



**ECONOMIC DEVELOPMENT AUTHORITY MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
JANUARY 15, 2019
7:15 PM (IMMEDIATELY FOLLOWING THE HRA MEETING)**

Call to Order

Oath of office of Richfield Economic Development Authority Commissioner, Pat Elliott.
Oath of office of Richfield Economic Development Authority Commissioner, Mary Supple.
Oath of office of Richfield Economic Development Authority Commissioner, Maria Regan Gonzalez.
Oath of office of Richfield Economic Development Authority Commissioner, Sue Sandahl.
Oath of office of Richfield Economic Development Authority Commissioner, Erin Vrieze Daniels.

Consideration of the election of officers for the Richfield Economic Development Authority for 2019.

Staff Report No. 1

Approval of the minutes of the regular Economic Development Authority meeting of October 15, 2018.

AGENDA APPROVAL

1. Approval of the Agenda
2. **Consent Calendar contains several separate items which are acted upon by the EDA in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further EDA action on these items is necessary. However, any EDA Commissioner may request that an item be removed from the Consent Calendar and placed on the regular agenda for EDA discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consideration of the adoption of resolutions designating official depositories for the Economic Development Authority for 2019, including the approval of collateral.
Staff Report No. 2
 - B. Consideration of the adoption of a resolution approving a Fair Housing Policy.
Staff Report No. 3
3. Consideration of items, if any, removed from Consent Calendar

OTHER BUSINESS

4. Consideration of the approval of a Professional Service Agreement with People with CAPES to provide support services to families and individuals on the Kids @ Home Program for 2019.

Staff Report No. 4

EDA DISCUSSION ITEMS

5. EDA Discussion Items

EXECUTIVE DIRECTOR REPORT

6. Executive Director's Report

CLAIMS AND PAYROLLS

7. Claims and Payrolls

8. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



STAFF REPORT NO. 1
ECONOMIC DEVELOPMENT AUTHORITY
MEETING
1/15/2019

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst
OTHER DEPARTMENT REVIEW: N/A

EXECUTIVE DIRECTOR REVIEW: John Stark, Executive Director
1/3/2019

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the election of officers for the Richfield Economic Development Authority for 2019.

EXECUTIVE SUMMARY:

The bylaws of the Richfield Economic Development Authority (EDA) provide that the EDA hold an annual meeting in January. The bylaws further provide that the EDA elect the President, Treasurer, and Secretary annually.

Officers for 2018 were:

- Mary Supple, President
- Sue Sandahl, Vice-President
- Michael Howard, Treasurer
- Kate Aitchison, Secretary (not required to be an EDA Commissioner)
- Chris Regis, Assistant Treasurer (not required to be an EDA Commissioner)

RECOMMENDED ACTION:

By motion: Elect officers for the Richfield Economic Development Authority for 2019.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- Provided in the Executive Summary.

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- The EDA bylaws provide for the election of officers.

C. **CRITICAL TIMING ISSUES:**

- None

D. **FINANCIAL IMPACT:**

- N/A

E. **LEGAL CONSIDERATION:**

- None

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A



ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Richfield, Minnesota

Regular Meeting

October 15, 2018

CALL TO ORDER

The meeting was called to order by President Supple at 7:21 p.m. in the Council Chambers.

EDA Members Present: Mary Supple, President; Pat Elliott; Michael Howard; Sue Sandahl; and Erin Vrieze Daniels.

Staff Present: Steve Devich, Executive Director; John Stark, Community Development Director, Julie Urban, Housing Manager; and Kate Aitchison, Housing Specialist.

APPROVAL OF THE MINUTES OF THE REGULAR ECONOMIC DEVELOPMENT AUTHORITY MEETING OF AUGUST 20, 2018.

M/Sandahl, S/Howard to approve the minutes of the regular Economic Development Authority meeting of August 20, 2018.

Motion carried 5-0.

Item #1	APPROVAL OF THE AGENDA
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M/Sandahl, S/Vrieze Daniels to approve the agenda.

Motion carried 5-0.

Item #2	CONSIDERATION OF THE ADOPTION OF A RESOLUTION APPROVING AN INCLUSIONARY AFFORDABLE HOUSING POLICY. (S.R. NO. 6)
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Housing Manager Julie Urban presented Staff Report No. 6.

M/ Vrieze Daniels, S/ Howard to adopt a resolution approving an Inclusionary Affordable Housing Policy.

RESOLUTION NO. 9
A RESOLUTION APPROVING THE ADOPTION OF AN INCLUSIONARY
AFFORDABLE HOUSING POLICY

Commissioner Elliott stated the need to improve the existing affordable housing, not just the creation of new units.

Housing Manager Urban explained the Apartment Remodeling Program, which budgets \$100,000 annually for rehabilitation of existing buildings. The Kids@Home program also supports households in affordable rental housing.

Commissioner Elliott asked about long term solutions to these problems.

Housing Manager Urban stated that there is a great need for funding, and that staff is trying to make that need for tools and funding sources known at the state level.

Executive Director Devich stated that there may be funds available, that could be leveraged to access other matching funds.

Housing Manager Urban explained staff was looking into the 4(D) tax break.

Motion carried 5-0. This resolution appears as Resolution No. 9.

Item #3	CONSIDERATION OF THE ADOPTION OF AN AMENDED VERSION OF THE BYLAWS OF THE RICHFIELD ECONOMIC DEVELOPMENT AUTHORITY. (S.R. NO. 7)
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Executive Director Devich presented Staff Report No. 7.

M/Elliott, S/Howard to adopt an amended version of the Bylaws of the Richfield Economic Development Authority.

Motion carried 5-0.

Item #4	CONSIDERATION OF THE APPOINTMENT OF A NEW EXECUTIVE DIRECTOR OF THE ECONOMIC DEVELOPMENT AUTHORITY TO SERVE FOLLOWING THE RETIREMENT OF CURRENT EXECUTIVE DIRECTOR STEVE DEVICH. (S.R. NO. 8)
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Executive Director Devich presented Staff Report No. 8.

M/Sandahl, S/Howard to appoint Community Development Director John Stark as Executive Director of the Richfield Economic Development Authority following the retirement of current Executive Director Steve Devich for a term lasting until the first regular meeting of the EDA in 2020.

President Supple offered her thanks to Executive Director Devich.

Motion carried 5-0.

Item #5	EDA DISCUSSION ITEMS
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President Supple stated it was nice to see all the Kids@Home checks in the Claims and Payroll.

Item #6	EXECUTIVE DIRECTOR REPORT
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Executive Director Devich stated that he had nothing to report.

Item #7	CLAIMS AND PAYROLL
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M/Supple, S/Sandahl that the following claims and payroll be approved:

U.S. BANK	9/17/2018
EDA Checks: 20095-20104	\$5,729.00
TOTAL	\$5,729.00

U.S. BANK	10/15/2018
EDA Checks: 20105-20115	\$16,683.36
TOTAL	\$16,683.36

Motion carried 5-0.

Item #8	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 7:34 p.m.

Date Approved: January 15, 2019

EDA President

Kate Aitchison
Housing Specialist

John Stark
Executive Director



STAFF REPORT NO. 2
ECONOMIC DEVELOPMENT AUTHORITY
MEETING
1/15/2019

REPORT PREPARED BY: Chris Regis, Finance Director

OTHER DEPARTMENT REVIEW: N/A

EXECUTIVE DIRECTOR REVIEW: John Stark, Executive Director
1/2/2019

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of resolutions designating official depositories for the Economic Development Authority for 2019, including the approval of collateral.

EXECUTIVE SUMMARY:

In compliance with Minnesota statutes, the Economic Development Authority of Richfield (EDA) must designate on an annual basis those financial institutions it does business with.

The following resolutions for the EDA Board's consideration, designate U.S Bank/4M Fund as a depository of EDA funds, and certain savings and loan associations, banks, credit unions and certain financial institutions as depositories for the investment of EDA funds.

RECOMMENDED ACTION:

By motion: Adopt resolutions designating official depositories, with the understanding that the EDA could not invest in any of the depositories beyond the level of insurance coverage of the pledged collateral.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- N/A

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- In accordance with Minnesota Statutes Section 118A.01 - 118A.06 and 469.099, the EDA of Richfield must designate financial institutions annually. The institutions must pledge the collateral over and above the amount of federal insurance, as public depositories.
- U.S. Bank acts as the banking institution in the EDA's banking arrangement with the 4M Fund. Monies received, checks written, by the EDA, flow through U.S. Bank, however, at the end of each business day, any proceeds remaining in EDA U.S. Bank accounts are swept to the 4M Fund to be invested. Therefore, at the end of the business day the EDA accounts are zero, which means the collateral requirements of Minnesota Statutes Section 118A.03 are not required. Accordingly, U.S. Bank has met all other statutory requirements and should be considered as a depository for the EDA's vendor accounts and all savings deposits.
- The EDA must also designate annually, certain savings and loan associations, banks, and credit unions as official depositories for deposit and investment of certain EDA funds. With approval of these official depositories, the EDA will be able to invest funds in these institutions, not exceeding the federal insurance of \$250,000.

- Finally, a designation must be made for certain financial institutions as depositories for the investment of EDA funds for 2019. These institutions, such as investment brokerage firms, offer government securities in the manner required by law. These financial institutions include RBC Capital Markets, Raymond James & Associates, Northland Securities, Oppenheimer & Co., Wells Fargo Institutional Retirement and Trust, and the 4M Fund.

C. CRITICAL TIMING ISSUES:

- N/A

D. FINANCIAL IMPACT:

- N/A

E. LEGAL CONSIDERATION:

- The EDA is required by Minnesota Statute 118A.01 - 118A.06 and 469.099, to designate as a depository of funds, insured banks or thrift institutions. Any collateral so deposited is accompanied by an assignment pledged to the EDA in the amount specified in the resolutions.

ALTERNATIVE RECOMMENDATION(S):

- The EDA could solicit other financial institutions for official depositories, but past relationships with the depositories recommended have proven satisfactory for the City.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

	Description	Type
▢	Resolution designating US Bank a depository of funds for the EDA	Resolution Letter
▢	Resolution designating certain savings & Loan associations, banks, and credit unions as depositories for the investment of EDA funds	Resolution Letter
▢	Resolution designating certain financial institutions as depositories for the investment of EDA Funds	Resolution Letter

RESOLUTION NO.

**RESOLUTION DESIGNATING U.S. BANK A
DEPOSITORY OF FUNDS OF THE EDA OF RICHFIELD
FOR THE YEAR 2019**

BE IT RESOLVED, by the Economic Development Authority of Richfield as follows:

That, in accordance with Minnesota Statutes, Section 118A.01- 118A.06, U.S. Bank be, and hereby is designated a depository of the funds of the Economic Development Authority of Richfield, subject to modification and revocation at any time by said Economic Development Authority, and subject to the following terms and conditions:

The said depository shall not be required to give bonds or other securities for such deposits provided that the total sum thereof shall not at any time exceed in any depository the sums for which its deposits are insured under the Acts of Congress of the United States relating to insurance of bank deposits; but that in case such deposits in any such depository shall at any time exceed such insured sum, said depository shall immediately furnish bonds or other security for such excess according to law, approved by the Economic Development Authority of Richfield.

That said depository shall pay on demand all deposits therein; and shall pay all time deposits, at or after the end of the period for which the same shall be deposited, on demand.

BE IT FURTHER RESOLVED, that there shall be maintained a general account in which shall be deposited all monies. The following officers or their facsimile signatures shall sign checks on this account;

, PRESIDENT
JOHN STARK, EXECUTIVE DIRECTOR

BE IT FURTHER RESOLVED, that all funds remaining in the account at the end of each business day will be transferred from U.S. Bank to the 4M Fund where funds deposited are invested and insured.

Adopted by the Economic Development Authority of Richfield, Minnesota this 15th day of January, 2019.

President

ATTEST:

Kate Aitchison, Secretary

RESOLUTION NO.

RESOLUTION DESIGNATING CERTAIN SAVING AND LOAN ASSOCIATIONS, BANKS AND CREDIT UNIONS AS DEPOSITORIES FOR THE INVESTMENT OF ECONOMIC DEVELOPMENT AUTHORITY OF RICHFIELD FUNDS IN 2019

WHEREAS, pursuant to Minnesota Statutes, Sections 118A.01 – 118A.06, municipal funds may be deposited in any Savings and Loan Association, Bank or Credit Union which has its deposits insured by the Federal Deposit Insurance Corporation (FDIC), or National Credit Union Administration (NCUA); and

WHEREAS, the amount of said deposits may not exceed the FDIC/NCUA insurance covering such deposits which insurance amount is presently \$250,000; and

WHEREAS, the deposit of Economic Development Authority funds in Savings and Loan Associations and Banks would provide greater flexibility in the Economic Development Authority's investment program and maximize interest income thereon.

NOW, THEREFORE, BE IT RESOLVED, by the Economic Development Authority of Richfield, Minnesota, as follows:

1. It is hereby found and determined that it is in the best interest of the proper management of Economic Development Authority funds that certain Savings and Loan Association and Banks be designated as additional depositories for Economic Development Authority funds for 2019.
2. It is further found and determined that the purpose of such depository designation is to facilitate the proper and advantageous investments of Economic Development Authority funds and that such designation is not exclusive nor does it preclude the deposit of any Economic Development Authority funds in other officially designated depositories of the Economic Development Authority.
3. The Finance Director is hereby authorized to deposit Economic Development Authority funds in various depositories up to the amount of \$250,000, or such other amount as may be subsequently permitted by law, such deposits to be in the form of demand accounts, payable to the Economic Development Authority of Richfield on the signatures of the Economic Development Authority Finance Director. Such deposits may be made and withdrawn from time to time by the Finance Director as his best judgment and the interests of the Economic Development Authority dictates.
4. The investment of funds and the reporting thereof pursuant to this resolution shall be conducted in accordance with established policies of the Economic

Development Authority regarding the investment of Economic Development Authority funds.

Adopted by the Economic Development Authority of Richfield, Minnesota this 15th day of January, 2019.

President

ATTEST:

Kate Aitchison, Secretary

RESOLUTION NO.

RESOLUTION DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS DEPOSITORIES FOR THE INVESTMENT OF ECONOMIC DEVELOPMENT AUTHORITY OF RICHFIELD FUNDS IN 2019

WHEREAS, the Economic Development Authority of Richfield has money which is available for investment; and

WHEREAS, different financial institutions offer different rates of return on investments; and

WHEREAS, the Economic Development Authority of Richfield shall purchase U. S. Treasury Bills, U. S. Treasury Notes and other such government securities in the manner required by law from the institution offering the highest rate to the Economic Development Authority of Richfield providing greater flexibility in the investment program and maximize interest income thereon.

NOW, THEREFORE, BE IT RESOLVED, by the Economic Development Authority of Richfield, Minnesota, in accordance with Minnesota Statutes, Sections 118A.01 – 118A.06, as follows:

1. It is hereby found and determined that it is in the best interest of the proper management of Economic Development Authority of Richfield funds that certain financial institutions be designated as additional depositories for Economic Development Authority of Richfield funds for 2019.
2. The following financial institutions designated as depositories for the Economic Development Authority of Richfield funds:

RBC Capital Markets.	Raymond James & Assoc.
4M Fund	Oppenheimer & Co.
Wells Fargo Institutional Retirement & Trust	
Northland Securities, Inc.	
3. The Finance Director is hereby authorized to deposit the Economic Development Authority of Richfield funds in any or all of the depositories herein designated. Such deposits may be made and withdrawn from time to time by the Finance Director's judgment and as the interest of the Economic Development Authority of Richfield dictates.
4. The investment of funds and the reporting thereof pursuant to this resolution shall be conducted in accordance with established policies regarding the investment of these funds.

Adopted by the Economic Development Authority of Richfield, Minnesota this 15th day of January, 2019.

President

ATTEST:

Kate Aitchison, Secretary



STAFF REPORT NO. 3
ECONOMIC DEVELOPMENT AUTHORITY
MEETING
1/15/2019

REPORT PREPARED BY: Julie Urban, Housing Manager

OTHER DEPARTMENT REVIEW: N/A

EXECUTIVE DIRECTOR REVIEW: John Stark, Executive Director
1/7/2019

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution approving a Fair Housing Policy.

EXECUTIVE SUMMARY:

The federal Fair Housing Act (FHA) prohibits housing discrimination on the basis of race/color, national origin, religion, sex, familial status, and disability. In addition, the Minnesota Human Rights Act (MHRA) adds the following protected classes: sexual orientation, marital status, status with regard to public assistance, and creed.

Cities have two obligations under the FHA. First, cities must refrain from intentional discrimination because of someone's protected class status, called disparate treatment. Second, city policies and practices cannot have a greater effect on protected classes, called disparate impact. If a city receives federal funds related to housing or urban development (e.g., Section 8, Community Development Block Grant funds), it has a third obligation to affirmatively further fair housing.

The Metropolitan Council is recommending that cities adopt local fair housing policies to actively affirm their obligations to furthering fair housing and ensuring access to and availability of housing for all.

Based on that recommendation, staff is proposing the adoption of a local Fair Housing Policy (Policy) in which the City, Housing and Redevelopment Authority (HRA), and Economic Development Authority (EDA) will commit to the following external and internal practices:

1. Intake and referral of fair housing complaints. (Note: the City does not have the authority to process or decide fair housing complaints but can provide links and referrals to appropriate resources.)
2. Make available online and in-person information regarding fair housing in the native languages of its residents.
3. Train staff and officials on fair housing.
4. Conduct periodic analyses of the City's housing inventory and codes.
5. Consider fair housing issues when reviewing development proposals and apply the City's Inclusionary Housing Policy to developments receiving City/HRA/EDA financial assistance.
6. Seek community input, particularly from underrepresented members of the community, with regard to fair housing, zoning, and development issues.

The City, HRA, and EDA currently do many of these activities, and adopting a Policy affirms these practices

and makes our intentions transparent. In addition, the Policy furthers the goal of creating a community that advances equity and inclusion for all its residents.

RECOMMENDED ACTION:

By motion: Adopt a resolution approving a Fair Housing Policy.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Many of the City's residents who are renters fall under one or more of the FHA's protected classes and may be more likely to face issues relating to fair housing. The City, HRA, and EDA have undertaken a variety of efforts in the past year-and-a-half to support renters and strengthen the City's apartment community. To date, the City, HRA and EDA have:
 - Increased funding for the Kids@Home Program.
 - Created an Apartment Remodeling Program.
 - Required projects receiving City/HRA/EDA assistance to not discriminate against Section 8 and provide advanced notice of sale.
 - Adopted building permit fee reductions for affordable housing.
 - Adopted a Tenant Protection Ordinance.
 - Adopted an Inclusionary Housing Policy.
- Adoption of a local Fair Housing Policy continues these efforts.
- The Metropolitan Council is requiring that cities adopt a local fair housing policy if they are to participate in the Council's Livable Communities Act Demonstration Grant Program (Program). This Program is an important source of funding for development projects, and the City has received several grants under this Program in the past and anticipates applying for and receiving grants in the future.
- The proposed Policy is based on a model policy developed by the Housing Justice Center and recommended by the Metropolitan Council.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The FHA prohibits housing discrimination on the basis of race/color, national origin, religion, sex, familial status, and disability. The City is obligated to follow the FHA, and as a recipient of federal housing and community development funds, the City and HRA are required to affirmatively further fair housing.
- For the past two years, one of the goals of the City Council has been to provide an environment of equity and inclusion. The proposed local Fair Housing Policy furthers that goal.

C. CRITICAL TIMING ISSUES:

- The HRA adopted the policy on November 19, 2018.
- The City Council adopted the policy on December 11, 2018.
- The Cedar Point II project was awarded a Livable Communities Development Act (LCDA) grant of \$1.2 million on November 28. The funds will not be able to be spent until a local Policy is adopted.

D. FINANCIAL IMPACT:

- Existing staff will be used to carry out the responsibilities established in the Policy.
- Many of the activities are things the City is already doing and paying for (e.g., periodically reviewing housing inventory).
- Training will have costs associated with it; however, staff have not yet identified what that training and those costs will be. Regional efforts are underway to develop appropriate training that would be available locally at a reasonable cost.
- The Cedar Point II project anticipates receiving an LCDA grant of \$1.2 million. Failure to adopt a local Policy will make the City ineligible to spend the grant, which will cause a significant financial hardship for the project.

E. LEGAL CONSIDERATION:

- The proposed Policy is consistent with the federal Fair Housing Act and the obligations the City has as a recipient of federal Section 8 and Community Development Block Grant funds.

- The City Attorney has reviewed the Policy.

ALTERNATIVE RECOMMENDATION(S):

- Decide not to adopt a local Fair Housing Policy.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
☐ Resolution	Resolution Letter
☐ Fair Housing Policy	Backup Material

RESOLUTION NO. ____

**A RESOLUTION APPROVING THE ADOPTION OF
A FAIR HOUSING POLICY**

WHEREAS, the Federal Fair Housing Act (FHA) prohibits discrimination in housing because of a person's race/color, sex, national origin, religion, familial status, or disability; and

WHEREAS, the Richfield Economic Development Authority (EDA) is obligated to comply with the FHA and not discriminate in housing on the basis of someone's protected class and to not adopt programs and policies that cause a disparate impact on a protected class; and

WHEREAS, the EDA is committed to fair housing and wants to ensure it is effectively serving its citizens that have fair housing concerns; and

WHEREAS, the EDA believes that adoption of a local policy will assist the City in serving its citizens regarding fair housing and achieving its housing goals; and

NOW, THEREFORE, BE IT RESOLVED by the Richfield Economic Development Authority, that:

1. The Fair Housing Policy is hereby approved and adopted.
2. EDA staff is authorized to carry out the policy effective immediately.

Adopted by the Richfield Economic Development Authority this 15th day of January, 2019.

Chair

ATTEST:

Secretary

**City of Richfield
Housing and Redevelopment Authority
Economic Development Authority
Fair Housing Policy**

1. Purpose/Vision

Title VIII of the Civil Rights Act establishes federal policy for providing fair housing throughout the United States. The intent of Title VIII is to ensure equal housing opportunities for all citizens. Furthermore, the City of Richfield, as a recipient of federal funds, is obligated to certify that it will affirmatively further fair housing.

The City of Richfield strives to advance its commitment to inclusion and equity by developing this Fair Housing Policy to further the goal of creating a community where all residents will thrive.

2. Fair Housing Policy Statement

It is the policy and commitment of the City of Richfield to ensure that fair and equal housing opportunities are available to all persons in all housing opportunities and development activities funded by the city regardless of race, color, religion, gender, sexual orientation, marital status, status with regard to public assistances, familial status, national origin, or disability. This is done through external policies to provide meaningful access to fair housing information and referral services for all constituents and through internal practices and procedures that promote fair housing throughout the community.

3. External Practices

a. Intake and Referral

The City of Richfield has designated the Multi-Family Housing Specialist as the responsible authority for the intake and referral of all fair housing complaints. At a minimum, the Multi-Family Housing Specialist will be familiar with state and federal fair housing laws, the complaint process for filing discrimination complaints, and the state and federal agencies that handle complaints.

The date, time, and nature of the fair housing complaint and the referrals and information given will be fully documented.

The Multi-Family Housing Specialist will advise the City Council on City programs and policies affecting fair housing and identify issues and concerns where appropriate.

b. Meaningful Access

- i. **Online Information.** The City of Richfield will display information about fair housing prominently on its website. The website will include links to various fair housing resources, including the Department of Housing and Urban Development, Minnesota Department of Human Rights, Mid-Minnesota Legal Aid, and others, as well as links to state and federal fair housing complaint forms.
- ii. **In-Person Information.** The City of Richfield will provide fair housing information to anyone requesting such information at the city offices. Information provided will include:
 1. A list of fair housing enforcement agencies;
 2. *Fair Housing: Equal Opportunity for All* information booklet; and
 3. Fair housing complaint forms for enforcement agencies.
- iii. **Languages.** The City of Richfield is committed to providing information in the native language of its residents. The City will provide information in languages other than English as needed.

4. Internal Practices

The City of Richfield commits to the following steps to promote awareness and competency of fair housing issues in all of its government functions.

- a. **Staff and Officials Training.** The City will access available training to train its staff and housing officials on fair housing considerations.

- b. Housing Analysis.** The City will review its housing inventory and community needs periodically to examine the availability and affordability of both rental and owner-occupied housing for all residents in order to have such information available for future City actions.
- c. Code Analysis.** The City will review its municipal code periodically, to identify impediments to accessing housing and any potential for disparate impact or treatment.
- d. Project Planning and Analysis.** City planning functions and development review will consider whether potential projects may perpetuate segregation or lead to displacement of protected classes, and will apply the City's Inclusionary Housing Policy in the case of developments seeking financial assistance from the City.
- e. Community Engagement.** The City will seek community input, particularly from underrepresented populations in the community, with regard to fair housing issues, development, zoning, and land use changes facilitated by the City.
- f. Affirmatively Furthering Fair Housing.** As a subrecipient of federal funds, the City will, as requested by Hennepin County as the entitlement jurisdiction, participate in the Regional Analysis of Impediments, as organized by the regional Fair Housing Implementation Council (FHIC), an ad hoc coalition of Community Development Block Grant (CDBG) entitlement jurisdictions and others working together to affirmatively further fair housing. The City will review the recommendations from the analysis for potential integration into City planning documents, including the Comprehensive Plan and other applicable documents.

Adopted:

This ____ day of _____, 2018 by the Richfield City Council.

Mayor

Secretary

This ____ day of _____, 2018 by the Richfield Housing and
Redevelopment Authority.

Chair

Secretary

This ____ day of _____, 2019 by the Richfield Economic
Development Authority.

President

Secretary



STAFF REPORT NO. 4
ECONOMIC DEVELOPMENT AUTHORITY
MEETING
1/15/2019

REPORT PREPARED BY: Lynnette Chambers, Multifamily Housing Coordinator
OTHER DEPARTMENT REVIEW: N/A

EXECUTIVE DIRECTOR REVIEW: John Stark, Community Development Director
1/8/2019

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a Professional Service Agreement with People with CAPES to provide support services to families and individuals on the Kids @ Home Program for 2019.

EXECUTIVE SUMMARY:

People with CAPES is a nonprofit organization that provides counseling, advocacy, parenting, education, and support services to Richfield individuals, families, teens, and children. Weekly Parent Share meetings are held at Hope Church on topics such as parenting, budgeting and finance, and health and wellness. Participants in the Economic Development Authority's (EDA) Kids@Home program are required to attend 10 of these Parent Share meetings per year as part of the rent assistance program. In addition, People with CAPES offers one-on-one visits to Kids@Home families, as requested.

The City of Richfield has contracted with People with CAPES under a social service agreement to provide supportive services to Richfield residents since 2016. The City's social service funding is a competitive funding cycle, and as the Kids @ Home participants are required to participate in this program, it is more appropriate for this activity to be funded by the EDA. The cost for the services provided by People with CAPES will be \$10,000 for 2019.

RECOMMENDED ACTION:

By motion: Approve a Professional Service Agreement with People with CAPES to provide counseling services for the Kids @ Home participants for 2019.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- People with CAPES has extensive knowledge of working with individuals and providing advocacy, parenting, education and support services to individuals, families, teens and children.
- In 2018, People with CAPES held 41 weekly Parent Share meetings. The majority of attendees were Kids @ Home participants, but a number of other Richfield residents attended.
- In 2018, People with CAPES provided one on one counseling sessions with individual families from the Kids @ Home Program and other Richfield residents on 86 occasions.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Entering into the Professional Service Agreement with People with CAPES would enable the Kids @ Home participants to receive the supportive services piece of the Kids @ Home Rent Assistance Program. This valuable resource is also used by other residents of Richfield.

C. CRITICAL TIMING ISSUES:

- The current Social Service Agreement with People with CAPES expired on December 31, 2018. A new Professional Service Agreement is necessary in order to continue offering counseling and advocacy services to participants in the Kids @ Home Program.

D. FINANCIAL IMPACT:

- The Economic Development Authority would pay People with CAPES \$10,000 for their counseling and advocacy services.
- In 2018, People with Capes was funded in the amount of \$9,250 by the City of Richfield through its social services funding.
- Adequate funds are designated in the 2019 budget for these expenses.

E. LEGAL CONSIDERATION:

- The EDA Attorney reviewed the original Agreement.

ALTERNATIVE RECOMMENDATION(S):

- Do not approve the Professional Service Agreement.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
□ Professional Services Agreement	Contract/Agreement

PROFESSIONAL SERVICE AGREEMENT

People with CAPES

THIS PROFESSIONAL SERVICE AGREEMENT (the “Agreement”) made and entered into by and between the Richfield Economic Development Authority, State of Minnesota, hereinafter referred to as the “EDA”, and People with CAPES hereinafter referred to as “the Contractor”.

WITNESSETH:

WHEREAS, the EDA wishes to purchase the services of the Contractor;
and

WHEREAS, the Contractor wishes to provide the services to the EDA.

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

1. **SCOPE OF SERVICES AND TERM**

The Contractor shall perform the work as described in Exhibit A to this Agreement, which is incorporated herein by reference.

The Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the services and is appropriately licensed by all applicable agencies and governmental entities.

The Contractor shall not perform any additional services without the express written permission of the EDA.

This Agreement is effective beginning January 1, 2019 and will be in effect until December 31, 2019, unless cancelled by either party under paragraph 11 of this Agreement.

2. **PAYMENT FOR SERVICES**

Invoices must be submitted bi-annually. Payment for services shall be made directly to the Contractor by check. Invoices shall be of sufficient detail for the EDA to determine the activity and personnel for which

payment is being made. Payment shall be made within 30 days of receipt of an invoice by the EDA. The total payments for services provided under this agreement shall not exceed 10,000.00.

The EDA shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes from payments made under this Agreement.

If the EDA objects to all or any portion of any invoice, the EDA shall notify the Contractor of the dispute with ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute.

3. INDEPENDENT CONTRACTOR

The Contractor shall select the means, method, and manner of performing the services herein in consultation with the EDA. Nothing is intended or should be construed in any manner as creating or establishing the relationship of copartners between the Contractor and the EDA or as constituting the Contractor as the agent, representative, or employee of the EDA for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons while engaged in the performance of any work or services required by this Agreement shall have no contractual relationship with the EDA, and shall not be considered employees of the EDA. The Contractor shall also supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement.

Any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment, including, without limitation, claims of discrimination against The Contractor, its officers, agents, contractors, or employees shall in no way be the responsibility of the EDA. The Contractor shall indemnify and hold the EDA, its officers and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. The Contractor, anyone directly or indirectly employed by the Contractor, subcontractors of the Contractor or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the EDA, including, without limitation, tenure rights, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, retirement benefits (including but not limited to PERA).

4. NONDISCRIMINATION

The EDA operates in accordance with the City of Richfield's policies against discrimination. The Contractor shall abide by all City policies, as well as all applicable Federal and State laws, against discrimination including, but not limited to, Minn. Stat. § 181.59.

5. INDEMNITY

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the EDA, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

6. INSURANCE

- A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The EDA shall be named as an additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.
- C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
- D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the EDA a Certificate of Insurance as evidence that the above coverages are in full force and effect.

7. RECORDS - AVAILABILITY

The Contractor agrees that the EDA, the State Auditor, or any of their duly authorized representatives 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 books, documents, papers, records, etc., which are pertinent to the accounting

practices and procedures of the Contractor and involve transactions relating to this Agreement. Records shall be retained for three years from date of final payment with respect to the project. All reports, memos, and other data produced by the Contractor shall become the property of the EDA.

8. DATA PRACTICES COMPLIANCE

This contract is governed by Minnesota Statutes, § 13.05, subds. 6 and 11, the provisions of which are incorporated by reference into this contract. The EDA agrees to give the Contractor access to data collected or maintained by the EDA as necessary to perform the Contractor's obligations under this Agreement. The Contractor agrees to maintain all data obtained from the EDA consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.02 et seq. The Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the EDA. The Contractor agrees to indemnify the EDA from any claim, liability, damage or loss asserted against EDA as a result of the Contractor's failure to comply with the requirements of this paragraph; provided that the Contractor shall have no duty to defend or indemnify where the Contractor has acted in conformance with the EDA's written directions. Upon termination of this contract, the Contractor agrees to return data to the EDA, as requested by the EDA.

9. NON-ASSIGNMENT

The Contractor shall not assign, subcontract, transfer, or pledge this contract and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the EDA. To the extent that the EDA consents to the subcontracting of any of the services of this agreement, the Contractor agrees to bind every subcontractor by the applicable terms, conditions, and provisions to the subcontractor's work as set forth in this Agreement, unless otherwise specifically agreed otherwise in writing by the EDA, and to pay every subcontractor within 10 days of receipt of payment from the EDA pursuant to Minn. Stat. § 471.425.

10. MERGER AND MODIFICATION

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 items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any material 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.

11. DEFAULT AND CANCELLATION

The EDA shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Contractor.

If the Contractor refuses or fails to complete the tasks described in paragraph 1, or to complete the services in a manner satisfactory to the EDA, the EDA may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. After such notice, the Contractor shall have ten (10) days to cure, to the satisfaction of the EDA. If the Contractor fails to cure, the EDA shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated in paragraph 13.

In the event of termination, the EDA shall only be responsible to pay for all services satisfactorily performed by the Contractor to the effective date of termination, as described in the final invoice to the EDA.

12. CONTRACT ADMINISTRATION

In order to coordinate the services of the Contractor with the activities of the EDA so as to accomplish the purposes of this contract, Julie Urban and Lynnette Chambers shall manage this contract on behalf of the EDA.

In addition, from time to time, meetings shall be held between the Contractor and EDA staff. The Contractor may also report directly to the EDA Board of Commissioners.

13. NOTICES

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement shall be in writing.

Notices shall be sent as follows:

Community Development Department
Attn: Lynnette Chambers
6700 Portland Avenue South
Richfield, MN 55423

People with CAPES
ATTN: Tamara Whear

7132 Portland Avenue South
Richfield, MN 55423

14. GENERAL PROVISIONS

- A. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- B. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the EDA.
- C. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.
- D. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- E. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the EDA.
- F. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- G. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

The Contractor having signed this contract, and the EDA having duly approved this contract on _____, and pursuant to such approval and the proper EDA officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

**RICHFIELD ECONOMIC DEVELOPMENT AUTHORITY
STATE OF MINNESOTA**

By: _____
President

By: _____
Chairperson

(FILL IN CONTRACTOR NAME)

By: _____
Its

By: _____
Its

EXHIBIT A

SCOPE OF WORK

People with CAPES will provide counseling, advocacy, parenting, education and support services to individuals, families, teens and children, including at risk youth, for the purpose of empowering families and individuals living in the City of Richfield.

They will accomplish that objective by conducting the following activities:

1. Plan and host 39-41 ParentShare meetings.
2. Offer one-on-one counseling for Kids@Home clients.

People with CAPES agrees to the following outcome measures:

Parent – Improve community skills, and effective parenting skills. Ability to recognize the normal rate of child development – skill level and behavior, use appropriate tone and volume, express appropriate emotional states and express clearly to child/teen. Parents will be able to interact socially in an appropriate and effective manner, make mentally healthy decisions, enjoy each child/teen, help child/teen in a learning situation and set limits/boundaries as well as protect child/teen from harm.

Child/Children – Ability to express self-clearly for age appropriateness, comply with adult requests, use appropriate language for emotions, receive comfort, communicate with peers, teachers, etc. and recognize their role in regard to adults.