Community Library, Sun Ray Library, Rice Street Library

5.3.1 Space Rental. City will rent space to County as outlined below at each of the three above listed Career Lab Libraries to be used for Community CARES Career Labs. County will have exclusive use of the space outlined below for the Community CARES Career Labs during the time frames in which it has rented out the space. County shall pay the following rental payment for the use of the below outlined space:

\$55 per hour, per room

5.3.2 Rondo Community Library. County shall have exclusive use of the Multi-Purpose room and Teen Room, as shown in Exhibit 2 through the end of the Term.

5.3.3 Sun Ray Library. County shall have exclusive use of the Community Room and Learning Center, as shown in Exhibit 3 through the end of the Term.

5.3.4 Rice Street Library. County shall have exclusive use of the homework center and meeting room as shown in Exhibit 4.

5.3.5 Other Locations. County and City shall have the ability to add additional locations for Community CARES Career Labs as mutually agreed upon.

- 5.4 Right of Entry. At all times during the term of this Agreement, City shall reserve the right, by itself, its agents and employees, to enter into and upon the Premises at any time for any purpose.
- 5.5 Alterations. County shall not make any alterations to Premises without previous written approval from City.
- 5.6 Additional Maintenance. County shall be responsible for additional maintenance expenses incurred by City related to County's use of the Career Lab Libraries that are in excess of the rental payment.
- 5.7 Billing. The City shall invoice the County on a monthly basis, detailing the amount of time that County rented space pursuant to this Agreement, any additional maintenance expenses incurred and the rate of reimbursement. Payment will be made within thirty-five days of receipt of an undisputed invoice.

Article VI. Other Expenses

- 6.1 Safety Equipment. County shall be responsible for reimbursing City for the purchase of any safety equipment required because of COVID-19 related to the Community CARES Career Labs, including, but not limited to Personal Protection Equipment and Plexiglass. County shall be responsible for the actual costs incurred by City and City shall bill County on a monthly basis with receipts for these costs. Payments will be made within thirty-five days of receipt of an undisputed invoice.
- 6.2 Technology. County shall be responsible for reimbursing City for the use of various existing technology infrastructure necessary for the Community CARES Career Labs including, but not limited to, copiers, software licensing, and computers. This existing technology infrastructure is included in the monthly rent for Premises. In addition, the County shall be responsible for reimbursing City for the purchase of various new technology infrastructure including, but not limited to, webcams, headsets, staff laptops, printing costs, and faxing costs. County and City shall agree on a technology infrastructure plan/budget prior to any new purchases by City. County shall be responsible for the actual costs incurred by City and City shall bill County on a monthly basis with receipts for these costs. Payments will be made within thirty-five days of receipt of an undisputed invoice.
- 6.3 Miscellaneous Expenses. County shall be responsible for reimbursing City for other miscellaneous expenses related to the Community CARES Career Labs, and as agreed by County and City. County shall be responsible for the actual costs incurred by City and

City shall bill County on a monthly basis with receipts for these costs. Payments will be made within thirty-five days of a receipt of an undisputed invoice.

Article VII. Personnel

- 7.1 City will assign City employees to work for the Community CARES Career Labs as Career and Services Navigators as agreed to by County.
- 7.2 The Parties agree that all City employees who are assigned to work for the Community CARES Career Labs pursuant to this Agreement remain in the employ of the City and continue to retain all benefits of City employment and will comply with all City procedures related to use of sick, vacation, or other leave.
- 7.3 For the purposes of worker's compensation insurance, the employees of the City have the same powers, duties, rights, privileges, and immunities as if they were performing similar services for the City and are considered to be acting within the scope of and in the course of their regular employment, as employees of the City.
- 7.4 County will maintain complete control of the content, goals, delivery models, etc. of the Community CARES Career Labs programming. The County shall provide training and dotted line supervision from the County for City employee work in the Community CARES Career Labs.
- 7.5 City employees working for the Community CARES Career Labs will work on-site at Career Lab Libraries as well as remotely. They will provide assistance with job search, resume help, creation of mini employment plans, and more.
- 7.6 During the term of this Agreement, the County shall reimburse the City for the full costs associated with County using City personnel, including all wages/compensation and related fringe benefit costs (ex. insurance, benefits), paid to or on behalf of employees paid for work done pursuant to this Agreement. The City shall invoice the County on a monthly basis, detailing the employees who performed work pursuant to this Agreement and the rate of pay and fringe benefits. Payment will be made within thirty-five days of receipt of an undisputed invoice.
- 7.7 The City remains responsible for the performance and investigation and discipline of its respective employees. On-side supervisors agree to report any performance or discipline related issues to the appropriate supervisor of the other party. All issues of potential discrimination, harassment, hostile work environment, violence, or retaliation must be immediately reported to the City's appropriate Human Resources staff person.

Article VIII.

Liability and Insurance

- 8.1 Each party will be responsible for its own acts and omissions and those of its employees, elected officials, and agents with respect to any claims, lawsuits, or expenses 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.
- 8.2 All insurance policies or self-insurance certificates shall be open to inspection by each party and copies of the policies or certificates of self-insurance shall be submitted to a party upon written request.
- 8.3 Each party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466, common law immunities, and other applicable law. In the event of any claims or actions filed against the Community CARES Act Career Labs program, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments against County and City or stack separate statutory liability caps.
- 8.4 Neither Party shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control including, but not limited to, severe weather and storms, other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil emergencies, or acts of legislative, judicial, executive or administrative authorities.

Article IX. Data Practices

- 9.1 All data collected, created, received, maintained or disseminated for any purpose in the course of either party's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), or any other applicable state statutes, any state rules adopted to implement the MGDPA, as well as federal statutes and regulations on data privacy. If any provision in the Agreement is in conflict with the MDGPA or other Minnesota state laws, state law shall control.

Article X. Non-Discrimination

- 10.1 No person, on the ground of race, sex, color, creed, religion, age, disability, marital status, familial status, status with respect to public assistance, national origin, sexual or affectional orientation or ancestry shall be excluded from participating in, be denied the benefits of or be otherwise subject to discrimination in the use of the Premises being rented to County under this Agreement.

- 10.2 County shall use the Premises being rented under this Agreement in compliance with all other requirements imposed pursuant to the Saint Paul Legislative code Chapter 183, Human Rights, to the extent applicable.

**Article XI.
Termination**

- 11.1 Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party. In the case of early termination, payment will be made on a pro rata basis.

**Article XII.
Notice**

- 12.1 All notices, written requests, or demands given or made by a party under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent by registered or certified mail.
- 12.2 All notices, written requests, or demands shall be sent to the following addresses:

Ramsey County:
Workforce Solutions
Ling Becker, Director of Workforce Solutions
2266 2nd Street North
North Saint Paul, MN 55109

City of Saint Paul:
Saint Paul Public Library
Catherine Penkert, Library Director
George Latimer Central Library
904 W. 4th Street
Saint Paul, MN 55102

**Article XIII.
Contract Provisions**

- 13.1 The matters set forth in the Recitals are incorporated into and made part of this Agreement as though fully set forth as terms herein.
- 13.2 It is understood and agreed that the entire agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between

the parties relating to the subject matter hereof. All terms referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- 13.3 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.
- 13.4 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this agreement.
- 13.5 County and City agree that State Auditor, the legislative auditor, an auditor (or like official) under the CARES Act, or any other duly authorized representative, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any (electronic or otherwise) books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures and transactions of the Community CARES Act Career Labs program. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the agreement and for six (6) years after its termination or cancellation.

Article XIV. Governing Law; Venue

- 14.1 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.

Article XV. Electronic Signatures

- 15.1 The parties may sign this Agreement in counterparts, each of which constitutes an original but all of which together constitute one instrument.
- 15.2 The parties agree that the electronic signature of a party to this Agreement be 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 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 respective parties have executed this Agreement, intending to be bound hereby effective the date and year indicated above.

CITY OF SAINT PAUL

RAMSEY COUNTY

Melvin Carter, Mayor

Ling Becker, Director of
Workforce Solutions

Catherine Penkert,
Library Director

Toni Carter, Chair
Ramsey County Board of
Commissioners

John McCarthy,
OFS Director

Janet Guthrie, Chief Clerk
Ramsey County Board of
Commissioners

Approved as to Form:

Approved as to Form:

Sarah Sullivan,
Assistant City Attorney

Lynn Peltó,
Assistant Ramsey County
Attorney

EXHIBIT 1

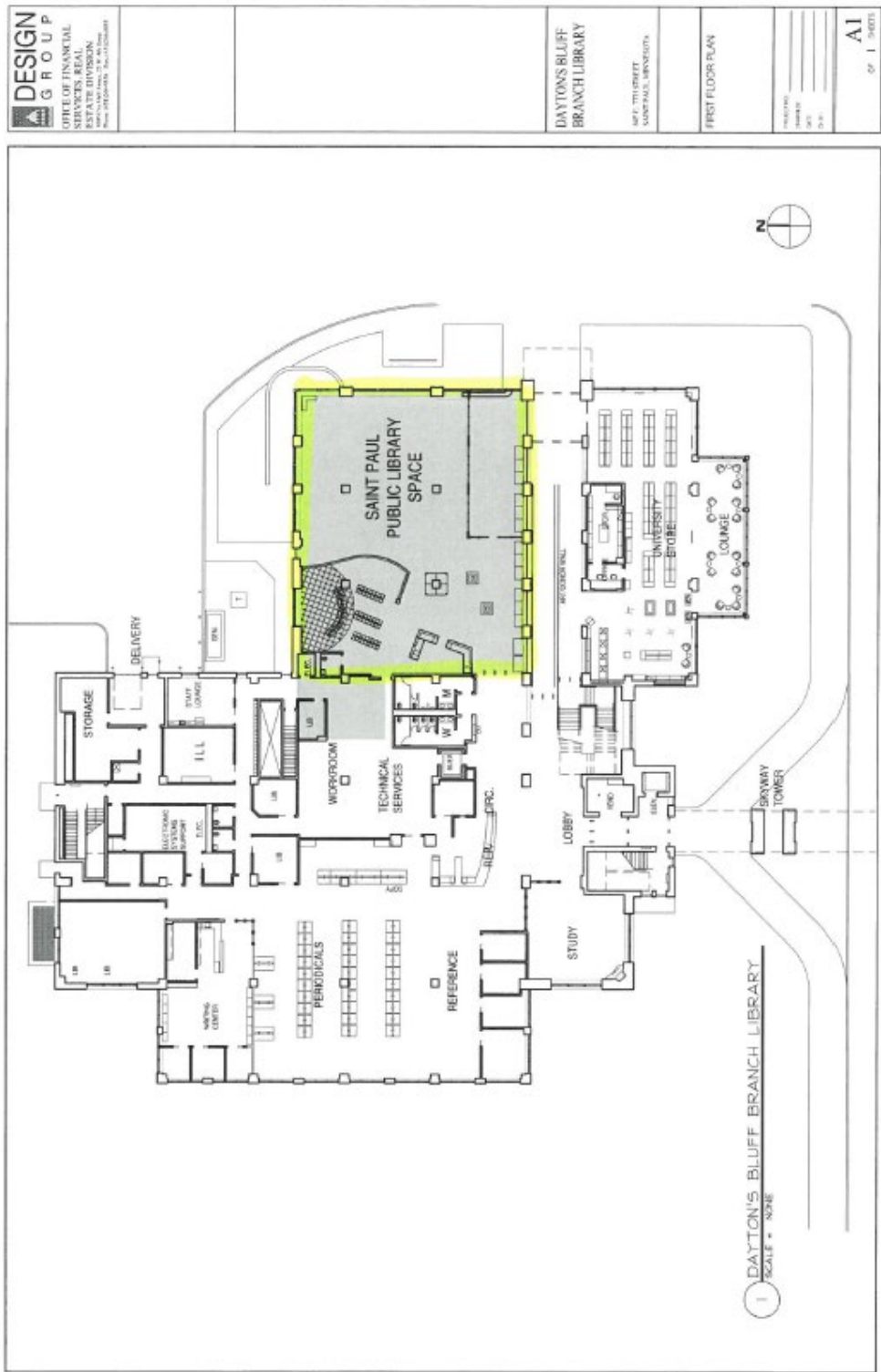


EXHIBIT 2

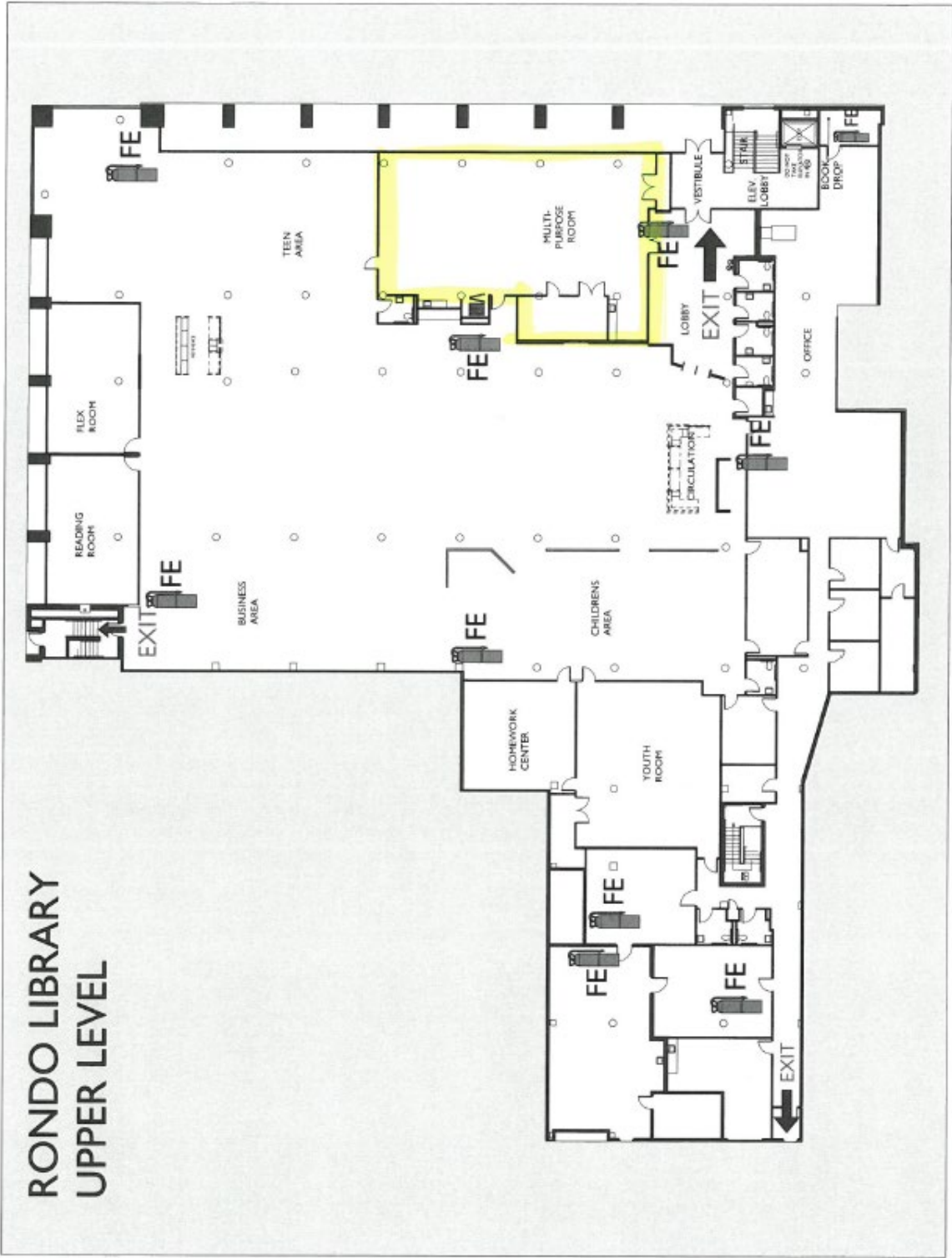


EXHIBIT 3

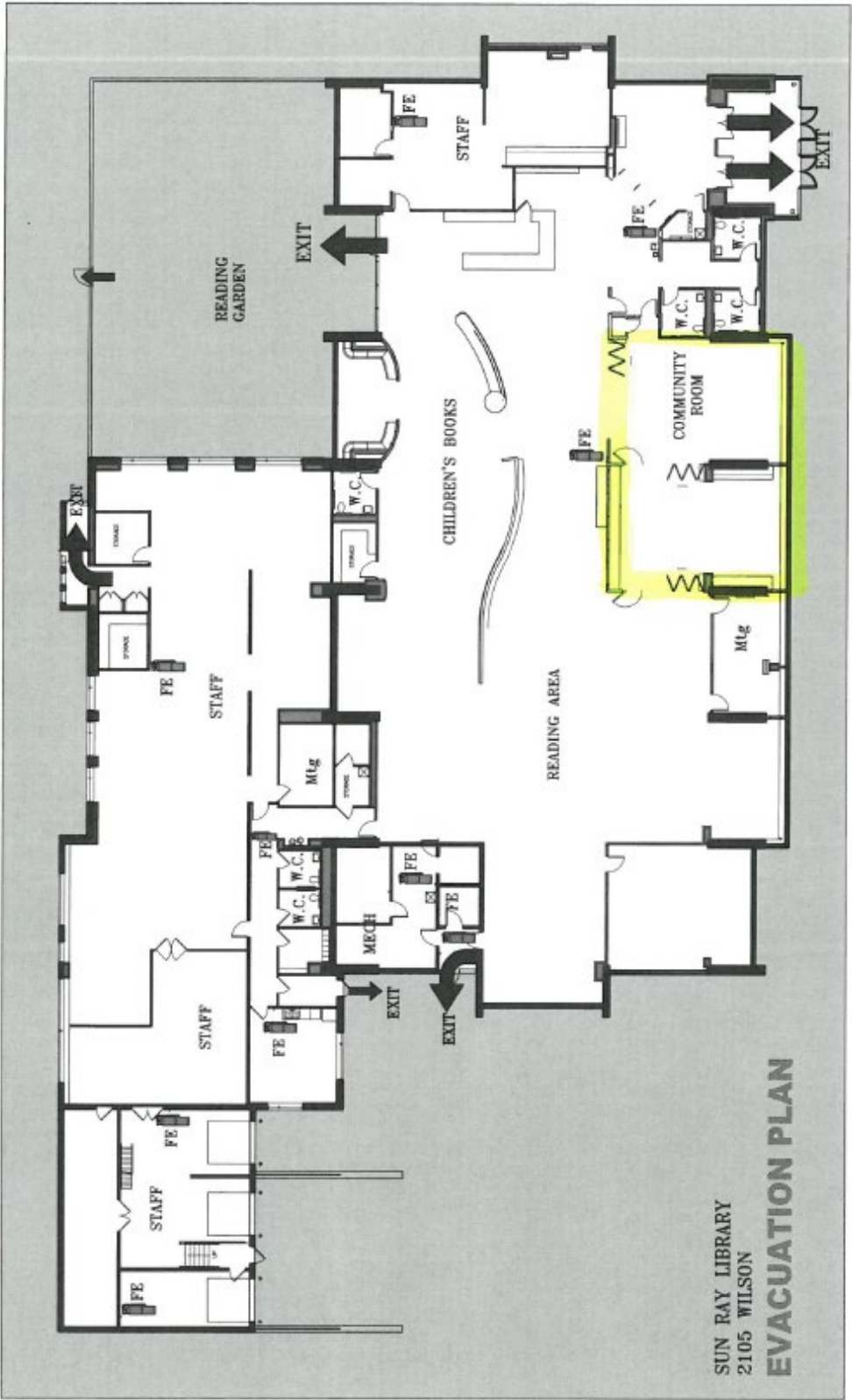


EXHIBIT 4

