

**Joint Powers Agreement  
For the Consolidated Ramsey County-City of Saint Paul  
Workforce Investment Program**

February 1, 2000

Table of Contents

	Page
I. Purpose .....	4
II. Definitions .....	4
III. Term.....	5
IV. County-City Workforce Investment Program .....	5
V. Mission and Goals.....	5
VI. Transition .....	6
VII. New County Department .....	7
VIII. Consolidated Program Workforce Investment Board.....	8
IX. Chief Elected Official and Administration.....	9
X. City’s Grants, Subgrants, Agreements, Contracts and Payment of Rent .....	9
XI. Level of Services.....	11
XII. Personnel.....	11
XIII. Program Cost and Funding.....	12
XIV. Indemnification, Liability and Insurance .....	12
XV. Termination .....	13
XVI. Notice.....	13
XVII. Contract Provisions.....	14
XVIII. Assets .....	14
XIX. Entire Agreement and Amendments .....	14

**Joint Powers Agreement  
For The Consolidated Ramsey County-City of Saint Paul  
Workforce Investment Program**

This Joint Powers Agreement (“Agreement”) is made by and between Ramsey County (“County”) and the City of Saint Paul (“City”), with the approval of the Ramsey County Workforce Council (“Council”) and the Saint Paul Workforce Development Council, Inc. (“SPWDC”).

**Recitals**

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

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

WHEREAS, County and Council are currently operating the Ramsey County Job Training Program under the Job Training Partnership Act (JTPA) and other laws (“County Job Training Program”), and the County is operating the Minnesota Family Investment Program-Employment Services (“MFIP-ES”) with the funding sources described in Exhibit A attached hereto (collectively the “County Program”); and

WHEREAS, City and SPWDC are operating the Saint Paul Workforce Development Program under JTPA, and other laws, with the funding sources described in Exhibit A (“City Program”); and

WHEREAS, Congress enacted the 1998 Workforce Investment Act (Public Law 105-220) (“WIA”), which will become effective and replace the JTPA no later than July 1, 2000; and

WHEREAS, the County Job Training Program and the City Program have each applied for temporary designation as Workforce Service Areas under WIA; and

WHEREAS, the Ramsey County Board of Commissioners and the Saint Paul City Council authorized the creation of a Policy Working Board to study and make a recommendation regarding the consolidation of the County Job Training Program and City Program; and

WHEREAS, on December 16, 1998, the Policy Working Board adopted a report (“Report”) that recommended the consolidation of the County Job Training Program and City Program under the direction and management of the County; and

WHEREAS, the Report was submitted to and approved by the Ramsey County Board of Commissioners, the Saint Paul City Council, the Mayor of Saint Paul, the Council, and the SPWDC; and

WHEREAS, the County's MFIP-ES provides services that are legislatively directed to reform the welfare system, including placing job seekers into employment; and

WHEREAS, further policy discussion yielded a recommendation to also consolidate the County's MFIP-ES with the City Program and the County Job Training Program into a new County department; and

WHEREAS, consolidation of the County Program and City Program will serve the shared City and County interests regarding community development; and

WHEREAS, the parties to this Agreement desire to effectuate the consolidation of the County and City Programs into a new County department according to the terms and conditions of this Agreement;

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

**Article I.  
Purpose**

- 1.1 The purpose of this Agreement is to set forth the terms and conditions relative to the creation, organization, and operation, within a new County department, of a consolidated County-City workforce investment program.

**Article II.  
Definitions**

- 2.1 The following terms shall have the indicated meanings as those terms are used throughout this Agreement:
- a. "City's Chief Elected Official" means the Mayor.
  - b. "City Council" means the Saint Paul City Council.
  - c. "County Board" means the Board of Ramsey County Commissioners.
  - d. "County's Chief Elected Official" means the County Board.
  - e. "Director" means the person or persons who serve in the top leadership position for the County Program.
  - f. "JTPA" or "Job Training Partnership Act" means Public Law, 97-300, as amended from time to time, and the implementing regulations, as issued from time to time.
  - g. "Leased Premises" means 24,720 square feet of space being used as an employment training center by the City at the time of execution, at a building located at 215 East Ninth Street, Saint Paul.
  - h. "Mayor" means the elected Mayor of the City of Saint Paul.
  - i. "Program Manager" means the person who serves in the top leadership position for the City Program.

- j. "Transition" means the change from two separate programs, the County Program and the City Program, to the Consolidated Program.
- k. "WIA" or "Workforce Investment Act" means Public Law, 105-220, as amended from time to time, and the implementing regulations, as issued from time to time.

**Article III.  
Term**

- 3.1 The initial term of this Agreement shall be five years from the date of complete execution of the Agreement. This Agreement will automatically renew for additional ten year terms, unless written notice of intent not to renew is provided by either party to the other, at least one (1) year prior to the end of the term then in effect. In such a case, this Agreement shall expire at midnight on the last day of the term then in effect.

**Article IV.  
County-City Workforce Investment Program**

- 4.1 The County-City workforce investment program ("Consolidated Program") is hereby created by consolidating the City and County Programs in accordance with the terms of this Agreement.
- 4.2 The County shall operate the Consolidated Program on behalf of both the County and the City to serve the needs of employers and eligible job seekers.
- 4.3 On July 1, 2000 the County Job Training Program and City Program shall cease operations and the Consolidated Program shall commence operations.
- 4.4 As of July 1, 2000, the SPWDC and the Council shall cease to perform their responsibilities, except for such activities as are necessary to cease operations and dissolve. The parties shall execute any legal documents necessary to effect such termination of business.

**Article V.  
Mission and Goals**

- 5.1 Mission

The mission of the Consolidated Program is to be a national leader in effectively moving people into employment by managing a County-City workforce system that is responsive to job seeker and employer needs.

## 5.2 Goals

The following Consolidated Program goals are hereby established:

- a. Develop and implement a single, integrated workforce system by combining similar and related programs, including County's MFIP-ES, and developing effective public-private partnerships in a subregional economy and labor market.
- b. Establish the Consolidated Program Workforce Investment Board (WIB) as a broad policy body for all Ramsey County workforce activities.
- c. Provide better service to two customers by improving the workforce system's response to employer and job seeker needs.
- d. Improve the cost effectiveness of existing programs by eliminating program duplication and achieving economies of scale through administration of one system.
- e. Leverage new financial resources by becoming more entrepreneurial and competitive.
- f. Conform with federal and state reforms by actively responding to the state and federal integration of programs, larger service delivery areas, and universal service requirements.
- g. Promote the City and County's interests in workforce development: by ensuring that the operation of the consolidated workforce system serves the needs of all County residents and businesses.
- h. Develop enhanced East Metro workforce policies and partnerships by providing leadership in policy setting, identifying and addressing labor market issues in Ramsey County and the East Metro area, developing a vision for public workforce programs, growing partnerships among the required partners in the Minnesota Workforce Center System and other regional partners.
- i. Engage employers by coordinating the local workforce investment activities with local economic development strategies; developing other employer linkages, through intermediaries such as the local one-stop operator, or through other organizations; and assisting such employers in meeting hiring needs.
- j. Improve access by refining one-stop facilities and information networks, such as the Community Employment Partnership and the Suburban Ramsey Family Collaborative.
- k. Prepare youth for jobs by providing specialized youth-focused programs and employer partnerships.

## **Article VI. Transition**

- 6.1 In order to ensure a smooth and orderly transition from the separate County and City Programs to the Consolidated Program within a new County department, and to ensure that there are no gaps in services to clients as a result of the consolidation, the County Manager, or his/her designee, will manage transition activities as defined in this Agreement.

- 6.2 From and after execution of this Agreement, the Director of the County Program and the Program Manager of the City's Program shall report to the County Manager, or his/her designee, in relation to all transition activities. This reporting relationship shall continue until the hiring of the director of the new County department, who shall then assume all management responsibilities, including transition activities.
- 6.3 Transition activities will include, but are not limited to, the following:
- a. Development of the County's new department.
  - b. Development and implementation of the work plan for the County's new department, including the integration of strategies and programs to provide uninterrupted services.
  - c. Development of a transition plan, including a visioning process; analysis of organizational functions and structure; analysis of staff skills and interests; analysis of training and hiring needs; and analysis of the role of vendors.
  - d. Training of employees and recruitment of additional staff, as necessary.
  - e. Development, preparation and management of the new County department's budget.
  - f. Bargaining the effects of this JPA with employee representatives.
- 6.4 Staff from the County Manager's Office, and other County and City staff as necessary and appropriate, will assist the County Manager in transition activities.

**Article VII.**  
**New County Department**

- 7.1 By July 1, 2000, the County will create a new department ("Department"), pursuant to the County Charter and Administrative Code, that will manage the Consolidated Program in accordance with the mission and goals set forth in Article V above, in compliance with WIA and all applicable federal and state laws and regulations.
- 7.2 The director of the Department shall be appointed by the County Manager at a department director level, following County's normal selection process.
- 7.3 The Department shall annually report to the County Board, the Mayor and City Council regarding the accomplishments of the Consolidated Program. The reporting shall include the results of job placements and customer satisfaction.
- 7.4 Nothing herein shall prevent the County from including other programs within the Department as deemed appropriate by the County, so long as the Consolidated Program will not be adversely affected.

**Article VIII.**  
**Consolidated Program Workforce Investment Board**

- 8.1 The Consolidated Program Workforce Investment Board (“WIB”) is hereby created for the purpose of performing all of the responsibilities of a local Workforce Investment Board and shall commence its activities on July 1, 2000. The WIB shall comply with WIA and all applicable state and federal laws and regulations. Additionally, the WIB shall:
- a. In partnership with the County Board, produce a strategic plan, identifying trends, emerging issues, and appropriate strategies, that integrates the Department’s programs; and
  - b. Assist the Department in implementation of the strategic plan; and
  - c. In partnership with the County Board, seek out and apply for other funds that will leverage private and public workforce investments; and
  - d. In partnership with the County Board, develop entrepreneurial strategies for financing the provision of workforce services and implement those strategies.

8.2 The WIB will have an advisory role only with respect to MFIP-ES.

8.3 The members of the WIB shall be appointed as follows: 50 percent of each category of members shall be appointed by the Mayor, according to the City’s Policy Concerning Citizen Committees; and the other 50 percent shall be appointed by the County’s Chief Elected Official, according to its Policy on Advisory Committees and Boards.

The members of the WIB shall elect the Chair of the WIB, in accordance with WIA.

8.4 The WIB shall always contain an even number of members and an even number of members in each category as specified in WIA, state statute, and/or by the WIB itself.

8.5 In order to ensure an effective transition from the County and City Programs to the Consolidated Program and to use the accumulated skill, knowledge and expertise of the members of the existing Council and SPWDC, the members of the first WIB shall be appointed from a pool of candidates, including the members of the existing County and City workforce councils, and in compliance with the WIA requirements for the recruitment and selection of members.

8.6 In order to stagger member terms, the term of one-half of the initial WIB membership will be one year and the other one-half will be two years, and thereafter all terms will be two years.

8.7 In its first year, the WIB shall adopt bylaws that shall comply with all County policies, and all state and federal laws and regulations. The bylaws shall include, without limitation, the following:

- a. A conflict of interest clause.
- b. Membership requirements that WIB members reside in Ramsey County, be employed by a Ramsey County employer, or provide services in Ramsey County.



c. Consideration of removal of members for cause or nonattendance.

8.8 The WIB shall annually report to the County Board and the Mayor and City Council regarding its accomplishments, including the accomplishments of the Consolidated Program with respect to the mission and goals specified in Article V above.

#### **Article IX.**

##### **Chief Elected Official and Administration**

9.1 The City hereby appoints and designates the County as its agent with respect to the operation and management of the Consolidated Program. Upon the Department director's request, the City will execute all grant applications and other necessary documents for the Consolidated Program.

9.2 The County's Chief Elected Official shall serve as the Chief Elected Official for the Consolidated Program, and shall perform all duties as required by WIA and federal and state laws and regulations.

9.3 The Chief Elected Official shall negotiate a partnership agreement with the WIB according to WIA requirements.

9.4 County is designated as the local fiscal agent for the Consolidated Program.

9.5 The County is responsible for the application, planning, implementation, administration, and reporting of grants assigned to it by the City under this Agreement and those future grants that could become part of the Consolidated Program in accord with all applicable state and federal laws and regulations.

#### **Article X.**

##### **City's Grants, Subgrants, Agreements, Contracts and Payment of Rent**

10.1 If allowable by the granting agency, the City will assign to the County, effective July 1, 2000, its interests in and obligations under each grant, agreement, and contract for the funding sources identified in Exhibit A. The City is responsible for obtaining all necessary approvals for the assignments. All funds from the assigned grants, agreements, and contracts in the possession of the City on July 1, 2000 for services to be provided on or after July 1, 2000 shall be transferred to the County on that date or as soon thereafter as may reasonably be done. In the event that a grant, agreement, or contract can not be assigned to the County, the County will provide the services that are reimbursable under the grant, agreement, and/or contract on the City's behalf. The City will compensate the County for all services provided by the County under the grant, agreement and/or contract to the extent that the services provided by the County are allowed as reimbursements under the grant, agreement and/or contract. If additional funding sources other than those

listed in Exhibit A become available to the City for services the parties mutually agree are to be provided by the Consolidated Program, such additional funding sources shall become subject to the terms of this paragraph as if originally included in Exhibit A.

- 10.2 The City will assign to the County, effective July 1, 2000, its interests in and obligations under each grant, agreement, and contract identified in Exhibit B. The City is responsible for obtaining all necessary approvals for the assignments from the granting agency. Any money owed to the City for services performed prior to July 1, 2000 under the subgrants, agreements, and contracts will not be transferred to the County. If additional grants, agreements, or contracts other than those listed in Exhibit B are identified that the parties agree relate to services to be provided by the Consolidated Program, such grants, agreements, or contracts shall become subject to the terms of this paragraph as if originally included in Exhibit B.
- 10.3 The County is responsible for the application, planning, implementation, administration, and reporting of grants assigned to it by the City under this Agreement and of future grants that may become available to the Consolidated Program, in accordance with all applicable state and federal laws and regulations.
- 10.4 In consideration of the payment by the County to the City of the following rent, and subject to the rights of the existing tenants, the County is entitled to use and occupy the Leased Premises for the term commencing July 1, 2000 and ending September 30, 2002 on the same terms and conditions as the existing tenants occupying the Leased Premises:

<u>Amount</u>	<u>Due Date</u>	<u>Period Covered</u>
\$98,880.00	December 31, 2000	July 1, 2000-December 31, 2000
\$103,824.00	June 30, 2001	January 1, 2001-June 30, 2001
\$103,824.00	December 31, 2001	July 1, 2001-December 31, 2001
\$109,015.20	June 30, 2002	January 1, 2002-June 30, 2002
\$54,507.60	September 30, 2002	July 1, 2002-September 30, 2002

After September 30, 2002 rent payments will be negotiated by the City and County for the use of the Leased Premises. The rental rate includes payment for debt service and existing tenant improvement on the building in which the Leased Premises are located, use of common space, building management, and building operating and maintenance costs.

If, at any time during the period from execution of this Agreement through September 30, 2002, the right of the County to use and occupy the Leased Premises is terminated by the City, the County shall be relieved of any liability for payment of rent from the date of said termination. The City shall give the County not less than 120 days' advance written notice of said termination.

**Article XI.**

## **Level of Services**

- 11.1 The parties acknowledge that provision of services at current levels will depend upon continued state and federal funding levels, and continuing authority under applicable state and/or federal law subject to the provisions of Article XIII. If funding or authority changes during the term of the Agreement, the City and County agree to incorporate such changes, as are necessary, into their respective purchase and sale of service budget and Consolidated Program budget, as applicable.
- 11.2 The adoption of the Consolidated Program budget is subject to the County's annual budget process.
- 11.3 The County will annually submit the Consolidated Program proposed budget to the Mayor and City Council for review and comment regarding the proposed level of services, no later than August 1 of the year preceding the term of the budget year. Each may submit comments, within thirty (30) days of the receipt of the proposed budget, to the County.

## **Article XII. Personnel**

- 12.1 No current City or County employee who is performing workforce/job training services on the effective date of this Agreement shall be discharged or laid off as a direct result of this consolidation. Personnel actions affecting the Consolidated Program may be taken through the annual budgeting processes, or at such time as revenue circumstances dictate.
- 12.2 The Consolidated Program will be staffed by County employees, and by City employees who shall provide services as described in this Agreement, in such capacities as the Department director shall determine.
- 12.3 City employees working for the City Program on June 30, 2000 will continue as City employees after July 1, 2000, but will provide services to the Consolidated Program under the following terms:
  - a. At such time as a City incumbent covered by this Agreement terminates employment with the City, any replacement personnel shall be hired as a County employee.
  - b. City employees covered by this Agreement who provide services for the Consolidated Program as City employees shall be subject to the provisions of applicable union agreements between the City and unions representing City employees, and applicable City policy.
  - c. Any new positions authorized for the Department shall be County positions.
  - d. The County shall pay the City for the services provided by the City's employees to the Consolidated Program, effective July 1, 2000. The amount to be paid will be the City's costs as defined in Exhibit C.
  - e. This agreement to purchase City service shall expire when the last City incumbent

terminates employment or ceases to provide services to the Consolidated Program, whichever occurs first.

**Article XIII.  
Program Cost And Funding**

- 13.1 The cost of operations of the Consolidated Program shall be funded through federal and state grants, private donations, and other sources, including County tax levy funds if such funding is granted by the County Board of Commissioners. The City shall have no obligation to contribute any tax levy money to the Consolidated Program.
- 13.2 If funding is inadequate to cover the costs of operation of the Consolidated Program, County may elect to allocate County tax levy money to the Consolidated Program, and/or increase other revenues, and/or reduce Consolidated Program costs and/or reduce services.

**Article XIV.  
Indemnification, Liability, and Insurance**

- 14.1 Each party shall remain liable for any damages, loss, liability, claims, causes of action, judgments, or expenses resulting directly or indirectly from any act or omission of the party, its employees, elected officials, or agents, in relation to that party's program operations prior to the effective date of the Consolidated Program.
- 14.2 Effective July 1, 2000, the County will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials and agents, and for the acts and omissions of City employees while performing services for the Consolidated Program as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law.
- 14.3 Consistent with the provisions of sections 14.1 and 14.2 herein, each party agrees to defend, indemnify and hold harmless the other party, its employees, elected officials, and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses resulting directly or indirectly from any act or omission of the indemnifying party, its employees, elected officials, or agents.
- 14.4 Each party warrants that it is able to comply with the aforementioned indemnity requirements through commercial insurance or a self-funding program.
- 14.5 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.

- 14.6 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.

**Article XV.  
Termination**

- 15.1 This Agreement shall terminate:
- a. upon the consent of the parties as evidenced by a written resolution of the governing body of each party; or
  - b. when necessitated by operation of law; or
  - c. as a result of a decision by a court of competent jurisdiction.
- 15.2 Either party may terminate this Agreement without cause upon one year's prior written notice to the other party. During the one year notice period, the City and the County shall take all reasonable steps, including petitioning the State for redesignation, to provide continuity of services and ongoing funding after the termination date.
- 15.3 Termination shall not discharge any liability incurred by the parties during the term of this Agreement prior to the effective date of termination.
- 15.4 The provisions of Articles XIV of this Agreement shall survive termination of this Agreement.
- 15.5 Upon termination of this Agreement, the Consolidated Program shall cease to exist, and the assignment of the City's grants to the County shall cease and terminate.

**Article XVI.  
Notice**

- 16.1 All notices, written requests, or demands given or made by a party under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail.
- 16.2 All notices, written requests, or demands shall be sent to the following addresses:  
Ramsey County:  
Ramsey County Manager  
Room 250  
15 W. Kellogg Blvd.  
Saint Paul, MN 55102

City of Saint Paul:  
Mayor  
City of Saint Paul  
15 W. Kellogg Blvd. Room 390  
Saint Paul, MN 55102.

Saint Paul City Attorney  
Room 400  
15 W. Kellogg Blvd.  
Saint Paul, MN 55102

**Article XVII.  
Contract Provisions**

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

**Article XVIII.  
Assets**

- 18.1 As and for partial consideration of the duties and responsibilities undertaken by the County under this Agreement, the City shall conditionally transfer certain personal property purchased by the City Program to the County. Within sixty (60) days of execution of this Agreement, the City will provide an inventory of the personal property to be transferred to the County, and will deliver possession thereof to the County. If, upon termination of this Agreement, the City will be providing workforce services, then the County shall return to the City such personal property, or any replacement of such personal property which was purchased with Consolidated Program funding during the term of the Agreement.

**Article XIX.  
Entire Agreement and Amendments**

- 19.1 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.
- 19.2 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.

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

County of Ramsey

By: [Signature]  
Rafael Ortega, Chair  
Board of Commissioners

By: [Signature]  
Bonnie Jackelen, Chief Clerk  
Board of Commissioners 2000-39

Date: 2/1/2000

Approval Recommended:

Ramsey County Workforce Council

By: Vernon M. Vico

Its Vice Chair

Approved as to form:

By: [Signature]  
Karen Kushner  
Assistant County Attorney

Insurance Approved:

By: [Signature]  
Risk Manager 3-24-00

Funds Available:

Fund # 13301

By: [Signature]  
Budgeting and Accounting

City of Saint Paul

By: [Signature]  
Norm Coleman, Mayor

By: [Signature]  
Fred Owusu, City Clerk

Date: 3/16/2000

Saint Paul Workforce Development Council,  
Inc. (see attached)

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

Its \_\_\_\_\_

Approved as to form:

By: [Signature]  
Assistant City Attorney

Funds Available:

Fund # \_\_\_\_\_

By: [Signature]  
Director of Financial Services

### Exhibit A

	<b>Source</b>	<b>Anticipated funding<sup>1</sup> available beginning July 1, 2000</b>	<b>City</b>	<b>County</b>
1.	Federal Workforce Investment Act (WIA) Adult Program		450,066	44,255
2.	Federal Workforce Investment Act (WIA) Youth Program		471,054 <sup>2</sup>	44,377
3.	Federal Workforce Investment Act (WIA) Dislocated Worker Program		270,861	207,408
4.	Federal Job Training Partnership Act (JTPA) Transition to WIA		28,142	7,808
5.	Federal Job Training Partnership Act (JTPA) Phase Out/Close Out (expires 12/31/2000)		NA <sup>3</sup>	NA <sup>3</sup>
6.	Federal Formula Welfare to Work (WtW) (expires 9/30/2001)		884,751	215,707
7.	State Allocation Welfare to Work (expires 6/30/2001)		326,788	39,837
8.	Minnesota (State) Youth Program (MYP)		447,627	202,693
9.	Minnesota (State) Economic Dislocation and Worker Adjustment Asst.		800,000	620,000
10.	Nat'l Assoc. of Workforce Boards (NAWB) Fed. Competitive Welfare to Work (exp. 12/31/2000)		100,000	0
11.	Minnesota (State) Enterprise Zone Incentive Grant (expires 12/31/2001)		100,000	0
12.	Plant Closings/Minnesota (State) Dislocated competitive Funding (expires 12/31/2000)		350,000	262,500
13.	Community Development Block Grant (CDBG) Youth Employment Program		400,000	0
14.	Parents Fair Share/County Supplement & MN Family Investment Program		0	160,000
15.	Work Assist. Services/County Supported Employment Program		0	99,509
16.	School to Careers/Federal School to Careers (Work) Program		0	327,257
17.	Minnesota Family Investment Program (MFIP)		1,600,000	1,230,000
18.	Minnesota Family Investment Program (MFIP) / ES		0	7,004,309
19.	Ramsey County Human Services Refugee		0	166,464
20.	Ramsey County General Fund/Tax Levy		0	167,699
	<b>TOTALS</b>		<b>6,229,289</b>	<b>10,799,823</b>
			<b>COMBINED TOTALS</b>	
			<b>17,029,112</b>	

<sup>1</sup> The City and County funding amounts are estimates only and actual amounts may be different. Actual funding is beyond the control of the City and County. No representations are being made by the City or County as to actual amounts that will be transferred to County's new department.

<sup>2</sup> \$117,500 of this amount to be retained by the City to perform services for the period 4/1/00 to 6/30/00.

<sup>3</sup> JTPA Phase out/Close out allocations will be received by the County and the City, amounts unknown as of 01/14/00.



**Exhibit B**

Subgrants, Agreements, and Contracts to be assigned to the County  
for the Consolidated Program

Workforce Merger  
Purchase of Service Vendor Worksheet

***Saint Paul Workforce Development Program***

Vendor Name	Service(s) Provided	Contract Amount	Contract Begin Date	Contract End Date	For contract sending after 06/30/00(see item 1.f Of instructions)	Other Comments
Employment Action Center	St. Paul Co. DW	352,500	12/01/99	12/31/00	D: Prog. Ends	
Labor Studies & Resource Center	St. Paul Co. DW	352,500	12/01/99	12/31/00	D: Prog. Ends	
Merrick Community Services	Enterprise Zone State	246,362	01/01/00	12/31/01	D: Prog. Ends	
Saint Paul Public Schools CET	NaPIC WtW	157,500	07/01/98	11/30/00	D: Prog. Ends	
Saint Paul Technical College	NaPIC WtW	157,500	07/01/98	11/30/00	D: Prog. Ends	

## **Exhibit C**

### **Costs to be Reimbursed by the County for City Services**

This exhibit describes the method for calculating the costs to be paid by the County to the City for services provided by City employees for the Consolidated Program.

#### **Costs for First Year**

The costs will be calculated using the following:

- Base rate: the City's cost for an employee that can be billed to a specific Consolidated Program grant.
- Indirect rate: the City's PED indirect cost, including but not limited to costs for the employee's sick time and vacation time, and costs at the City Hall Annex including rent, utilities, phones, computers, office supplies and other costs. The projected indirect rate is 0.80.
- Fringe rate: the City's cost for employee fringe benefits, including but not limited to health insurance, FICA, Workers' Compensation, and pensions. The predicted fringe rate is 0.28.
- Any direct unemployment costs incurred for City employees covered by this Exhibit.
- Employee mileage charges.

#### **Costs for Second and Future Years**

The costs will be calculated using the following:

- The City's direct payroll charge for the employee.
- The fringe rate, as defined above.
- Other indirect costs attributable to this staff, as may be negotiated between the parties.
- Employee mileage charges.
- Any direct unemployment costs incurred for City employees covered by this Exhibit.

**SECOND AMENDMENT TO THE JOINT POWERS AGREEMENT FOR THE  
CONSOLIDATED RAMSEY COUNTY-CITY OF SAINT PAUL WORKFORCE  
INVESTMENT PROGRAM**

WHEREAS, Ramsey County ("County") and the City of Saint Paul ("City") entered into a Joint Powers Agreement on January 20, 2000, for a consolidated County-City Workforce Investment Program ("Agreement"); and

WHEREAS, In 2008, the County and the City executed an Amendment to the Agreement to modify provisions regarding the Consolidated Program Workforce Investment Board ("WIB"); and

WHEREAS, The parties wish to further amend the Agreement to make additional modifications regarding the WIB in order to comply with requirements of Minnesota State law and the federal Workforce Investment Act;

Therefore, the parties agree to amend the Agreement as follows:

1. Effective upon the date of execution of this Second Amendment by both parties, Section 8.3 of the Agreement is revised to read as follows:  
"The membership of the WIB shall at all times be consistent with the requirements of the Workforce Investment Act and of the Minnesota Department of Employment and Economics. Individuals appointed to the WIB may serve as representatives of more than one category. The County's appointments shall be made by the County's Chief Elected Official, according to its Policy on Advisory Committees and Boards and the City's appointment shall be made by the Mayor, according to the City's Policy Concerning Citizen Committees. The County and the City agree to the number of members, the appointments overlaps, and the appointment authorities as set forth in the Revised Membership Summary dated November 19, 2009, attached hereto and made a part of this Agreement.

The members of the WIB shall elect the Chair of the WIB, in accordance with WIA."

2. Except as modified herein, the terms of the Agreement, as amended, shall remain in full force and effect.

Wherefore, the parties have executed this Second Amendment on the last date written below.

**RAMSEY COUNTY**

By: Jan Parker  
Jan Parker, Chair  
Board of Commissioners

By: Bonnie Jackelen  
Bonnie Jackelen, Chief Clerk  
Board of Commissioners 2009-445

**CITY OF SAINT PAUL**

By: Christopher Coleman  
Christopher Coleman, Mayor

By: Shari Moore  
\_\_\_\_\_, City Clerk

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

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

Approved as to form:

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Assistant City Attorney

Funds Available:  
Fund # \_\_\_\_\_

Funds Available:  
Fund # \_\_\_\_\_

# Resolution

Board of

## *Ramsey County Commissioners*

Presented By: Commissioner Rettman Date: March 11, 2008 No. 2008-101

Attention: Budgeting and Accounting  
Patricia Brady, Workforce Solutions  
Mary Jo Gardner, Workforce Investment Board  
Wendy Underwood, City of St. Paul

Page 1 of 2

WHEREAS, On January 20, 2000, the Ramsey County Board of Commissioners and the City of Saint Paul executed a Joint Powers Agreement For the Consolidated Ramsey County-City of Saint Paul Workforce Investment Program ("JPA") to provide services to both job seekers and employers within all of Ramsey County in a more efficient and effective manner; and

WHEREAS, They have created this joint venture under the guidance of the State of Minnesota/Department of Employment and Economic Development, and in conjunction with the business, education, and labor interests within Ramsey County; and

WHEREAS, The Workforce Investment Board ("WIB") has performed the responsibilities of a local workforce board in accordance with the provisions of the federal Workforce Investment Act (WIA) and the JPA; and

WHEREAS, The appropriate size and composition of the WIB have been under discussion by the City, the County, and the WIB for some time, with a desire to ensure an adequate number of members and a composition that is in compliance with both the spirit and intent of the WIA, but also to reduce the size to a more manageable and efficient number; Now, Therefore, Be It

RESOLVED, That the Ramsey County Board of Commissioners hereby approves the changes to the Workforce Investment Board membership, from 50 to 32 members, as specified in the Amendment to the Joint Powers Agreement For the Consolidated Ramsey County-City of Saint Paul Workforce Investment Program; and Be It Further

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jan Parker	X		

Jan Parker, Chair

By: 

Bonnie C. Jackelen  
Chief Clerk - County Board

# Resolution

Board of

## *Ramsey County Commissioners*

Presented By: Commissioner Rettman Date: March 11, 2008 No. 2008-101

Attention: Budgeting and Accounting  
Patricia Brady, Workforce Solutions  
Mary Jo Gardner, Workforce Investment Board  
Wendy Underwood, City of St. Paul

Page 2 of 2

RESOLVED, The Ramsey County Board authorizes the Chair of the Board and the Chief Clerk to execute the Amendment; and Be It Further


RESOLVED, The Ramsey County Board thanks the members of the WIB, the State of Minnesota/Department of Employment and Economic Development, the City of Saint Paul, and the Saint Paul Mayor's Office for their work on developing this Amendment.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jan Parker	X		

Jan Parker, Chair

By:

  
Bonnie C. Jackelen  
Chief Clerk - County Board

Reduced Size WIB Membership - 32 Members

Area	Required by WIA	Required by State	Additional Agreed-Upon Members	Current Membership	Minimum Without JPA Requirement of Equal Number per Category	Notes on Appointments
Business (Defined as for-profit)	51%			26	17	County appoints 9 and City appoints 8
CBO (non-profit)	2 (can represent more than one entity)	15%		6	5	County appoints 2 and City appoints 3
Economic Development	2 (can represent more than one entity)			2	1	County and City each appoints 1
Education	2 (can represent more than one entity)			4	2	County and City each appoints 1
LEO				2	1	County represented as the LEO
Mayoral Appointee			1		1	Appointee can be elected official or member of administration
Labor	2 (can represent more than one entity)			2	2	City and County each appoints 1
One-Stops	Reps from each One-Stop Partner			8	3	County appoints all 3
Totals				50	32	

<sup>1</sup> Since the state approved one entity serving as both a one-stop partner and a CBO, two one-stop partners will also fill two CBO positions.

<sup>2</sup> The state has waived the requirement for 2 representatives for economic development. However, to meet the JPA 50% requirements, the minimum number is 2.

<sup>3</sup> There are 12 required one stop partners (the State has waived the requirement for a housing one-stop partner): WIA Title 1; Welfare to Work; Job Corps; Wagner Peyser; trade adjustment assistance; voc rehab; senior employment; post sec ed/Carl Perkins; Adult Ed/WIA Title 2; vets; CSBG; unemployment comp. Per DEED, WIA Title One and Welfare to Work are filled by the same person. Three one-stop partners fill required one-stop WIB positions but cannot fill other categories on the WIB; WIA Title One/Welfare to Work; voc-rehab; and Wagner Peyser (However, the Wagner Peyser person will also represent trade adjustment, vets, and unemployment one-stop partners). These are the three positions listed here. The remainder of the current one-stop partners are currently filling WIB positions as follows: CSBG is a CBO; senior services is a CBO; Job Corps is education; and one entity will represent both Adult Ed/WIA Title 2 and Post Secondary/Carl Perkins one-stop partners and an education slot on the WIB.

*SEVEN WIB members are needed to represent all one-stop partners. The categories they fill are as follows:*

*WTW #1 as one-stop*

*Title One #1*

*Yoc Rehab #2 as one-stop*

*Title 2 #3 as education*

*Wagner Peyser #4 as one-stop*

*Carl Perkins #3*

*Vets #4*

*UC #4*

*Senior employ #5 as a CBO*

*Trade #4*

*Job corps #6 as education*

*CSBG #7 as CBO*

6



# Resolution

Board of

## *Ramsey County Commissioners*

Presented By: Commissioner Bennett Date: May 13, 2008 No. 2008-171

Attention: Budgeting and Accounting  
Patricia Brady, Workforce Solutions  
Mary Jo Gardner, Workforce Investment Board

WHEREAS, On March 11, 2008, the Ramsey County Board adopted Resolution 2008-101, which approved changes to the Workforce Investment Board (WIB) membership and reduced the number of members from 50 to 32, which included one Economic Development Representative; and

WHEREAS, Subsequently, the City requested that the make-up of the WIB be revised to include two Economic Development Representatives; Now, Therefore, Be It


RESOLVED, The Ramsey County Board of Commissioners hereby accepts the revision in total membership of the Workforce Investment Board to 33 members.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough			Absent
Rafael Ortega	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jan Parker	X		

Jan Parker, Chair

By:

  
Bonnie C. Jackelen  
Chief Clerk - County Board

Reduced Size WIB Membership – 33 Members\*

Area	Required by WIA	Required by State	Additional Agreed-Upon Members	Current Membership	Minimum Without JPA Requirement or Equal Number per Category	Notes on Appointments
Business (Defined as for-profit)	51%			26	17	County appoints 9 and City appoints 8
CBO (non-profit)	2 (can represent more than one entity)	15%		6	5	County appoints 2 and City appoints 3
Economic Development	2 (can represent more than one entity)			8	2	County and City each appoints 4
Education	2 (can represent more than one entity)			4	12	County and City each appoints 1
LEO				2	1	County represented as the LEO
Mayoral Appointee			1		1	Appointee can be elected official or member of administration
Labor	2 (can represent more than one entity)			2	2	City and County each appoints 1
One-Stops	Reps from each One-Stop Partners			8	3	County appoints all 3
Totals				50	33	

8

\* Pending Saint Paul City Council Approval on April 10, 2008

<sup>1</sup> Since the state approved one entity serving as both a one-stop partner and a CBO, two one-stop partners will also fill two CBO positions.

<sup>2</sup> The state has waived the requirement for 2 representatives for economic development. However, to meet the JPA 50% requirements, the minimum number is 2.

<sup>3</sup> There are 12 required one stop partners (the State has waived the requirement for a housing one-stop partner): WIA Title 1; Welfare to Work; Job Corps; Wagner Peysner; trade adjustment assistance; voc rehab; senior employment; post sec ed/Carl Perkins; Adult Ed/WIA Title 2; vets; CSBG; unemployment comp. Per DEED, WIA Title One and Welfare to Work are filled by the same person. Three one-stop partners are required one-stop WIB positions but cannot fill other categories on the WIB: WIA Title One/Welfare to Work; voc-rehab; and Wagner Peysner (However, the Wagner Peysner person will also represent trade adjustment, vets, and unemployment one-stop partners). These are the three positions listed here. The remainder of the current one-stop partners are currently filling WIB positions as follows: CSBG is a CBO; senior services is a CBO; Job Corps is education; and one entity will represent both Adult Ed/WIA Title 2 and Post Secondary/Carl Perkins one-stop partners and an education slot on the WIB.

SEVEN WIB members are needed to represent all one-stop partners. The categories they fill are as follows:

WYW #1 as one-stop

Title One #1

Voc Rehab #2 as one-stop

Title 2 #3 as education

Wagner Peyser #4 as one-stop

Carl Perkins #3

Yets #4

UC #4

Senior employ #5 as a CBO

Trade #4

Job corps #6 as education

CSBG #7 as CBO



Reduced Size WIB Membership – Current structure with added ABE Rep  
11/2/09

Area	Required by WIA	Required by State	Current Membership	Current plus ABE and 1 Econ Dev	Notes on Appointments for 33 member board	Notes on Appointments for 33 member board w/ ABE
Business (Defined as for-profit)	51%		17	17	County appoints 9 and City appoints 8	County appoints 9 and City appoints 8
CBO (non-profit)	2 (can represent more than one entity)	15%	5	5	County appoints 2 and City appoints 3	County appoints 2 and City appoints 3
Economic Development	1 (can represent more than one entity)		2	1	County and City each appoints 1	City appoints 1
Education	2 (can represent more than one entity)	ABE	2	3	County and City each appoints 1	County appoints 2 and City appoints 1
LEO			1	1	County represented as the LEO	County represented as the LEO
Mayoral Appointee			1	1	Appointee can be elected official or member of administration	Appointee can be elected official or member of administration
Labor	2 (can represent more than one entity)		2	2	City and County each appoints 1	City and County each appoints 1
One-Stops	Reps from each One-Stop Partner		3	3	County appoints all 3	County appoints all 3
<b>Totals</b>			<b>33</b>	<b>33</b>		

Category	#	%	#	%	#	%
Business	17	50	18	50	19	51
CBO	5	14.7	6	16.6	6	16.2
Other*	12	-	12	-	12	-
<b>Total</b>	<b>34</b>	<b>-</b>	<b>36</b>	<b>-</b>	<b>37</b>	<b>-</b>

\*Other includes: Eco Dev (2), LEO (2), Labor (2), One-Stop (3), Education (3)

# Resolution

Board of

## *Ramsey County Commissioners*

Presented By: Commissioner McDonough Date: December 15, 2009 No. 2009-445

Attention: Budgeting and Accounting  
Mary Jo Gardner, Workforce Investment Board

Page 1 of 2

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WHEREAS, In March and April 2008 respectively, the Ramsey County Board and the St. Paul City Council approved an amendment to the Joint Powers Agreement. For the Consolidated Ramsey County-City of Saint Paul Workforce Investment Program ("JPA") reducing the total membership of the Ramsey County Workforce Investment Board ("WIB") to 33; revising the number of representatives in some areas; and revising the appointment authorities for the City Council and the County Board; and

WHEREAS, In accordance with the provisions of the revised JPA, each entity has appointed one education representative; the City of St. Paul has appointed the Hubert H. Humphrey Job Corps Center and Ramsey County has appointed St. Paul College; and

WHEREAS, The federal Workforce Investment Act ("WIA") requires that WIBs have representatives of each of the one-stop partners and the Hubert H. Humphrey Job Corps Center also serves as a representative of one of the one-stop partners in compliance with the requirements of the Workforce Investment Act ("WIA"); and

WHEREAS, In 2009 the Minnesota Legislature amended Minnesota Statutes §116L.666 to require WIBs to include in their membership a representative of an Adult Basic Education ("ABE") program; and

WHEREAS, In order to meet both state and federal requirements, one of the current education representatives will have to be replaced; and

WHEREAS, The City and County have identified a way to address this issue, meet all other state and federal membership requirements, retain the current representatives, and maintain the size of the RCWIB at 33 members; and

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jan Parker	X		

Jan Parker, Chair

By: 

Bonnie C. Jackelen  
Chief Clerk - County Board

# Resolution

Board of

## *Ramsey County Commissioners*

Presented By: Commissioner McDonough Date: December 15, 2009 No. 2009-445

Attention: Budgeting and Accounting  
Mary Jo Gardner, Workforce Investment Board

Page 2 of 2

WHEREAS, The change will require reallocation of the number of representatives in several categories and of the appointing authorities of the County Board and City Mayor with the following summarizing the changes:

1. The number of education representatives will increase from 2 to 3, with the City of St. Paul appointing 1, and the County appointing 2.
2. The number of economic development representatives will decrease from 2 to 1, with the City of St. Paul appointing the representative.
3. Transfer the County's appointment of Employer Solutions, Inc. (represented by Janet Ludden) as an economic development representative to a business representative. This change has been approved by the Minnesota Department of Employment and Economic Development ("DEED"). Amy Filice, representing the City of Saint Paul, will remain as the economic development representative.
4. The current education representatives, St. Paul College and the Hubert H. Humphrey Job Corps Center, will remain on the WIB along with a new representative from ABE;

Now, Therefore, Be It

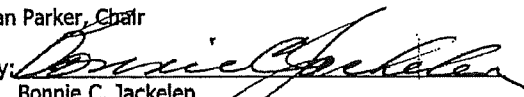
RESOLVED, That the Ramsey County Board of Commissioners approves the Second Amendment to the Joint Powers Agreement for the Consolidated Ramsey County-City of Saint Paul Workforce Investment Program to substitute the membership summary attached to the Amendment with the revised membership summary dated November 19, 2009; and Be It Further

RESOLVED, That the Ramsey County Board of Commissioners approves the transfer of the County's appointment of Janet Ludden of Employer Solutions, Inc. as an economic development representative to appointment as a business representative for a term through the end of her appointment as an economic development representative.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jan Parker	X		

Jan Parker, Chair

By:   
Bonnie C. Jackelen  
Chief Clerk - County Board

**RESOLUTION  
 CITY OF SAINT PAUL, MINNESOTA**

12

Presented by Nathy Stark

1 WHEREAS, the City of Saint Paul ("City") and Ramsey County ("County") entered into a Joint Powers Agreement on January  
 2 20, 2000 to establish a County-City Workforce Investment Program ("Agreement"); and  
 3  
 4 WHEREAS, on March 11, 2008, the City and the County executed an Amendment to the Agreement to modify provisions  
 5 regarding the Consolidated Program Workforce Investment Board ("WIB"); and  
 6  
 7 WHEREAS, the parties wish to further amend the Agreement to make additional modifications with respect to WIB  
 8 membership in order to comply with requirements of Minnesota State law and the federal Workforce Investment Act, and the  
 9 parties have agreed to a Second Amendment to the Agreement ("Second Amendment");  
 10  
 11 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Saint Paul hereby approves the Second  
 12 Amendment to the Agreement which modifies the Agreement as follows:  
 13  
 14 1. Section 8.3 of the Agreement is revised to read as follows:  
 15  
 16 "The membership of the WIB shall at all times be consistent with the requirements of the Workforce Investment Act  
 17 and of the Minnesota Department of Employment and Economic Development. Individuals appointed to the WIB may  
 18 serve as representatives of more than one category. The County's appointments shall be made by the County's Chief  
 19 Elected Official, according to its Policy on Advisory Committees and Boards and the City's appointment shall be made  
 20 by the Mayor, according to the City's Policy Concerning Citizen Committees. The County and the City agree to the  
 21 number of members, the appointments overlaps, and the appointment authorities as set forth in the Revised  
 22 Membership Summary, dated November 19, 2009, attached hereto and made a part of this Agreement.  
 23  
 24 The members of the WIB shall elect the Chair of the WIB, in accordance with WIA."  
 25  
 26 2. Except as modified herein, the terms of the Agreement shall remain in full force and effect.  
 27  
 28 BE IT FURTHER RESOLVED that the Mayor and other City officials are hereby authorized by the Council to execute the  
 29 Second Amendment to the Agreement as detailed above.

	Yeas	Nays	Absent
Bostrom	✓		
Carter	✓		
Harris	✓		
Helgen	✓		
Lantry	✓		
Stark	✓		
Thune	✓		
	7	0	0

Requested by Department of:  
Mayor's Office  
 By: Nancy P. Horvath 12-14-09  
 Approved by the Office of Financial Services  
 By: \_\_\_\_\_  
 Approved by City Attorney  
 By: [Signature]  
 Approved by Mayor for Submission to Council  
 By: Nancy P. Horvath 12-15-09

Adopted by Council: Date 12/23/09  
 Adoption Certified by Council Secretary  
 By: [Signature]  
 Approved by Mayor: Date 1/6/10  
 By: [Signature]