



BOARD OF COMMISSIONERS
MONTHLY BUSINESS MEETING

DECEMBER 23, 2020

9:00 A.M.

W. ANDREW BOSS BUILDING
555 N. WABASHA ST.

I. ROLL CALL

II. MISSION MOMENT: CHAIR THOMPSON WILL EXPLAIN THIS NEW
ADDITION TO THE BOARD MEETING AGENDA

III. INTRODUCTION OF NEW STAFF

IV. APPROVAL OF MEETING MINUTES: DECEMBER 9, 2020

V. REVIEW OF BILLS AND COMMUNICATIONS: BANK REGISTERS FOR
NOVEMBER 2020

VI. UNFINISHED BUSINESS

1. THANK YOU LETTER TO TOM REDING

VII.A. NEW BUSINESS CONSENT ITEMS

The following items are considered to be routine or non-controversial and will be approved in one motion, without discussion. If a Board member or other meeting attendee wishes to discuss a particular item, that person should inform the Chair and the item will be moved to the Discussion portion of the agenda.

1. ASSISTANT INFORMATION TECHNOLOGY (IT) MANAGER;
RECLASSIFICATION

2. PUBLIC HOUSING ANNUAL AGENCY PLAN FOR PHA FISCAL YEAR 2022

VII.B. NEW BUSINESS DISCUSSION ITEMS

1. SECTION 8 HOUSING CHOICE VOUCHER PROGRAMS; "FAMILIES
FIRST" PARTNERSHIP

VIII. INFORMATIONAL ITEMS

A. 2019 CRIME STATISTICS REPORT FROM ST. PAUL POLICE
DEPARTMENT

B. ROUTINE CALENDAR BOARD REPORTS

- C. HOUSING CHOICE VOUCHER (HCV) PROGRAMS; VETERANS AFFAIRS SUPPORTIVE HOUSING; ADDITIONAL VASH VOUCHERS RECEIVED
- D. LETTER TO RYAN COMPANIES; FORD SITE REDEVELOPMENT – CLEVELAND HI-RISE
- E. LETTER FROM MINNEAPOLIS AND ST. PAUL PHAs TO COMMISSIONER MALCOLM, MINNESOTA DEPARTMENT OF HEALTH; RE: MN COVID-19 VACCINATION STRATEGY
- F. LETTER FROM CLPHA’S EXECUTIVE DIRECTOR SUNIA ZATERMAN; CLPHA 2020 ACCOMPLISHMENTS PUBLICATION

IX. INFORMAL BOARD DISCUSSION: CHAIR THOMPSON WILL EXPLAIN THIS NEW ADDITION TO THE BOARD MEETING AGENDA

- A. TODAY, THE CHAIR ASKS BOARD MEMBERS TO BE PREPARED TO “BRIEFLY SHARE THREE THINGS ABOUT YOURSELF YOU’D LIKE OTHER COMMISSIONERS TO KNOW”
- B. THE CHAIR WILL ALSO OFFER SOME IDEAS ABOUT FUTURE MEETINGS FOR REACTION FROM OTHER COMMISSIONERS, INCLUDING COMMISSIONER RETREATS, CONTINUED BOARD 101 PRESENTATIONS AND POST COVID ON-SITE MEETINGS



December 15, 2020

To: Tom Reding

Re: Thank you for your 10 years of service as the Board Chair for the PHA's Board of Commissioners

Dear Mr. Reding:

The staff of the Saint Paul Public Housing Agency (PHA) would like to thank you for your 10 years of service serving as the Chairperson for the PHA's Board of Commissioners. We especially appreciate your deep knowledge of the community and your special expertise in law enforcement and public administration, as well as your leadership in leading efficient Board meetings.

Below are testimonial comments from staff:

"Chair Reding, thank you for welcoming me in as General Counsel to the best Board of Commissioners there is. Not every lawyer gets as Board Chair that is also trained as an attorney. I've appreciated your eagle eye and advice on all things PHA." – Louise Seeba

"Thank you for all your support and guidance for the Resident Services programs, especially ACOP. With your invaluable insight and first-hand experience with the St. Paul Police Department, you have challenged us and asked all the right questions; this has brought the program to an exceptional level the PHA has never seen." – Kim Nguyen

"Tom, I'm especially thankful for the work you put in prior to Board meetings, helping staff focus on issues by questioning how a process works or what staff anticipates as a result. Your leadership helps the PHA maintain its high performer status. Thank you for your 10 years of service as the Chairman of the PHA's Board of Commissioners." –Ron Moen

"Thank you Chair Reding for your 10 years of service as the Board Chair. Your guidance and support that you provide to the Agency has been extraordinary! The recommendations and guidance has assisted in making the St. Paul Public Housing Agency successful and the best in the country!" – Charisse Brown

“At every Board meeting I appreciate how Chair Reding displays dedication to the PHA’s mission, the broader St. Paul community and our current and future residents. Thanks Tom for your guidance and recognition of the work of PHA staff over your many years of service to the St. Paul PHA.” – Tim Angaran

“Thanks, Chair Reding, for your great leadership. I really appreciate your acknowledgment and praise of the hard work that staff puts into the Board Reports and the projects they describe.” – Jordan LaSota

“Thank you, Tom, for your active engagement, interest, and investment in the PHA’s mission over the years! I particularly appreciate your thoughtful questions, and look forward to many more in the future!” – Dominic Mitchell

“Thank you for your long and diligent service as our PHA Board Chair, Tom. Your careful review of every document in each Board meeting packet motivated me [us] to write every report as clearly and comprehensively as I [we] could. More often than not Jon honed the language even more, with the same thought in mind. All of us staff were challenged—in a good way—to prepare thoroughly for your thoughtful questions at the meetings.” – Al Hester

“On a professional and personal level, I want to thank you for your 10 years of service to the PHA as the Board Chair. Your wisdom and leadership has enabled the PHA to do some amazing things and your legacy will motivate even more success for years to come. I am grateful for the opportunity I had to work with you and I wish you the very best in your future endeavors.” – Best, Sean Whatley

“Thank you, Tom, for your 10 years of service as the PHA Board chair. As the Recording Secretary for the Board of Commissioners, I appreciate your leadership in keeping us on task at the monthly meetings.” – Mai Moua

“PHA staff in the HR and RI departments would like to express their sincere gratitude for Commissioner Reding’s guidance and strong support over the years in his role as the PHA Board Chair, and look forward to his continuation on the PHA’s Board of Commissioners.” – Alicia Huckleby

“I have been attending the PHA Board meetings regularly for the past couple of years and I appreciate Chair Reding’s attention to detail and thoroughness in running the monthly business meetings. Thank you for your service to the St. Paul PHA.” – Brent Feller

“Thanks, Chair Reding, for the leadership you have shown over the last 10 years. You kept the meetings on task and asked all the relevant questions needed to help others understand difficult board agenda. Thank you for all the positive recognition you continually voiced for PHA staff.” – Tim Braun

“Thank You Chair Reding for your service to the PHA as Board Chair. Your guidance and support during the RAD Conversion process was very much

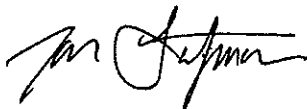
appreciated and demonstrates your commitment to the future of the PHA and affordable housing.” – Angie Holm

“Thank you for providing engaged and steadfast leadership to the PHA for so many years. Your commitment to the agency and the mission are inspiring.”
– Lisa Feidler

“Thank you Chair Reding for you unwavering support and dedication to the St. Paul PHA over the past 10 years. Your guidance has helped us grow into the great Agency we are today.” – Tara Johnson

Tom while I’m thrilled at the prospect of working with you as the Board’s Treasurer, I wanted you to know how much I’ve appreciated working with you as our Board Chair. You gave me sound advice on contract negotiations and other sensitive matters at many breakfast meetings at the Capitol View Cafe. (Why I always had to buy still puzzles me. Just kidding.) Your questions about Board Reports helped bring out the best in staff preparedness. We wrote all reports with this mantra in mind: “you know Chair Reding will ask about this or that.” You took tremendous pride in seeing how the PHA was regarded whenever you attended a national conference. What I value the most were your simple praises of “nice job Jon” often whispered at the conclusion of a board presentation or “you did us proud” spoken after a media event and the conclusion of my annual performance reviews. You have no idea what mountains your words moved at the PHA all these years sir. I truly value your guidance, support and friendship over the past 10 years and look forward to our continued mission-focused collaboration in the years ahead.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Gutzmann". The signature is fluid and cursive, with a large initial "J" and "G".

Jon Gutzmann
Executive Director

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL**REPORT TO COMMISSIONERS****FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR****REGARDING** Assistant Information Technology (IT)
Manager; Reclassification**DATE** December 23, 2020

Staff recommends Board approval to reclassify the Assistant Information Technology (IT) Manager position from its current salary rating at the C43 band/grade/subgrade to the proposed salary rating at the D61 band/grade/subgrade. The Assistant IT Manager position is in the Supervisory and Confidential Group (S&C), and is currently occupied by one employee.

Based on changes in the job duties of the position, Human Resources staff sent an updated description of the position to Fox Lawson & Associates for reevaluation. Fox Lawson (a Division of Gallagher Benefit Services) is the firm used by the Agency to evaluate, for pay purposes, new positions and those where duties have substantially changed. Fox Lawson rated the position for placement in the D61 band/grade/subgrade because of the high diversity and complexity of the D61 level tasks, in relation to similarly banded and graded classifications.

In requesting Fox Lawson's review, staff explained that the Assistant IT Manager should be rated at a higher level based on several changes to the position's requirements, including the following:

- This position is the highest level technically skilled IT staff member in the Agency. It is required that the Assistant IT Manager have expert abilities in data tracking and data production for the Director level positions. It is responsible for expert use of production software and creating reports for HUD, the public, and the Agency.
- This position will also act as back up for all IT positions, including the Network Administrator (C42). The Assistant IT Manager must have (or will acquire) superior

skills in the relevant business software, and skills to support the entire network and fill in for the Network Administrator when necessary.

- This position supervises staff which includes: coordinating, assigning, scheduling, and reviewing staff work; completing probationary and annual performance evaluations; coaching staff in technical applications; assessing staff training needs, conducting staff meetings, and making hiring and termination recommendations.
- Since this class specification was last reviewed, the PHA has implemented SDWAN (Software-Defined Wide-Area Network) with a fiber network that connected all hi-rises with the CAO offices. This connection is supported by IT and the Assistant IT Manager.
- Since this class specification was last reviewed, the PHA has migrated to MRI Software, an internationally recognized real estate management software with sophisticated reporting and analytics capabilities. The Assistant IT Manager is the liaison between all PHA Directors and MRI Software representatives so that the PHA can generate reporting and tracking data.
- Since this class specification was last reviewed, the PHA converted 3,836 of its public housing units to Multifamily/Project-Based Rental Assistance (PBRA) through HUD's Rental Assistance Demonstration (RAD) program. Funding under Multifamily is reliant on HUD's Management and Occupancy Review (MOR), which requires near portfolio-wide data tracking and reporting by IT.
- As the highest IT skilled position in the Agency, this class specification is ultimately responsible for all interfacing between IT and PHA users, partners, and HUD.

Sufficient funds for this proposed change were included in the FY 2020 budget approved by the Board at its March 2020 meeting.

ANH/AAG/MGB

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL**REPORT TO COMMISSIONERS****FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR****REGARDING** Public Housing Annual Agency Plan for
PHA Fiscal Year 2022**DATE** December 23, 2020

Staff recommends Board approval of Resolution No. 20-12/23-01, approving the Agency's Annual Agency Plan and attachments for the next fiscal year, PHA FY 2022 (Federal Fiscal Year 2021), beginning April 1, 2021, including approval of the attached "Certifications of Compliance with PHA Plans and Related Regulations".

As shown on the attached copy of the Annual Agency Plan, the PHA's public housing inventory for FY 2022 will be just the 418 scattered site homes and duplexes. The Housing Choice Voucher/Section 8 units are also included in the Agency Plan. HUD's Multifamily program does not require owners/housing agencies to submit an Agency Plan for housing with Project-Based Rent Assistance (PBRA), but staff described the RAD conversion in the Plan and attachments.

The PHA held the required public hearing on the Agency Plan (as a virtual meeting this year) on December 1, 2020, after publishing the required notice in the St. Paul Pioneer Press on October 14, 2020. The notice announced the date and time of the virtual public hearing and stated that the draft Plan for next year was available for review and comment. The PHA's current approved Agency Plan and draft Plan are posted on the PHA's website, www.stpha.org. The Board gave preliminary approval for the draft Plan and attachments at the October 28, 2020 business meeting.

Staff invited members of the Resident Advisory Board (RAB) to two virtual meetings in August and September. Agendas and announcements of RAB meetings were mailed to a sample of scattered site residents and Section 8 participants.

FAH

Attachments: Resolution No. 20-12/23-01
Certifications of Compliance with PHA Plans and Related Regulations;
HUD Form 50077–ST-HCV-HP
Annual Agency Plan, Form HUD 50075-HP
Agency Plan Attachments
Certification by State or Local Official of PHA Plans Consistency with
Consolidated Plan 2022; HUD Form 50077-SL

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL
RESOLUTION NO. 20-12/23-01**

**PUBLIC HOUSING ANNUAL AGENCY PLAN
FOR PHA FISCAL YEAR 2022 (FFY 2021);
CERTIFICATIONS OF COMPLIANCE
WITH PHA PLANS AND RELATED REGULATIONS**

WHEREAS, the PHA is required to prepare and submit to HUD each year an Annual Agency Plan including required attachments; and to amend the Plan as needed during the year; and

WHEREAS, there has been presented and considered at this meeting of the Board of Commissioners an updated Annual Plan for PHA Fiscal Year 2022 (FFY 2021), beginning April 1, 2021; and

WHEREAS, staff convened “virtual meetings” about the updated Agency Plan for members of the Resident Advisory Board (RAB) at meetings in August and September 2020; and

WHEREAS, on October 14, 2019 staff publicly announced the availability of the draft Plan and the scheduled virtual public hearing, which was held on December 1, 2020;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the PHA as follows:

1. The Annual Agency Plan for PHA Fiscal Year 2022 beginning April 1, 2021 is hereby approved; and
2. The Chair of the Board and the Executive Director or his designee are authorized to execute the “Certifications of Compliance with the PHA Plans and Related Regulations” in the form prescribed by HUD, and such other documents as may be necessary to complete the Agency Plan for submission; and
3. The Executive Director or his designee is authorized to submit the Agency Plan and related documents to HUD.

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

**Public Housing Agency of the City of St. Paul
Resolution No. 20-12/23-01**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 04/01/2021, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Public Housing Agency of the City of St. Paul
PHA Name

MN001
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2022, (FFY 2021)

5-Year PHA Plan for Fiscal Years 2022 - 2026

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official	Title
Missy Staples Thompson	Chair, Board of Commissioners
Signature	Date
	December 23, 2020

Streamlined Annual PHA Plan <i>(High Performer PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. Form HUD-50075-HP is to be completed annually by High Performing PHAs. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																										
A.1	<p>PHA Name: <u>PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL</u> PHA Code: <u>MN001</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>04/2021</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>418</u> Number of Housing Choice Vouchers (HCVs) <u>4,924*</u> Total Combined <u>5,342</u> *Incl. FUP + MSS/DV + VASH PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p><i>The PHA's AGENCY PLAN is posted on the PHA's official website, www.stpha.org. All of the PHA's Admission & Occupancy Policies for the Public Housing program and Housing Choice Voucher (Section 8) are also posted there. Copies of the Plan are available upon request at the PHA's Central Administrative Office, 555 N. Wabasha Street, St. Paul MN 55102 and at PHA site offices. Questions about the PHA's Agency Plan may be directed to Mai Moua, Executive Assistant/Communications Manager (mai.moua@stpha.org) 651-292-6086.</i></p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
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<p>B. Annual Plan Elements</p>
<p>B.1 Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. <i>See Attachment G.</i></p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification</p> <p>(b) The PHA must submit its Deconcentration Policy for Field Office Review <i>NOT APPLICABLE: Single project, scattered sites.</i></p> <p>(c) If the PHA answered yes for any element, describe the revisions for each element below:</p>
<p>B.2 New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Demolition and/or Disposition. <i>(see below)</i></p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance. <i>(See below)</i></p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD. <i>See summary below and details in Attachment J.</i></p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers. <i>(see below)</i></p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Units with Approved Vacancies for Modernization. <i>(see below)</i></p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). Version 3: Use of Operating Fund for capital activities (Statement of Financial Resources). <i>See Attachment L.</i></p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p><i>Conversion of Public Housing to Project-Based Assistance under RAD. On October 3, 2019 the PHA closed on 8 RAD conversions, removing 3,855 units from public housing and converting 3,836 to Project-Based Rental Assistance (PBRA) under HUD's Multifamily Housing division. (19 units used for non-dwelling purposes were not included in the PBRA HAP Contracts.) The PBRA HAP contracts were effective January 1, 2020. Together the eight RAD conversion applications constituted a near-portfolio-wide conversion including all of the PHA's sixteen hi-rises and four family housing developments. The PHA's 418 scattered site homes were not part of these RAD applications; they remain as public housing.</i></p> <p><i>Pending Disposition Activities: No disposition activities were planned or underway when this Plan amendment was written. Over the next year or two the PHA will hold discussions with residents, elected officials and community stakeholders about the best ways to preserve the 418 scattered site homes and duplex units as safe, affordable, quality housing for low income families. The PHA will request replacement Housing Choice Vouchers if any scattered site homes are proposed to be sold to current residents or others.</i></p> <p><i>(As explained in Attachment E, HUD's Special Applications Center (SAC) approved the PHA's request to release HUD's Declaration of Trust (DOT) for the W. Andrew Boss Building (the PHA's Central Administrative Office, located at 555 North Wabasha St. in St. Paul) which has been on file in the Ramsey County Property records. The DOT release will be finalized now that the RAD conversions are completed. This is not a property disposition; the PHA will sign a "Use Restriction" binding it to continue using the property for its current purposes for not less than 30 years.)</i></p> <p><i>Project-Based Vouchers (PBV): In Calendar Year 2019 (PHA FY 2020) the PHA offered regular Housing Choice Vouchers (HCV) for PBV use, announced in Minnesota Housing's Consolidated Request for Proposals (the "SuperRFP"). On January 22, 2020 the PHA Board approved awarding a total of 105 HCVs for PBV use in six projects, in response to applications submitted through the SuperRFP. On June 24, 2020 the PHA Board approved offering up to 120 more HCVs for PBV use, in four categories: Mixed-Income Affordable Housing, Supportive Housing for the Homeless, VASH – Veterans Affairs Supportive Housing for Homeless Veterans, and FUP – Family Unification Program. The PBVs were again offered through Minnesota Housing's Consolidated Request for Proposals.</i></p>

<p>B.3</p>	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.</p> <p><i>The PHA has continued to earn HUD's "High Performer" rating for both public housing (28 years; PHMAP and PHAS) and the Section 8 Housing Choice Voucher Program (17 years; SEMAP). The PHA continues to fulfill its mission:</i></p> <p style="text-align: center;">"The PHA helps families and individuals with low incomes achieve greater stability and self reliance by providing safe, affordable, quality housing, and links to community services."</p>
<p>B.4</p>	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>Other Document and/or Certification Requirements.</p>	
<p>C.1</p>	<p>Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan</p> <p><u>Form 50077-ST-HCV-HP, Certification of Compliance with PHA Plans and Related Regulations</u>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>C.2</p>	<p>Civil Rights Certification.</p> <p><u>Form 50077-ST-HCV-HP, Certification of Compliance with PHA Plans and Related Regulations</u>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>C.3</p>	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<p>C.4</p>	<p>Certification by State or Local Officials.</p> <p><u>Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</u>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>D Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>	
<p>D.1</p>	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p> <p><i>See HUD Form 50075.2; HUD approved effective 10/29/2019.</i></p>

[PLAN INSTRUCTIONS ON FOLLOWING PAGES]

Instructions for Preparation of Form HUD-50075-HP Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section.

A.1 Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Annual Plan.

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(1) and 24 CFR §903.12(b). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(2)(ii) and 24 CFR §903.12(b).

Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions. Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. 24 CFR §903.7(b). Describe the PHA's procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. 24 CFR §903.7(b). A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. 24 CFR §903.7(b)

Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

Rent Determination. A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

Homeownership Programs. A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. (24 CFR §903.7(k)) and 24 CFR §903.12(b).

Safety and Crime Prevention (VAWA). A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

Pet Policy. Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

Substantial Deviation. PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

Significant Amendment/Modification. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: Notice PIH 1999-51. (24 CFR §903.7(r)(2)(ii))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

ST. PAUL PHA ANNUAL PLAN FOR PHA FY 2022 [FFY 2021], beginning April 1, 2021

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark “yes” for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark “no.”

Hope VI. 1) A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

Mixed Finance Modernization or Development. 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

Demolition and/or Disposition. Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD’s website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

Conversion of Public Housing. Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

Project-Based Vouchers. Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements

C.1 Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 SM-HP.

C.2 Civil Rights Certification. Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))

C.3 Resident Advisory Board (RAB) comments. If the RAB provided comments to the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.4 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)

D. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

D.1 Capital Improvements. In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: “See HUD Form 50075.2 approved by HUD on XX/XX/XXXX.”

is information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to gain a benefit. The information requested does not lend itself to confidentiality.



PHA Plan for PHA FY 2022 (FFY 2021) Attachments to Agency Plan

- Attachment A. Membership of the Resident Advisory Board
- Attachment B. Comments on Agency Plan and PHA Responses
- Attachment C. PHA Management Organizational Chart
- Attachment D. Violence Against Women Act (VAWA), Reauthorized 2013
- Attachment E. Pending Disposition Activities: None
- Attachment F. *Capital Fund Program. The PHA will submit the CFP application and annual reports separately with the signed amendment to the Annual Contributions Contract (ACC) after the actual amount of the PHA's CFP grant for FFY 2018 is announced.*
- Attachment G. Public Housing and Section 8 Policy Changes
- Attachment H. Housing Needs; Excerpts from the City of Saint Paul, Minnesota Consolidated Plan and Submission 2020-2024 (PDF)
- Attachment I. Development/Conversion Concept: Expand Public Housing Inventory Available for Eligible Families or Individuals
- Attachment J. Conversion of Public Housing to Project-Based Assistance under RAD
- Attachment K. Implementing HUD's Smoke-Free Mandate
- Attachment L. Use of Operating Funds for Capital Activities
- Attachment M. Disclosure of Third-Party Leases and Other Agreements
- Attachment N. Definition of a Significant Amendment to the Agency Plan

MEMBERSHIP OF THE RESIDENT ADVISORY BOARD

- Section 8/Housing Choice Voucher representatives who volunteered for the RAB in response to mailings and flyers in the Rental Office.
- Residents of public housing (that is, the scattered site single family homes and duplexes) who volunteered for the RAB in response to mailings.

PHA staff will continue to send information about the RAB to the two PHA Commissioners who are residents of PHA-owned housing. As of December 1, 2020 John Cardoza represents hi-rise residents and Gy Chajili represents the family residents.

The Resident Advisory Board membership fluctuates due to residents moving out of public housing or leaving the Section 8 program, etc.

Before the PHA converted most of its public housing (16 hi-rises and four family housing developments) to Multifamily Housing (Project-Based Rental Assistance, PBRA; converted via HUD's Rental Assistance Demonstration, RAD), the RAB also included representatives from those properties.

Because of the COVID-19 pandemic, the 2020 RAB meetings and the public hearing were "virtual", held on "Zoom" conference calls (the same as meetings of the Hi-Rise Presidents Council and City-Wide Resident Council).

SUMMARY OF COMMENTS ON AGENCY PLAN AND PHA RESPONSES

RAB Comments

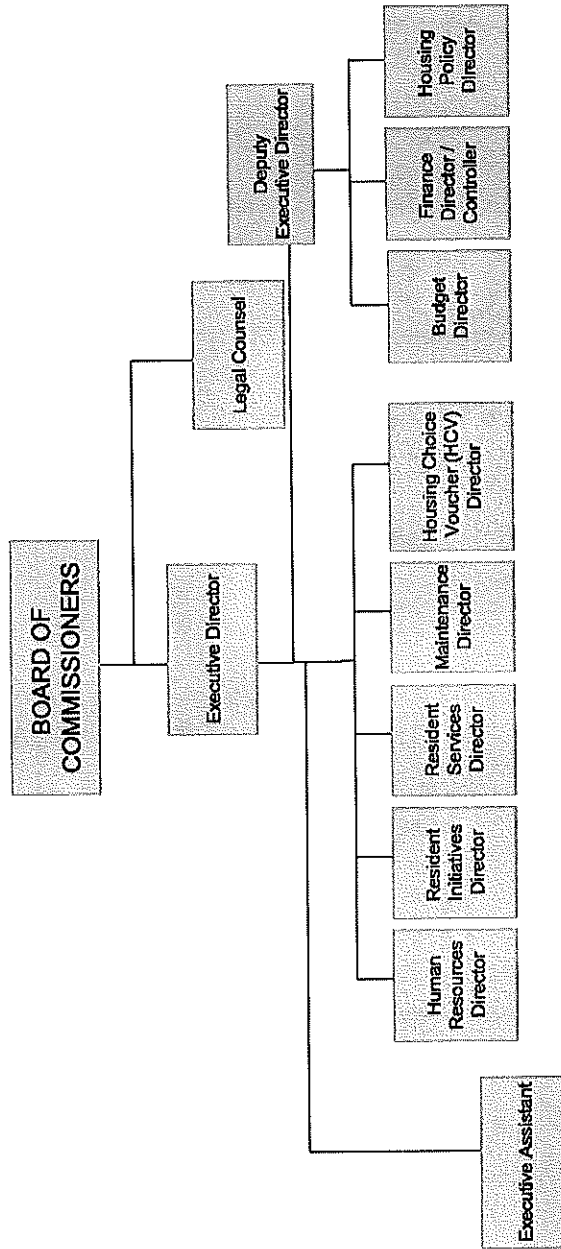
Because of the COVID-19 pandemic, the Resident Advisory Board RAB meetings were “virtual” this year, held on “Zoom” conference calls (the same as meetings of the Presidents Council and City-Wide Resident Council). The PHA convened two virtual meetings of the RAB in August and September 2020 to discuss the Agency Plan requirements and drafts and other policy issues. The RAB did not submit any written comments on the Agency Plan.

Comments from the Public Hearing

*The Agency Plan Public Hearing was held on December 1, 2020.
Because of the COVID-19 pandemic, the public hearing was “virtual” this year, held on a “Zoom” conference call with telephone access. No written comments on the Plan were submitted.*

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

ORGANIZATIONAL CHART
Board Approved April 22, 2020



Violence Against Women Act (VAWA); 2013 Reauthorization

On April 25, 2007 the PHA Board of Commissioners approved a Policy on Protections for Victims of Domestic Violence (“VAWA Policy”) and related amendments to the PHA’s Admission and Occupancy Policies for the Public Housing Program and the Section 8 Housing Choice Voucher Program. The policies are posted on the PHA’s Internet website, www.stpaulpha.org. On May 24 and September 27, 2017 the PHA Board approved revisions to the policy to conform to the 2013 Reauthorization .

The PHA adopted these policies in compliance with the Violence Against Women Act (VAWA) as amended. The Act also requires the PHA to describe in the Agency Plan any goals, objectives, policies or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault or stalking. (Sec. 603).

- The PHA supports the goals of the VAWA and will comply with its requirements.
- The PHA will continue to administer its housing programs in ways that support and protect residents (including public housing residents and Section 8 Housing Choice Voucher program participants) and applicants who may be victims of domestic violence, dating violence, sexual assault or stalking.
- The PHA will not take any adverse action against a resident/participant or applicant solely on the basis of her or his being a victim of such criminal activity, including threats of such activity. “Adverse action” in this context includes denial or termination of housing assistance.
- The PHA will not subject a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard for lease compliance than other residents.
- The PHA will continue to develop policies and procedures as needed to implement the requirements of VAWA, and to collaborate with other agencies to prevent and respond to domestic violence, dating violence, sexual assault or stalking, as those criminal activities may affect applicants for and participants in the PHA’s housing programs. The PHA cooperates with St. Paul area public and non-profit agencies that provide activities, services and programs to assist and support victims of domestic violence. (See attached list of agencies or go to the website for Minnesota Coalition for Battered Women - <http://www.mcbw.org>)
- The PHA’s VAWA Policy states that “The PHA will provide notices explaining the VAWA protections to applicants for housing assistance (both Section 8 Housing Choice Vouchers and Public Housing), to public housing residents and Section 8 voucher participants, and to property owners participating in the voucher program.”
- The PHA has provided VAWA training to its staff, and to other housing agencies through the Minnesota Chapter of NAHRO.

ATTACHMENT D to Saint Paul PHA Agency Plan for PHA FY 2022 (FFY 2021)

<u>Name</u>	<u>Business Phone</u>	<u>Crisis Line</u>	<u>Area Served</u>
<u>St. Paul Intervention Project</u>	651-645-2824	651-645-2824	Ramsey County
<u>Jewish Domestic Abuse Collaborative - Jewish Family Services of Mpls</u>	952-546-0616		Hennepin, Ramsey Counties
<u>Breaking Free</u>	651-645-6557	651-645-6557	Ramsey County
<u>Casa de Esperanza</u>	651-646-5553	651-772-1611	Hennepin, Ramsey Counties
<u>CSD of MN Deaf Domestic Violence Program</u>	651-964-2051	877-456-7589 (TTY)	Hennepin, Ramsey Counties
<u>Minnesota Network on Abuse in Later Life</u>	651-636-5311		Statewide
<u>Praxis International</u>	651-699-8000		St. Paul/National
<u>Southern Minnesota Regional Legal Services</u>	651-228-9823	651-222-4731	St. Paul/Southern Minnesota
<u>Women of Nations</u>	651-251-1620	651-222-5836	Hennepin, Ramsey Counties
<u>Women's Advocates</u>	651-227-9966	651-227-8284	Statewide
<u>Wilder Foundation - Violence Prevention and Intervention Services</u>	651-280-2310		Ramsey, Anoka, Dakota, Washington
<u>Bridges to Safety</u>	651-266-9901	651-266-9901	Ramsey County

Minnesota Coalition for Battered Women <http://www.mcbw.org>
 60 East Plato Blvd., Suite 130, St. Paul, MN 55107
 Voice: (651) 646-6177 or (800) 289-6177
 Fax: (651) 646-1527

Public Housing residents and Section 8/Housing Choice Voucher Participants who fear for their safety and need assistance keeping their home address confidential from their abusers may contact the **Safe at Home** program administered by the Office of the Minnesota Secretary of State. More information about the Safe at Home program can be found at <http://www.sos.state.mn.us/safe-at-home/about-safe-at-home/>

Pending Disposition Activities

No disposition activities were underway or contemplated when this Plan was written

On October 3, 2019 the PHA closed on all 8 RAD conversions, converting 3,855 public housing units to Project-Based Rental Assistance (PBRA) under HUD's Multifamily Housing division. The PBRA Housing Assistance Payment (HAP) contracts were effective January 1, 2020. Over the next year or two the PHA will consider how best to manage, maintain and improve the 418 single family homes and duplexes on scattered sites which remain in the Public Housing program. The PHA will collaborate with the residents, local government and the community in making plans for the future of those affordable housing resources. The PHA will request replacement Housing Choice Vouchers if any scattered site homes are proposed to be sold to current residents or others.

Declaration of Trust (not a disposition): HUD's Special Applications Center (SAC) approved the PHA's request to release HUD's Declaration of Trust (DOT) for the W. Andrew Boss Building (located at 555 North Wabasha Street in St. Paul) which has been on file in the Ramsey County Property records. The DOT release will be finalized now that the RAD conversions are completed. This is not a property disposition; the PHA will sign a "Use Restriction" binding it to continue using the property for its current purposes for not less than 30 years.

Capital Fund Program

The Capital Fund budgets and reports are not attached to the Agency Plan.

The PHA has submitted the Capital Fund Program (CFP) budgets and reports along with the signed amendment to the Annual Contributions Contract (ACC)

POLICY CHANGES IN PUBLIC HOUSING AND SECTION 8

The following PHA policies were revised after the last Agency Plan was submitted. (Section B.1. of the Annual Plan). The complete Admission & Occupancy Policies (AOP) are posted on the PHA's Internet website, www.stpaulpha.org.

- On April 24, 2019, the Board of Commissioners approved opening the HCV Programs waiting list for a 7-day-timeframe in June of 2019, in conjunction with the Minneapolis Public Housing Agency (MPHA) and Metropolitan Council Housing & Redevelopment Authority (HRA). The Board also approved the following policy changes geared toward homeless individuals:
 - Expanding the residency preference to include individuals who are experiencing homelessness,
 - Expanding the veteran preference to any household member, and including veterans who were not honorably discharged,
 - Eliminating the Extremely Low Income preference, and
 - Expanding policy requirements around Mainstream voucher program referrals to allow for the prioritized admission of homeless individuals.
- On October 23, 2019, to help applicants and participants (“movers”) find a unit to lease with their voucher, the Board of Commissioners approved a policy revision to allow clients to “shop” for a rental unit for up to 120 days unless they required a reasonable accommodation, in which case they would be allowed up to 180 days.
- On May 27, 2020, the Board of Commissioners approved revising the HCV Programs Policies to create a “Move-Up-Preference”. This is a limited preference in the Section 8 Housing Choice Voucher (HCV) Program for up to 100 formerly homeless individuals and families, who are currently served in Permanent Supportive Housing (PSH) units through the Ramsey County Continuum of Care. Eligible individuals and families will transition or “move up” from Permanent Supportive Housing into a regular voucher,
- On June 24, 2020, the Board of Commissioners approved revising the HCV Programs Policies as follows:
 - Allow the PHA to add units to an existing PBV contract without a competitive process in certain situations (permitted by HOTMA).
 - Prioritize some units in the PBV program for elderly households, with priority given to proposals that meet one or more of three selection criteria:
 - The project qualifies as new construction; or
 - The project is located in a low-poverty area; or
 - The project provides, or contracts for, supportive services appropriate for the population served.

HOUSING NEEDS

The City of Saint Paul's Draft Consolidated Plan for 2020 – 2024 describes the housing needs in the community, at pages 38 - 53.

The City's Consolidated Plan also outlines federal funding priorities for housing, economic development, infrastructure, and public service needs. The City's 2020-2021 Annual Action Plan summarizes the actions, activities, and resources used to address these priority needs. Both plans are required by the U.S. Department of Housing and Urban Development (HUD). They can be viewed at this website:

<https://www.stpaul.gov/departments/planning-economic-development/consolidated-plan>

Development/Conversion Concept: Expand Public Housing Inventory Available for Eligible Families or Individuals

In recent years the PHA has been pursuing opportunities to develop new affordable housing, using existing PHA resources to leverage other funds. The PHA has received long-term forgivable loans from the Minnesota Housing (Finance) Agency to construct some new units and accelerate capital improvements on existing public housing properties.

The PHA will continue to seek out opportunities to produce affordable housing for veterans and other eligible households by leveraging existing resources in public housing, Section 8 or Multifamily housing.

Conversion of Public Housing to Project-Based Assistance Under RAD (Rental Assistance Demonstration)

On October 3, 2019 the PHA closed on 8 RAD conversions, removing 3,855 units from public housing and converting 3,836 units to Project-Based Rental Assistance (PBRA) under HUD's Multifamily Housing division. (19 units used for non-dwelling purposes were not included in the PBRA HAP Contracts.)

Together the eight RAD conversion applications constituted a near-portfolio-wide conversion including all of the PHA's the sixteen hi-rises and four family housing developments. The PHA's 418 scattered site homes were not part of these RAD applications; they will remain as public housing. Over the next year or two the PHA will hold discussions with residents, elected officials and community stakeholders about the best ways to preserve these homes as safe, affordable, quality housing for low income families.

Implementing HUD's Smoke-Free Mandate in Public Housing

The PHA has implemented HUD's Smoke-Free Mandate in Public Housing, following the Final Rule "Instituting Smoke-Free Public Housing" published December 5, 2016 and HUD Notice PIH 2017-03.

On April 25, 2018 the PHA Board approved the following policy for public housing, as Appendix H to the Admission and Occupancy Policies for Public Housing:

In the interests of providing a healthful living and working environment for PHA residents, staff and others, and to comply with HUD's "Smoke-Free Public Housing Rule" (24 CFR Sec. 965.653) smoking is prohibited in all public housing living units and interior areas (including but not limited to balconies, hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures), as well as in outdoor areas within 25 feet from public housing and adjacent outdoor common spaces (like patios), and administrative office buildings.

The policy applies to the use of all "prohibited tobacco products" which are defined as

Items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes; as well as waterpipes (hookahs).

This policy does not include "Electronic Nicotine Delivery Systems" (ENDS) such as "e-cigarettes".

This policy shall be incorporated in the lease for all residents.

This policy was effective July 30, 2018.

Use of Operating Fund for Capital Activities

Not applicable. The PHA does not anticipate using funds from the Annual Operating Budget for capital activities in public housing during the Plan year. The only units remaining in public housing are the 418 scattered site single family homes and duplexes; and we expect the Capital Fund Program (CFP) grants for that project will be sufficient to pay for planned capital improvements.

Disclosure of Third-Party Leases and Other Agreements

The PHA's public housing program no longer has any "third party agreements encumbering public housing property", after the PHA's RAD conversions (closed on 10/3/2019, HAP contracts effective 1/1/2020).

The only PHA-owned properties that were subject to the notice were hi-rise apartment buildings with rooftop cellular communications antennas and community centers with revenue-generating space agreements with service providers. Those properties are no longer in public housing.

ATTACHMENT N to Saint Paul PHA Agency Plan for PHA FY 2022 (FFY 2021)

DEFINITION OF A SIGNIFICANT AMENDMENT TO THE AGENCY PLAN

The PHA's current definition of a significant amendment is as follows:

*Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the PHA that fundamentally change the mission, goals, objectives, or plans of the Agency and which require formal approval of the Board of Commissioners.
(approved by the PHA Board of Commissioners on December 15, 1999)*

The PHA believes this definition does not need to be revised at this time.

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, _____, the _____
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

_____ *PHA Name*

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

_____ *Local Jurisdiction Name*

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

**FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR**

REGARDING Section 8 Housing Choice Voucher Programs;
“Families First” Partnership

DATE December 23, 2020

Staff requests Board approval of Resolution No. 20-12/23-02 to extend the PHA’s participation in the Families First rent assistance program for a second year. The Board initially approved the PHA’s participation in January of 2020.

The Families First program provides monthly \$300 payments to eligible families from seven different elementary schools throughout St. Paul. The program is funded by the Housing and Redevelopment Authority (“HRA”) of the City of Saint Paul. The PHA’s role as administrator is to confirm eligibility of applicant families, and issue the rental assistance payment to the landlord. The City’s HRA fully funds the rental assistance portion, and provides monthly reimbursements for the administrative costs. City staff presented a verbal update at the Board’s August 26, 2020 meeting.

The City’s initial vision was to enroll up to 250 families in the first three years of this five-year-program. As previously reported to the Board, the program has encountered unanticipated hurdles in its first year, largely due to the COVID pandemic. As of November 30, 2020, the City has enrolled 44 participant families in this program, and the PHA has paid out \$48,900 in rental assistance payments. While the PHA originally anticipated that the administrative costs would be approximately \$30,000 annually, the Agency has only incurred (and been reimbursed for) approximately \$8,500 in costs through the month of November.

There are no changes proposed to the Professional Services Agreement other than renewing it for a second year. However, the program partners¹ are adapting the program to solicit more participation from families who need the support. For example, the PHA will be conducting rolling enrollments of eligible families (not to exceed previous program totals), rather than having separate enrollment periods. The PHA's partner agencies will also increase their efforts to refer only eligible families, and to provide all of the necessary paperwork promptly.

In short, while the PHA's staff investment has been smaller than anticipated in this first year, and while the program continues to adapt to the COVID pandemic, staff is recommending that the Agency continue supporting this important pilot program. City staff will attend the Board meeting to provide a brief presentation and status update, in support of this request.

DJM/FAH

Attachment: Partner Services Agreement

¹ The Families First partnership includes the PHA, St. Paul Public Schools, St. Paul HRA, Amherst H. Wilder Foundation, the St. Paul City School and various social service providers.

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

RESOLUTION NO. 20-12/23-02

FAMILIES FIRST PROGRAM PARTNERSHIP

WHEREAS, the Public Housing Agency of the City of Saint Paul (PHA) provides decent, safe and sanitary housing for families pursuant to Section 8 of the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

WHEREAS, the PHA currently administers a combined Section 8 Housing Choice Voucher Program in the total of 4,924 housing opportunities, paying monthly rent subsidies to participating property owners (landlords) on behalf of eligible renters (participants); and

WHEREAS, the City of Saint Paul (“City”), through its Housing and Redevelopment Authority (“HRA”) and its Planning and Economic Development Department (“PED”), asked the PHA to participate in a Rent Supplement Pilot Program funded by the HRA to assist low-income families with children in the Saint Paul Public Schools (SPPS); and

WHEREAS, the Rent Supplement Pilot Program is a partnership that includes, in addition to the HRA and SPPS, the St. Paul City School, Amherst H. Wilder Foundation, and various social service providers; and

WHEREAS, the PHA formally joined the partnership by executing the MOU on January 26, 2020, and assumed the role of Administrator, determining families’ eligibility for the program, paying the rent subsidies to participating property owners, and performing other tasks stated in the MOU and the Partner Services Agreement; and

WHEREAS, the HRA pays the PHA’s actual costs of administering the program, as billed by the PHA, plus an additional 25% to cover overhead expenses; and

WHEREAS, the partnership was renamed as the “Families First Program”; and

WHEREAS, the PHA Board of Commissioners finds that the participating in the Families First Rent Supplement Pilot Program partnership is consistent with the PHA’s mission, and the Agency is well-positioned to provide the services required by the PSA;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the PHA, that the Executive Director or his designee is authorized and directed to execute the renewed Partner Services Agreement for the Families First Program, and any other related documents, and the PHA will continue to provide the services described therein.

Professional Services Agreement

Between
Housing and Redevelopment Authority of the City of Saint Paul
and
Saint Paul Public Housing Agency

THIS AGREEMENT is made and entered into on this ____ day of January, 2021 by and between the **Housing and Redevelopment Authority of the City of Saint Paul**, a public body corporate and politic (hereinafter "HRA"), and **Saint Paul Public Housing Agency**, a public body corporate and politic with its principal offices located at 555 Wabasha Street North, Suite 400, St. Paul, Minnesota 55102 (hereinafter "Contractor").

RECITALS

WHEREAS, housing needs in the City of Saint Paul have changed significantly over the past decade, with the foreclosure crisis and ensuing financial crisis changing the nature of the housing landscape and resulting in deeper disparities for many Saint Paul communities; and

WHEREAS, among the lowest income renters the cost burdens are worse with the fewest number of units available, and families with school-aged children at these income levels are particularly vulnerable to increased housing instability and homelessness; and

WHEREAS, the HRA's budget, as adopted by the HRA Board of Commissioners and the Saint Paul City Council, allocated dollars to an HRA Housing Trust Fund to create new affordable housing, preserve existing affordable housing, and protect the quality of affordable housing in Saint Paul; and

WHEREAS, the HRA allocated \$3,000,000 from the Housing Trust Fund to support the Families First Housing Pilot, a 5-year Rent Supplement Pilot Program that will provide Participants with a \$300 rental subsidy (the "Program"); and

WHEREAS, the HRA wishes to provide funds for the rental subsidies to Contractor who will, together with other actions, distribute the rental subsidies to Participant landlords over the course of the Program.

NOW THEREFORE, the HRA and Contractor, in consideration of the mutual terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Contractor agrees to provide the professional services comprised of tasks, deliverables, and time lines described in this Agreement, together with **Exhibits A, B, and C** which are attached hereto and specifically incorporated into this Agreement by reference.

GENERAL TERMS AND CONDITIONS

Section 1. Time For Completion.

The professional services rendered by Contractor shall be commenced upon execution of this Agreement and notification by the HRA to proceed and will be completed in accordance with the schedule mutually agreed upon with the HRA consistent with **Exhibits A, B, and C**.

In the event there are delays caused by actions of the HRA or which may be reasonably requested by the Contractor, which can change the schedule, Contractor shall request an extension of time for completion of the project. The Project Manager will review the request and may grant to the Contractor such extensions of contract time as may be reasonable.

Section 2. Project Management.

The HRA has designated the individual articulated in **Exhibit A** as its Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager shall have the authority to transmit instructions, receive information, and interpret and define the HRA's policy and decisions pertinent to the work covered by this Agreement.

Section 3. Billings and Payment.

The HRA shall fund an account that the PHA will access and draw funds from for rent subsidy payments to Participant landlords. The account will be funded with \$9,000 (nine thousand dollars) beginning the first day of the first month of the Program. The HRA will subsequently make monthly deposits to the account that increase by \$9,000 (nine thousand dollars), for each month of Participant enrollment. Contractor shall submit monthly a detailed accounting of all rent subsidy payments made.

Contractor shall submit itemized invoices for its actual cost plus overhead cost consistent with **Exhibit A**. Upon receipt of invoices and verification of the charges by the Project Manager, the HRA shall make payment to Contractor within thirty-five (35) days. Any contested invoices shall not be paid until the billing issue is resolved, and HRA shall have thirty-five days from that date for payment

Section 4. HRA Responsibilities.

The HRA agrees to provide Contractor with access to any information from HRA documents, staff, and other sources under the control of the HRA needed by Contractor to complete the work described herein.

Section 5. Amendment or Changes to Agreement.

A. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

B. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, exhibits, and additional schedules made in accordance herewith.

Section 6. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed to the individuals and addresses listed in **Exhibit A**.

Section 7. Survival of Obligations.

A. The respective obligations of the HRA and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

Section 8. Entire Agreement.

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

Section 9. Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results solely from Contractor's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences which result solely from Contractor's services under this Agreement, and which are used to generate any and all work performed and work products generated under this Agreement.

"Business records" shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other forma, belonging to Contractor and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation shall be delivered to the HRA, and shall become the property of the HRA after final payment is made to the Contractor with no right, title, or interest in said work products or supporting documentation vesting in Contractor, except as provided in this section. Contractor shall retain the right to all its software, intellectual property and templates that are not a project specific deliverable as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects.

C. The Contractor agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the HRA.

D. In the event of termination, all work product finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, shall be delivered to the HRA by Contractor by the termination date and there shall be no further obligation of the HRA to Contractor except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Contractor shall maintain all business records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the HRA, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

Section 10. Human Rights/Affirmative Action/Economic Opportunity.

Contractors must comply with the City of Saint Paul's Human Rights Department's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

Section 11. Affirmative Action Contract Specifications.

Every contractor or subcontractor whose total accumulated contract awards from the HRA of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Department an Affirmative Action Program Registration form along with a \$75 registration fee (City of Saint Paul Administrative Code Ordinance 86.06 and City of Saint Paul Legislative Code Ordinance 183.04).

Section 12. Compliance with Applicable Law.

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

It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required.

Section 13. Conflict of Interest.

Contractor's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City. The contractor also affirms that to the best of the Contractor's knowledge, their involvement in this contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract. The Contractor agrees that should any conflict or potential conflict of interest become known to the contractor, they will immediately notify the Purchasing Systems Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this contract.

Section 14. Acts and Omissions.

Each party to this Agreement will be responsible for its own acts and omissions and those of its officers, agents, and employees with respect to any claims, lawsuits, or expenses for personal or property damages, losses or injuries, 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 party is entitled to by law. The provisions of Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against either party as a result of this Agreement.

Section 15. Assignment.

The HRA and Contractor each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the HRA nor the Contractor will assign or transfer their interest in this Agreement without the written consent of the other.

Section 16. Termination.

A. This Agreement may be Terminated by either party at any time, with or without cause, upon ninety (90) days written notice to the other party. Both HRA and Contractor must use commercially reasonable efforts to avoid harm resulting to the other party from termination without cause. Upon receipt of termination notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement.

B. In the event of termination, the HRA will pay Contractor for all services and/or products, received by the HRA up to the receipt of the notice of termination and thereafter until the date of termination. The Contractor will deliver all work products and supporting documentation developed up to the time of termination prior to the HRA rendering final payment for service.

Section 17. Interpretation of Agreement, Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

Section 18. Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Contractor to the HRA is that of independent contractor and not that of employee. No statement contained in the specification or resulting Agreement shall be construed so as to find the Contractor an employee of the HRA, and Contractor shall be entitled to none of the rights, privileges, or benefits of City of Saint Paul and HRA employees.

Section 19. Waiver.

The waiver of either party of any breach under the terms of this Agreement or the foregoing by either party of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the that party's right to any rights and/or remedies with respect to any subsequent breach or default of the terms of the contract. The rights and remedies of the parties provided or referred to under the terms of the contract are cumulative and not mutually exclusive.

Section 20. Subcontracting.

The Contractor agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the HRA.

Section 21. Force Majeure.

Neither the HRA nor the Contractor 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, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive.

Section 22. Insurance.

A. Contractor shall be required to carry insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for General Liability Insurance should state that the Housing and Redevelopment Authority of the City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds

1. General or Business Liability Insurance

\$1,500,000 per occurrence

\$2,000,000 aggregate per project

\$2,000,000 products/completed operations total limit

\$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" endorsement when appropriate.

5. Worker's Compensation and Employer's Liability

a. Worker's Compensation per Minnesota Statutes

b. Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.

c. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

6. Professional Liability Insurance is required when a contract is for service for which professional liability insurance is available for purchase.

a. \$1,000,000 per occurrence

b. \$2,000,000 aggregate

7. General Insurance Requirements

a. All policies shall be written on an occurrence basis or as acceptable to the HRA. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if company carries errors and omissions coverage.

b. The Contractor may not commence any work until Certificates of Insurance covering all of the insurance required for this project is approved and the Project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.

c. Contractor shall provide insurance policies upon HRA request for the purpose of verifying the insurance requirements articulated herein have been met.

d. HRA shall provide letter(s) of Self-Insurance upon Contractor request.

e. Satisfaction of policy limits required above for General Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy shall be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.

COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as 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 record 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.

[Intentionally Left Blank - Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

SAINT PAUL PUBLIC HOUSING AGENCY

**HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF SAINT
PAUL, MINNESOTA**

By: _____
Its: _____

By: _____
Its: Chairperson/Commissioner

By: _____
Its: _____

By: _____
Its: Executive Director

By: _____
Its: _____

By: _____
Its: Director, Office of Financial Services

By: _____
Its: _____

Approved as to form:

Assistant City Attorney

EXHIBIT A

TO: Professional Services Agreement
Between HRA and PHA

CONTRACTOR / PROFESSIONAL SERVICES PROVIDER:

CONTRACTOR / PROFESSIONAL SERVICES PROVIDER NAME: Saint Paul Public Housing Agency (Dominic Mitchell)

PROFESSIONAL SERVICES PROVIDER CONTACT INFORMATION:

Dominic.Mitchell@stpha.org
St. Paul Public Housing Agency
555 Wabasha Street North, Suite 400
St. Paul, Minnesota 55102

PROFESSIONAL SERVICES PROVIDER'S CITY OF SAINT PAUL VENDOR #: 3853_.

CITY PROJECT MANAGER:

CITY PROJECT MANAGER CONTACT NAME: Kate Rodrigues

CITY PROJECT MANAGER CONTACT INFORMATION:

kate.rodrigues@ci.stpaul.mn.us
Planning and Economic Development
25 West 4th Street, Suite 1100
Saint Paul, MN 55102

1. AGREEMENT TERM:

Performance under this Agreement commences on the date first written in this Agreement and continues for one (1)-year, unless terminated earlier by either party in accordance with this Agreement (the "Initial Term"). This Agreement may be renewed by the HRA for up to four (4) additional one (1)-year terms (the "Optional Renewal Terms") upon notice provided 90 days before the expiration of the contemporary Term.

2. DESCRIPTION OF PROJECT:

The Families First Housing Pilot is a collaborative effort between the Housing and Redevelopment Authority of the City of Saint Paul (HRA), Saint Paul Public Schools (SPPS), the Saint Paul Public Housing Agency (PHA), and service providers. The Pilot Program will increase the ability of families in Saint Paul to provide and maintain decent, safe, and sanitary homes for their children— housing stability being a key ingredient in school success. This multi-generational approach has the potential to offer improved housing and educational outcomes, especially when combined with other wraparound services to support the whole family. Focusing this effort on families with young children has the highest

potential for long-term positive impacts in our schools and community. The Pilot Program will support up to 250 families in two ways: a \$300 monthly rental subsidy and supportive services provided by third-party service providers. The Pilot Program is a five-year program, with families eligible to participate for a maximum of three years.

3. SCOPE OF WORK AND DELIVERABLES:

Subject to the reimbursement/payment cap articulated herein, Contractor shall perform the professional services and duties assigned to Contractor in **Exhibits B and C** to the Agreement, which specifically include those assigned to the "Rental Assistance Administrator," as the term is defined therein

4. COMPENSATION/PAYMENT TERMS:

The HRA will reimburse Contractor as follows:

1. The HRA will prepay 100% of rental subsidy payments made by Contractor, on behalf of the HRA, to Participant landlords. The funds shall be placed on the first day of each month in an account that Contractor can access to make payments.
2. The HRA will reimburse Contractor on an hourly basis for the actual cost, plus overhead costs calculated at 25% of the actual cost, upon completion of the following activities:
 - a. Determine, verify, and document eligibility of applicants
 - b. Execute payment agreement with participant landlords
 - c. Administer \$300 monthly subsidy to participant landlords
 - d. Conduct annual recertification
 - e. Notify participants of termination from Rent Supplement Program
3. Unless the parties agree otherwise in writing, HRA reimbursements/payments under this Agreement for actual cost are capped at TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00). Overhead costs are capped at an additional SIX THOUSAND TWO HUNDRED AND FIFTY AND 00/100 DOLLARS (\$6,250.00). Contractor shall provide written notice to the HRA when the aggregate of obligated payments due and owed under this Agreement total \$20,000.00 and \$25,000.00. Within 30 days of Contractor's written notice, the HRA will inform Contractor, in writing, if the HRA will continue to fund the Rent Supplement Program. If the HRA indicates that it will not continue the Program, the Contractor will stop Rental Assistance Administrator duties at the capped costs stated herein. If the HRA indicates that it will continue the Program, amendments to the Agreement providing for payment to Contractor will be executed before Rental Assistance Administrator duties commence.
4. Payments will be disbursed to Contractor for actual and overhead costs upon the HRA's receipt of either monthly or quarterly itemized payment requests, on a form to be agreed upon between the parties.

EXHIBIT B

[Memorandum of Understanding between the Housing and Redevelopment Authority of the City of Saint Paul, Saint Paul Public Housing Agency, Saint Paul Public Schools, St. Paul City School, Amherst H. Wilder Foundation, Model Cities, Neighborhood House, Community Stabilization Project, and YWCA St. Paul for Rent Supplement Pilot Program] also known as the Families First Housing Pilot Program

EXHIBIT C

[Families First Housing Pilot Program Guidelines]