



**REGULAR HOUSING AND REDEVELOPMENT AUTHORITY MEETING  
VIRTUAL MEETING HELD VIA WEBEX  
MAY 18, 2020  
7:00 PM**

Call to Order

Attendance Roll Call

Open Forum

1. ***Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Housing and Redevelopment Authority on items not on the agenda. Individuals who wish to address the Housing and Redevelopment Authority must have submitted comments to ldubois@richfieldmn.gov prior to the meeting.***

Approval of the minutes of the Regular Housing and Redevelopment Authority meeting of April 20, 2020.

**AGENDA APPROVAL**

2. Approval of the Agenda
3. **Consent Calendar contains several separate items which are acted upon by the HRA in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further HRA action on these items is necessary. However, any HRA Commissioner may request that an item be removed from the Consent Calendar and placed on the regular agenda for HRA discussion and action. All items listed on the Consent Calendar are recommended for approval.**

- A. Consider adoption of a resolution authorizing the Housing and Redevelopment Authority to affirm the monetary limits on statutory municipality tort liability.

Staff Report No. 16

4. Consideration of items, if any, removed from Consent Calendar

**OTHER BUSINESS**

5. Consideration of an amendment to the Professional Services Agreement with Volunteers Enlisted to Assist People to provide emergency rent assistance to low-income Richfield households impacted by the COVID-19 crisis.

Staff Report No. 17

**HRA DISCUSSION ITEMS**

6. HRA Discussion Items

**EXECUTIVE DIRECTOR REPORT**

7. Executive Director's Report

**CLAIMS**

8. Claims

9. 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.**



# HOUSING AND REDEVELOPMENT AUTHORITY MEETING MINUTES

Richfield, Minnesota

## Regular Meeting Virtual Meeting held via Webex

April 20, 2020

### CALL TO ORDER

The meeting was called to order by Chair Supple at 7:00 p.m. via Webex.

*HRA Members Present:* Mary Supple, Chair; Maria Regan Gonzalez; Sue Sandahl; Erin Vrieze Daniels; and Pat Elliott.

*HRA Members Absent:* None

*Staff Present:* John Stark, Executive Director; Julie Urban, Housing Manager; and LaTonia DuBois, Administrative Assistant.

### OPEN FORUM

No speakers

### APPROVAL OF THE MINUTES

M/Elliott, S/Vrieze Daniels to approve the minutes of the regular Housing and Redevelopment Authority meeting of March 16, 2020.

Motion carried 5-0

Item #1

APPROVAL OF THE AGENDA

M/Elliott, S/Sandahl to approve the agenda.

Motion carried 5-0

Item #2

APPROVAL OF THE CONSENT CALENDAR

Executive Director Stark presented the consent calendar.

- A. Consideration of the adoption of a resolution authorizing execution of a Developer Agreement with the West Hennepin Affordable Land Housing Trust, dba Homes Within Reach, for the acquisition, rehabilitation and sale of houses under the New Home Program. (S.R. No. 13)

RESOLUTION NO. 1357

RESOLUTION APPROVING DEVELOPER AGREEMENT WITH WEST HENNEPIN AFFORDABLE HOUSING LAND TRUST DBA HOMES WITHIN REACH

- B. Consideration of a resolution authorizing the Housing and Redevelopment Authority Executive Director to grant a 120-day extension to deadlines in existing contracts. (S.R. No. 14)

RESOLUTION NO. 1358

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RICHFIELD TO EXTEND DEADLINES IN EXISTING CONTRACTS

M/Regan Gonzalez, S/Elliott to approve the consent calendar.

Motion Carried 5-0

<b>Item #3</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</b>
----------------	--

None

<b>Item #4</b>	<b>CONSIDERATION OF A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH VOLUNTEERS ENLISTED TO ASSIST PEOPLE TO PROVIDE EMERGENCY RENT ASSISTANCE TO LOW-INCOME RICHFIELD HOUSEHOLDS IMPACTED BY THE COVID-19 CRISIS. (S.R. NO. 15)</b>
----------------	---

Housing Manager Urban presented Staff Report No.15.

Commissioner Regan Gonzalez inquired about the funds being considered as additional income to renters, how busy VEAP is with calls and what the HRA could do assist with knowing what the funds are.

Housing Manager Urban explained the funds would go directly to landlords and would not count as additional income to renters, how the Housing and Redevelopment Authority would receive regular updates from VEAP regarding funds and who the program was available to.

RESOLUTION NO. 1359

RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH VEAP, INC.

M/Regan Gonzalez, S/Elliott to approve a resolution authorizing a professional services agreement with Volunteers Enlisted to Assist People, Inc., (VEAP).

Motion Carried 5-0

Commissioners mentioned the need for assistance in the community, expressed gratitude for the opportunity to be able to help and thanked staff for their work.

<b>Item #5</b>	<b>HRA DISCUSSION ITEMS</b>
----------------	-----------------------------

None

<b>Item #6</b>	<b>EXECUTIVE DIRECTOR REPORT</b>
----------------	----------------------------------

Executive Director Stark provided development updated on current projects, mentioned there will be some delay on some projects due to the Covid-19 crisis. Housing Manager Urban provided updates on various housing programs.

<b>Item #9</b>	<b>CLAIMS</b>
----------------	---------------

M/Sandahl, S/Elliott that the following claims be approved:

<b>U.S. BANK</b>	<b>4/20/2020</b>
Section 8 Checks 131596-131693	\$181,378.86
HRA Checks 33826-33837	\$18,290.99
<b>Total</b>	<b>\$199,669.85</b>

Motion carried 5-0

<b>Item #10</b>	<b>ADJOURNMENT</b>
-----------------	--------------------

The meeting was adjourned by unanimous consent at 7:32 p.m.

Date Approved: May 18, 2020

---

Mary B. Supple  
HRA Chair

---

LaTonia DuBois  
Administrative Assistant

---

John Stark  
Executive Director



**STAFF REPORT NO. 16**  
**HOUSING AND REDEVELOPMENT AUTHORITY**  
**MEETING**  
**5/18/2020**

REPORT PREPARED BY: Krista Guzman, HR Manager  
OTHER DEPARTMENT REVIEW: N/A

EXECUTIVE DIRECTOR REVIEW: John Stark, Executive Director  
5/14/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider adoption of a resolution authorizing the Housing and Redevelopment Authority to affirm the monetary limits on statutory municipality tort liability.**

**EXECUTIVE SUMMARY:**

The Housing and Redevelopment Authority (HRA) purchases its insurance from the League of Minnesota Cities Insurance Trust (LMCIT). Each year, the HRA must either affirm or waive its statutory limits of liability by July 1. After reviewing cost considerations measured against potential risk, the HRA has, historically, affirmed the liability limits which are \$500,000 for an individual claimant and \$1,500,000 per occurrence. Staff is recommending the same course of action for the current period.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution authorizing the Housing and Redevelopment Authority to affirm the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- A requirement of insurance coverage through the LMCIT is an annual affirmation or waiver of statutory limits of liability.
- The current statutory limits of liability for Minnesota cities and political entities are \$500,000 for an individual claimant and \$1,500,000 per occurrence. Cities can waive these limits to allow an individual claimant to recover more than \$500,000, up to the \$1,500,000 per occurrence limit, if excess liability insurance is purchased. However, the cost of excess liability insurance continues to be very expensive. An additional \$1,000,000 of coverage would cost the HRA approximately \$6,000 annually.
- Slightly more than half of the cities in Minnesota do not waive its limits of liability.

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

- The State Statute establishes liability limits for cities and the current level is \$1,500,000, which appears to be a reasonable limit.
- Historically, just over one-half of the municipalities in Minnesota have not waived the monetary limits on municipality tort liability as was established by Statutes 466.06.
- The HRA could waive its statutory limits in future years if the Commissioners should decide to do so.
- The City of Richfield has historically not waived its limits of liability.

**C. CRITICAL TIMING ISSUES:**

- The HRA's insurance policy with the League of Minnesota Cities Insurance Trust renews on July 1, 2020. This action must be completed before that time.
- The HRA does not have to make a decision on purchasing excess liability coverage at this time. Coverage such as excess liability may be added at any time.

**D. FINANCIAL IMPACT:**

- There is a slight premium savings for political entities that affirm the statutory monetary limits. For the Richfield HRA, the savings would be less than \$1,000 for the coverage year.
- The HRA has historically not purchased excess liability coverage because of the relatively high cost of such coverage. The cost for \$1,000,000 of excess coverage would likely be between \$6,000 and \$8,000 per year.

**E. LEGAL CONSIDERATION:**

- The tort liability limits established by Minnesota statutes have historically protected cities and no Minnesota court has ever established a monetary award in excess of the statutory limits against a municipality.
- Each municipal entity must annually decide whether the entity would voluntarily waive the statute for both the single claims and each occurrence limit.

**ALTERNATIVE RECOMMENDATION(S):**

- If the HRA feels that any single claimant should receive more than the \$500,000 limit, the HRA could elect to waive the statutory monetary limits.
- If the HRA feels that the \$1,500,000 per occurrence limit is not adequate, the HRA could purchase excess liability coverage.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Tort Liability HRA Resolution	Resolution Letter

**HRA RESOLUTION NO.**

**RESOLUTION AFFIRMING MUNICIPAL TORT LIABILITY LIMITS ESTABLISHED BY  
MINNESOTA STATUTES 466.04**

**WHEREAS**, Minnesota Statute 466.04 provides for Municipal tort liability limits for Minnesota cities and for other municipal entities like the Richfield Housing and Redevelopment Authority; and

**WHEREAS**, the League of Minnesota Cities Insurance Trust has asked that each participating entity review the tort liability limits and determine if the respective entity would choose to waive its limits; and

**WHEREAS**, such decision to affirm or waive the tort liability limits must be filed with the League of Minnesota Cities Insurance Trust at the insurance renewal date.

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Director is directed to report to the League of Minnesota Cities Insurance Trust that the Richfield HRA does not waive the monetary limits on the municipal tort liability established by Minnesota statutes 466.04.

Approved by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota this 18<sup>th</sup> day of May, 2020.

---

Mary Supple, Chair

ATTEST:

---

Maria Regan Gonzalez, Secretary





**STAFF REPORT NO. 17**  
**HOUSING AND REDEVELOPMENT AUTHORITY**  
**MEETING**  
**5/18/2020**

REPORT PREPARED BY: Julie Urban, Housing and Redevelopment Manager  
OTHER DEPARTMENT REVIEW:

EXECUTIVE DIRECTOR REVIEW: John Stark, Executive Director  
5/14/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of an amendment to the Professional Services Agreement with Volunteers Enlisted to Assist People to provide emergency rent assistance to low-income Richfield households impacted by the COVID-19 crisis.**

**EXECUTIVE SUMMARY:**

The COVID-19 crisis (Crisis) is having a negative economic impact on Richfield residents. Job losses and reduction in income create food insecurity and housing instability, especially for low-income households. Volunteers Enlisted to Assist People (VEAP) provides emergency rent and food assistance to Richfield households, and they have seen a significant increase in requests for assistance for both food and rent since the State's Stay at Home order was enacted. The City annually provides funding to VEAP for this assistance; however, increased needs have led to a need for additional funding.

In April, the Housing and Redevelopment Authority (HRA) provided an immediate \$30,000 in funding to VEAP to expand its emergency rental assistance program to renters financially impacted by the Crisis. Using these and additional funds, VEAP spent \$41,685 on rent assistance to 36 Richfield renter households at the end of April and the first week of May. VEAP has requested an additional \$40,000 to assist them in serving Richfield households.

The source of funds for the rental assistance would be the HRA's Capital Improvement Fund. The Capital Improvement Fund was created many years ago with the intention of maintaining a \$1 million balance and using investment earnings for special programs and/or emergency situations. There is currently \$1,096,207 available in the Capital Improvement Fund. Staff recommends that the HRA allocate \$40,000 more of these funds to VEAP at this time and authorize the Executive Director to further amend the Agreement to provide an additional \$55,000, if needed.

**RECOMMENDED ACTION:**

**By motion: Approve a resolution authorizing an amendment to the Professional Services Agreement with Volunteers Enlisted to Assist People to provide \$40,000 in emergency rental assistance to low income Richfield households, and authorize the Executive Director to further amend the Agreement up to an additional \$55,000 as needed.**

**BASIS OF RECOMMENDATION:**

#### **A. HISTORICAL CONTEXT**

- VEAP serves low-income families, children, seniors, and individuals at serious risk of hunger and homelessness. Serving the South Hennepin County communities of Bloomington, Richfield, Edina, and South Minneapolis, VEAP offers immediate and caring support through access to healthy foods, stable housing, and financial support and assistance. The City provides human services funds annually to VEAP to provide assistance to Richfield households earning up to 200% of the federal poverty level.
- In 2019, VEAP assisted 31 Richfield households with rent assistance at the cost of \$50,000. In late April and the first week of May, VEAP assisted 36 households with rent assistance at the cost of \$41,685.
- On April 26, 2020, the City approved an emergency ordinance establishing an Affordable Housing Trust Fund (Trust Fund) through which the funds will be provided to VEAP for rent assistance. First reading of a permanent Trust Fund was held on May 12 and a second reading and public hearing will be held on May 26, 2020.

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

- The Crisis is having an economic impact on members of our community. VEAP is seeing a significant increase in the number of calls from Richfield residents seeking food and emergency rent assistance due to the loss of jobs and income. People with the lowest incomes are most at risk of hunger and housing instability. Supporting housing stability is a core part of the HRA's mission.
- VEAP also works closely with Hennepin County and other organizations to leverage additional resources by ensuring that residents are able to access as many resources as possible.
- VEAP provides assistance to households regardless of immigration status and is in the process of expanding the number of staff people who speak Spanish in order to provide better access to its programs. It is a core value of the City to work with partners to promote an environment of equity and inclusion.

#### **C. CRITICAL TIMING ISSUES:**

- VEAP experienced a surge in demand at the end of April and beginning of May and anticipates seeing a similar increase in requests for assistance at the end of May and early June.

#### **D. FINANCIAL IMPACT:**

- The HRA's Capital Improvement Fund was created years ago as an interest-earning fund and intended to provide a source of funding for future needs. The policy established at the time was to maintain \$1 million in the fund and to use the interest to fund special HRA programs. There is currently \$1,096,207 in the Capital Improvement Fund. Staff recommends that an additional \$40,000 be accessed for emergency rent assistance at this time and that staff be authorized to provide up to \$55,000 beyond that as the need arises.
- VEAP has also been awarded Community Development Block Grant - COVID funds (CDBG-CV) to provide food and rent assistance to Richfield and Edina residents. The federal funds have restrictions that limit the amount of and length of time assistance can be given but will be paired with local funds to fully meet household needs.
- If additional funding is needed, the HRA may be asked to consider using one or more of the following funding sources:
  - Divert \$20,000 from the Apartment Liaison Program;
  - Ask the Economic Development Authority to divert \$15,000 from the Kids@Home Program;
  - Spend more from the Capital Improvement Fund, leaving less than a \$1 million balance.

#### **E. LEGAL CONSIDERATION:**

- The HRA Attorney prepared the Professional Services Agreement.
- The City is creating a Trust Fund to facilitate the proposed emergency rent assistance. Legislation was passed in 2017 giving cities the ability to establish Affordable Housing Trust Funds. The Trust Fund gives clear authority to cities to provide rental subsidies. The HRA will be

the administrator of the Trust Fund.

**ALTERNATIVE RECOMMENDATION(S):**

Decide not to approve the Amendment to the Agreement.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter
□ Amendment to Professional Services Agreement	Contract/Agreement
□ Original Professional Services Agreement	Contract/Agreement

**HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF RICHFIELD, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE  
AGREEMENT WITH VEAP, INC.**

WHEREAS, the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the “Authority”) enters into professional service agreements with vendors and contractors from time to time; and

WHEREAS, the Authority entered into a professional service agreement with VEAP, Inc., a Minnesota nonprofit corporation (the “Contractor”), for the administration of a social services program to provide emergency rental assistance for up to six months to low-income individuals, seniors, youth and families in the City of Richfield who are affected by the COVID-19 pandemic, and associated staffing and administrative costs (collectively, the “Services”); and

WHEREAS, additional funding is needed for the emergency rental assistance due to continuing impacts from the COVID-19 pandemic; and

WHEREAS, there has been presented before the Board of Commissioners of the Authority a form of an Amendment to the Professional Service Agreement (the “Amendment to the Professional Service Agreement”) to be executed by the Authority and the Contractor, which sets forth the terms of the Services to be provided by the Contractor; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota as follows:

1. The Amendment to the Professional Service Agreement is hereby in all respects authorized, approved, and confirmed, and the Chair and the Executive Director are hereby authorized and directed to execute the Professional Service Agreement for and on behalf of the Authority in substantially the form now on file with the Executive Director but with such modifications as shall be deemed necessary, desirable, or appropriate, the execution thereof to constitute conclusive evidence of their approval of any and all modifications therein.

2. The Chair and the Executive Director are hereby authorized to execute and deliver any and all documents deemed necessary to carry out the intentions of this resolution and the Professional Service Agreement.

3. The Executive Director is also hereby authorized to execute an additional amendment in an amount not to exceed \$55,000, as needed.

3. This resolution shall be in full force and effect as of the date hereof.

Adopted by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota this 18th day of May, 2020.

\_\_\_\_\_  
Mary B. Supple, Chair

\_\_\_\_\_  
Maria Regan Gonzalez, Secretary

## AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment (the "Amendment") is made as of the 18th day of May, 2020, by and between the Housing and Redevelopment Authority in and for the City of Richfield, a public body corporate and politic under the laws of the State of Minnesota (the "HRA"), a public body corporate and politic under the laws of the State of Minnesota, and VEAP, Inc. (the "Contractor"), a Minnesota nonprofit corporation. This Amendment amends the Professional Services Agreement, dated April 20, 2020 (the "Original Agreement"). The Original Agreement, as amended by this Amendment is referred to herein as the "Agreement,"

### WITNESSETH:

**WHEREAS**, pursuant to the Original Agreement, the Contractor agreed to provide services to the HRA; and

**WHEREAS**, the parties wish to amend the Agreement as hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations of the parties under the Agreement and this Amendment, the parties hereby agree that the Agreement is amended as follows:

1. Amendment to Item 2: Payment for Services. The total amount of the contract is increased to include an additional payment of \$40,000 on or before May 31, 2020.

2. Confirmation of Agreement. Except as specifically amended herein, the Agreement is hereby ratified and confirmed, and remains in full force and effect.

The Contractor having signed this Amendment, and the HRA having duly approved this Amendment on May 18, 2020, and pursuant to such approval and the proper HRA officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

### **RICHFIELD HOUSING AND REDEVELOPMENT AUTHORITY**

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

By: \_\_\_\_\_  
Executive Director

**VEAP, INC.**

By: \_\_\_\_\_  
Its Executive Director

## PROFESSIONAL SERVICE AGREEMENT

VEAP, INC.

**THIS PROFESSIONAL SERVICE AGREEMENT** (the “Agreement”) made and entered into by and between the Richfield Housing and Redevelopment Authority, hereinafter referred to as the “HRA”, and the VEAP, Inc., a Minnesota nonprofit corporation, hereinafter referred to as “the Contractor”.

### WITNESSETH:

**WHEREAS**, the HRA wishes to purchase the services of the Contractor;  
and

**WHEREAS**, the Contractor wishes to provide the services to the HRA.

**NOW, THEREFORE**, in consideration of the mutual undertakings and agreements hereinafter set forth, the HRA 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 HRA.

This Agreement is effective beginning April 29, 2020, and will be in effect until December 31, 2020. The Agreement will be terminated automatically on December 31, 2020. The agreement may also be terminated by the City, with or without cause, upon giving 30 days’ notice prior to written notice to the Contractor.

**2. PAYMENT FOR SERVICES**

In exchange for the services provided under this Agreement by the Contractor, the HRA shall pay the Contractor \$30,000 in one lump sum on or before April 30, 2020, following the receipt of a fully-executed Agreement.

**3. INDEPENDENT CONTRACTOR**

The Contractor shall select the means, method, and manner of performing the services herein in consultation with the HRA. Nothing is intended or should be construed in any manner as creating or establishing the relationship of copartners between the Contractor and the HRA or as constituting the Contractor as the agent, representative, or employee of the HRA 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. 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 HRA, and shall not be considered employees of the HRA. 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 HRA. The Contractor shall indemnify and hold the HRA, 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 HRA, 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 HRA 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 HRA and the City of Richfield, and their 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 HRA 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 HRA a Certificate of Insurance as evidence that the above coverages are in full force and effect.

**7. RECORDS - AVAILABILITY**

The Contractor agrees that the HRA, 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 HRA.

**8. DATA PRACTICES COMPLIANCE**

This contract is governed by Minnesota Statutes, Chapter 13 (the “Minnesota Government Data Practices Act”) and specifically § 13.05, subd. 6 and 11, the provisions of which are incorporated by reference into this contract. The HRA agrees to give the Contractor access to data collected or maintained by the HRA as necessary to perform the Contractor's obligations under this Agreement. The Contractor agrees to maintain all data obtained from the HRA 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 HRA. The Contractor agrees to indemnify the HRA from any claim, liability, damage or loss asserted against HRA 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 HRA's written directions. Upon termination of this contract, the Contractor agrees to return data to the HRA, as requested by the HRA.

**9. NO 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 HRA. To the extent that the HRA 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 HRA, and to pay every subcontractor within 10 days of receipt of payment from the HRA 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 HRA 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 HRA, the HRA 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 HRA. If the Contractor fails to cure, the HRA 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 HRA 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 HRA.

**12. CONTRACT ADMINISTRATION**

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

In addition, from time to time, meetings shall be held between the Contractor and HRA staff. The Contractor may also report directly to the HRA 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: Julie Urban  
6700 Portland Avenue South  
Richfield, MN 55423

VEAP, Inc.  
Attn: Kari Thompson  
9600 Aldrich Avenue South  
Bloomington, MN 55420

#### 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 HRA.
- 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 HRA.
- 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 HRA having duly approved this contract on April 20, 2020, and pursuant to such approval and the proper HRA officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

**RICHFIELD HOUSING AND REDEVELOPMENT AUTHORITY**

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

By: \_\_\_\_\_  
Executive Director

**VEAP, INC.**

By: \_\_\_\_\_  
Its Executive Director

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Program**

VEAP will provide support and rental assistance to low income renters impacted by the COVID-19 crisis. Specifically, VEAP will provide 1) support for low and moderate income renters to maintain safe and stable housing by communicating with property management and negotiating payment arrangements directly with property management or landlords, a need which could increase as job hours are cut or job loss occurs; 2) limited emergency rent assistance to help maintain housing stability and prevent homelessness, and 3) administration and staffing as needed to provide housing stability to residents of the City.

#### **Actions of Contractor**

- A. Contractor will provide regular progress reports to the HRA as to the expenditure of funds. Upon completion of all services, VEAP will provide a close-out report showing the use of all funds provided.
- B. Contractor will provide services under this agreement to all persons without regard to race, color, sex, marital status, or status with regard to public assistance or disability.