

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

February 1, 2000

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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

- 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.

- 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.

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

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

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

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

City of Saint Paul

By: [Signature]
Norm Coleman, Mayor

By: [Signature]
Fred Owusu, City Clerk

Date: 3/16/2000

Approval Recommended:

Ramsey County Workforce Council

By: [Signature]
Vernon H. Vic 96

Its Vice Chair

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

By: _____

Its _____

Approved as to form:

By: [Signature]
Karen Kushner
Assistant County Attorney

Approved as to form:

By: [Signature]
Assistant City Attorney

Insurance Approved:

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

Funds Available:

Fund # 13301

By: [Signature]
Budgeting and Accounting

Funds Available:

Fund # _____

By: [Signature]
Director of Financial Services

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	