

## **JOINT POWERS AGREEMENT**

This Joint Powers Agreement (“Agreement” or “JPA”) is made by and among Ramsey County, Hennepin County, the City of Minneapolis and the City of St. Paul (collectively, the “Members”) through their respective departments for workforce development.

### **Recitals**

WHEREAS, Minnesota Statutes Section 471.59 permits governmental units to jointly exercise powers that each may separately exercise; and

WHEREAS, the Members of this Agreement are governmental units as defined in Minnesota Statutes Section 471.59; and

WHEREAS, Ramsey County, on behalf of the Members, wishes to apply for the Good Jobs Challenge sponsored by the United States Economic Development Administration, a bureau within the United States Department of Commerce; and

WHEREAS, through the Good Jobs Challenge, the Members will undertake sectoral partnerships with backbone organizations to establish and strengthen regional workforce training systems to train workers in the areas of information technology (“IT”), healthcare, and construction; and

WHEREAS, if the Members are awarded funds pursuant to the Good Jobs Challenge, Ramsey County will serve as fiscal agent.

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

### **I. PURPOSE**

A. This Agreement represents a commitment by all of the parties to work together to provide leadership, coordination and strategic direction in establishing and strengthening regional workforce training systems through sectoral partnerships to train workers with in-demand skills.

B. The Members will collectively serve as the System Lead Entity, which will lead and convene the multi-sector regional workforce system in the sectors of IT, healthcare and construction.

C. Ramsey County will serve as the grant applicant and Fiscal Agent of the System Lead Entity.

D. The System Lead Entity will enter into sectoral partnerships, which is a partnership of employers from the same industry (“Industry Partners”) plus organizations involved in workforce development like human services organizations, training organizations, and community-based organizations (“Sectoral Partnerships”). The chosen sectors are IT, healthcare and construction.

E. Each Sectoral Partnership will be led by a Backbone Organization. There will be four Backbone Organizations: MN Tech, HealthForce Minnesota, Minnesota Building Trades and Associated General Contractors of Minnesota. Minnesota Building Trades and Associated General Contractors of Minnesota will co-lead the Sectoral Partnership for the construction sector.

F. Each Sectoral Partnership will include Strategic Partners such as Adult Basic Education, Organized Labor, Chambers of Commerce, Institutions of Higher Education, Local Workforce Development Boards, and Human Services Organizations.

G. Ramsey County as Fiscal Agent will enter into agreements with subrecipients of the funds from the Good Jobs Challenge and shall be responsible for all oversight of subrecipients, including risk assessment, monitoring, and outcome reporting. Ramsey County's liability is limited as set forth below in Section VI.E.

## **II. TERM**

A. The term of this Agreement shall be five years from the date of complete execution of the Agreement or the date by which all Good Jobs Challenge funds must be expended, whichever is earlier.

B. This Agreement will terminate pursuant to the terms as outlined in Article VII. Termination; Withdrawal. At such time, Ramsey County's role as Fiscal Agent will also terminate.

## **III. GOVERNANCE**

A. The operations under this JPA shall be governed by an Executive Board.

- (a) The Executive Board shall consist of an appointee each of the governmental entities identified above. Each entity may name an alternate member.
- (b) The Executive Board shall be responsible for the following:
  - (i) to monitor the program budget;
  - (ii) approve contracts.
- (c) The Executive Board shall be chaired by the Ramsey County appointee, who shall call meetings from time to time as may be necessary to effectuate the goals of this Agreement.

## **IV. FISCAL AGENT**

- A. Fiscal Operating Roles and Responsibilities: Ramsey County agrees it will:
- (a) Receive invoices from any Backbone Organization, Strategic Partner or Industry Partner for services performed;
  - (b) Evaluate whether such services were performed according to this Agreement;
  - (c) Pay such entity from grant funds.

- B. Ramsey County will withhold up to ten percent of the award to reimburse its costs in administering the grant.
- C. Compliance: The parties agree that accounting, procurement and other fiscal agent services provided by Ramsey County will comply with generally accepted accounting principles and Ramsey County Finance Department policies.
- D. Program and Financial Reporting: Ramsey County will be responsible for program or financial reporting.
- E. Type of Audit and Frequency: all recipients of funds under this Agreement will provide all supporting documentation and grant agreements for invoices it submits for reimbursement. Ramsey County will review such documentation prior to paying any reimbursement to ensure compliance with grant funding requirements.
- F. Resolution Measures for Noncompliance with the Recipient Agreement: Resolution measures for non-compliance with the Agreement between any recipient organization ("Recipient Organization") and Ramsey County ("Recipient Agreement") will consist of a written report that clearly states the areas of non-compliance, the corrective action needed to be in compliance and a timeline to complete each corrective action as stated in the written fiscal or program audit. On-going fiscal and program audits will occur to ensure compliance with the Recipient Agreement.
- G. Payment Processing and Segregation of Duties: Ramsey County and its department Workforce Solutions has adequate segregation of duties for payment processing as stipulated by the Government Accounting Standards Board. Ramsey County accounting and procurement departments and other fiscal agent services comply with general accounting principles and Ramsey County Finance Department policies.

## **V. PROGRAM COST AND FUNDING**

- A. The cost of operations under this JPA shall be paid from any funds awarded through the Good Jobs Challenge.
- B. If funding is inadequate to cover the costs of operations, the Executive Board may amend the budget to reduce program costs or services or seek alternate sources of funding.

## **VI. INDEMNIFICATION, LIABILITY AND INSURANCE**

- A. Each party to this Agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, and/or agents.

- B. Each party warrants that they are able to comply with the aforementioned requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.
- C. All insurance policies or self-insurance certificates shall be open to inspection by each party and copies of the policies or certificates of self-insurance shall be submitted to a party upon written request.
- D. Each party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466, common law immunities, and other applicable law. Nothing in this Agreement shall constitute a waiver by any party of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.
- E. Ramsey County is not responsible for providing services outside of the scope of any Recipient Agreement. Ramsey County is not liable for management decisions made by any Backbone Organization, Industry Partner or Strategic Partner, and is also not responsible for cash shortfalls, such as bills not paid or charges for payments made with insufficient funds, due to funding shortfalls of any other organization.

## **VII. WITHDRAWAL OR TERMINATION**

- A. This Agreement shall terminate:
  - (a) Immediately upon receipt of notice that no Good Jobs Challenge funds have been awarded; or
  - (b) upon the consent of all the Members as evidenced by a written resolution of the governing body of each Member; or
  - (c) when necessitated by operation of law; or
  - (d) as a result of a decision by a court of competent jurisdiction.
- B. Termination shall not discharge any liability incurred by the parties during the term of this Agreement prior to the effective date of termination.
- C. The provisions of Article VI of this Agreement shall survive termination of this Agreement.
- D. A Member may withdraw from the JPA upon 60 calendar days written notice to all other Members. A withdrawing Member shall meet all of its responsibilities up to the date of withdrawal.
- E. In the event of termination of this Agreement pursuant to this section, funds will be distributed and payment of liabilities will occur as follows: County will require

any Recipient Organization to submit a final invoice for actual expenses occurred and documentation to support the invoice by the 15th of the month following termination of the Agreement. Ramsey County staff will review the final invoice and documentation, and approve allowable expenditures. Final payment to any Recipient Organization for approved expenditures will be made pursuant to the terms of this Agreement. Ramsey County staff will notify any Recipient Organization in writing of unallowable expenditures prior to final reimbursement.

## **VIII. NOTICES**

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

Ramsey County Workforce Solutions Attn.: Director 160 E. Kellogg Blvd., Suite 6700, Saint Paul, MN 55101	Hennepin County Workforce Development Director A-400 Government Center 300 South Sixth Street Minneapolis, MN 55487	City of Minneapolis, CPED – Employment and Training Director  505 4th Ave S. #320 Minneapolis, MN 55415	City of St. Paul Director, Planning and Economic Development City Hall Annex 25 West 4th Street, Suite 1300 Saint Paul, MN 55102
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## **IX. CONTRACT PROVISIONS**

The matters set forth in the Recitals are incorporated into and made part of this Agreement as though fully set forth as terms herein.

## **X. INTERPRETATION OF AGREEMENT; VENUE; ESCALATION PROCEDURES**

- A. This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.
- B. In the event of a dispute between the Members and any party, the disputing party will speak with Ramsey County's Director of Workforce Solutions. The Director of Workforce Solutions will review the dispute, meet with the disputing party if feasible, and then prepare a written response to the dispute. If the disputing party is not in agreement with the director's response to the dispute, the disputing party can submit the dispute to the Executive Board for final resolution.
- C. The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

## **XI. RECORDS RETENTION**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, Ramsey County shall retain a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of Ramsey County relating to this Agreement.

## **XII. ENTIRE AGREEMENT AND AMENDMENTS**

- A. It is understood and agreed that the entire agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All terms referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto. Ramsey County will be responsible for creating the first draft of any amendment to this Agreement.

## **XIII. ELECTRONIC SIGNATURES; COUNTERPARTS**

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

[SIGNATURE PAGES FOLLOW]

Wherefore, the parties have executed this Agreement as of the last date set forth below.

**RAMSEY COUNTY**

\_\_\_\_\_  
Trista MatasCastillo, Chair,  
County Board of Commissioners  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mee Cheng, Chief Clerk - County Board  
Date: \_\_\_\_\_

Approval recommended:

\_\_\_\_\_  
Director, Workforce Solutions  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney  
Date: \_\_\_\_\_

[signature page to Good Jobs Challenge JPA]

**HENNEPIN COUNTY**

\_\_\_\_\_  
\_\_\_\_\_, Chair,  
County Board of Commissioners  
Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Chief Clerk - County Board  
Date: \_\_\_\_\_

Approval recommended:

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

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney  
Date: \_\_\_\_\_

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**CITY OF MINNEAPOLIS**

\_\_\_\_\_

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

\_\_\_\_\_

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

Approval recommended:

\_\_\_\_\_

\_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_

Assistant City Attorney

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

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**CITY OF ST. PAUL**

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Mayor or his Designee

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

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Department Director

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

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Director, Office of Financial Services

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

Approved as to form:

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Assistant City Attorney

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

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