



Board of County Commissioners Agenda Request

24
Agenda Item #

Requested Meeting Date: September 10, 2019

Title of Item: NEMOJT Joint Powers Agreement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
Submitted by: Jessica Seibert		Department: Administration
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue: Please see the attached request from Michelle Ufford, NEMOJT Executive Director asking for Board approval and Board Chair signature to the NEMOJT Joint Powers Agreement.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve Joint Powers Agreement and authorize signature.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

From: Michelle Ufford

Sent: Thursday, July 11, 2019 4:09 PM

To: (Laurel.buchanan@co.lake.mn.us); Adee, Kevin; Burl Ives; David Mills; don.niemi@co.aitkin.mn.us; Kristin Anderson; Paul McDonald; Pete Walsh; Tom Proulx (Thomas.Proulx@co.carlton.mn.us)

Cc: Renee Marconett; Randy Lampton

Subject: NEMOJT Joint Powers Agreement

Importance: High

Hi all – per our LEO Board discussion today, we need to update the NEMOJT joint powers agreement to reflect changes in terminology stemming from the change in federal law from the Workforce Investment Act (WIA) to the Workforce Innovation and Opportunity Act (WIOA). There are no other content or material changes to the document.

Attached are two documents:

- 1) a pdf of the joint powers agreement showing the proposed edits
- 2) a clean MS Word version with the changes made – this is the one that each of your county board chairs will need to sign

Please confirm receipt of this email and let me know if there's anything additional you need as you work through this process.

Thanks!!

Michelle

Michelle Ufford

Executive Director

Northeast Minnesota Office of Job Training

820 North 9th Street, Suite 240

Virginia, MN 55792

218.735.6173, 800.325.5332

www.nemojt.org

DRAFT

JOINT EXERCISE OF POWERS AGREEMENT

FOR THE DELIVERY OF

JOB TRAINING PROGRAMS IN NORTHEASTERN MINNESOTA

THIS AGREEMENT, originated October 1, 1983, by and between the COUNTIES OF AITKIN, CARLTON, COOK, ITASCA, KOOCHICHING, LAKE AND ST. LOUIS (excluding the City of Duluth), political subdivisions of the State of Minnesota

WITNESSETH:

RECITALS:

A. The Congress of the United States has set full employment as a national goal and provides funds by grant and contract to States, through the ~~Workforce Investment Act~~ Workforce Innovation and Opportunity Act of 1998~~2017~~. States then establish "Workforce Service-Development Areas" with an appropriate administrative body to provide programs to help achieve this goal.

B. These funds and programs can achieve the most effective results if the seven local government entities involved coordinate their efforts and provide services that are designed to meet the needs of the labor market area.

C. The U.S. Department of Labor has designated governmental entities with populations of 200,000 or more as eligible to be Workforce Service-Development Areas of Department of Labor employment and training programs.

D. The Department of Labor encourages contiguous units of local government to form consortia to plan and manage employment and training programs covering whole labor market areas within their jurisdictions.

E. The Boards of Commissioners of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis Counties wish to develop the most effective local government program to deal with the unemployment and underemployment problems of residents of the seven counties, and they have determined that such problems can best be resolved and such funds may be best administered by a public agency of the units of government, the Northeast Minn Statute unemployment and underemployment problems of residents of the seven counties, and they have determined that such problems can best be resolved and such funds may be best administered by a public agency of the units of government, the Northeast Minnesota Office of Job Training, created hereunder.

SECTION 1. Authority for Agreement. This Joint Powers Agreement is made pursuant to the definition of units of general local government as described in Minnesota Statutes 373 and

375. These units of government are authorized under Minnesota Laws of 1976, chapter 182, Section 15 to receive financial assistance, plan for and carry out comprehensive employment/training program so the contracting parties or any similar power. The Counties are each empowered by the laws of the State of Minnesota to exercise, in their respective jurisdictions, the powers which will be jointly exercised as hereinafter set forth.

SECTION 2. Power Exercised: Purposes of Agreement. The power to be exercised is the development and implementation of a public and private job training program under which local employment needs and goals will be determined, and training and employment programs will be planned, developed, and administered. The purpose of this Agreement is to create, under the Workforce ~~Investment-Innovation and Opportunity~~ Act, a separate public entity governed by seven County units of government that are parties to this Agreement. Such power to be exercised and the purpose of this Agreement will be accomplished in the manner hereinafter set forth.

SECTION 3. Creation of Agency. Pursuant to the Workforce ~~Investment-Innovation and Opportunity~~ Act, there is hereby created a public entity of the units of general local government of the seven counties, hereto known as the Northeast Minnesota Office of Job Training, hereinafter referred to as the "Office of Job Training".

SECTION 4. Debts, Liabilities, and Obligations. The debts, liabilities and obligations of the Office of Job Training shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party prior to this Agreement. Should any debt, liability, or obligation of the Office of Job Training not be waived or allowed payable through assets of the Office of Job Training, the Counties shall each be equally liable.

SECTION 5. Term. This Agreement shall become effective upon execution by all of the parties hereto and shall continue in full force and effect until terminated in the manner hereafter provided.

SECTION 6. Powers. The Office of Job Training, through its Governing Body, shall have the power to develop and implement a comprehensive employment and training program within the Labor Market areas of the Counties of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis (excluding the City of Duluth) under which local employment needs and goals will be determined, and training and employment programs will be planned, conducted and evaluated.

The Office of Job Training, through its Governing Body, is hereby authorized to do all acts necessary for the exercise of said power, including but not limited to, any or all of the

following:

- A. Study and assess the characteristics of the labor market area and determine training and employment needs in the seven county area.
- B. Develop labor market information from the Federal Census, State of Minnesota reports, and from other sources.
- C. Provide leadership for a seven County area-wide training and employment process; design training and employment programs which will respond to local County needs and goals.
- D. Develop annually, in conjunction with the Workforce Investment-Development Board, a "Job Training Plan" which shall include, without limitation: Local training and employment goals, programs and program priorities, and a budget therefore. Such plan and budget shall be implemented only upon approval by the Governing Body of the Office of Job Training and the Workforce Investment Development Board.
- E. Act as Workforce Service-Development Area Grant Recipient and Administrator for all programs and funds accepted by the Office of Job Training under contract or grant by the Department of Labor, State, or any other public or private agency; and perform such functions as are required of Workforce Service-Development Areas by the United States Government and the State of Minnesota.
- F. Negotiate with, apply, and contract for and receive moneys from Federal, State, County, City, and Special District governments, and all other public entities and private persons and agencies to accomplish said program and disburse and account for funds received for such programs.
Account to the MN Department of Economic-SecurityEmployment and Economic Development and all other appropriate Federal, State, and local agencies for granted and contracted funds and for performance of subcontractors.
- G. Cooperate with public and private agencies which provide training and employment services within the Counties of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis.
- H. Administer within the boundaries of the Counties of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis (excluding the City of Duluth), all employment and training programs which the Office of Job Training has accepted from Federal, State, and other local governments, and from private agencies and

persons.

- I. Provide, either directly or through contract subgrants with other organizations, the following:
Labor market research; intake (including outreach and recruitment, orientation, job development, placement and follow-up); supportive services (including transportation, relocation, child care and family counseling); occupational and other classroom training, public and private on-the-job training; job search activities; transitional and work experience subsidized employment; assistance to employers in removing barriers to employment and advancement, and other such programs as the Office of Job Training may adopt.
- J. Allocate funds to, and expend funds for, various local employment and training programs and subcontractors based on the needs of the local communities and the capability of the subcontractors, and enter into contracts with the subcontractors therefore. Funds are to be allocated to the residents of each County in the same proportion as determined by the Workforce ~~Investment-Innovation and Opportunity~~ Act's funding allocations. The Office of Job Training is to maintain Accounting and Management Information Systems to verify the ongoing thereof. Any over and under allocations by County can be reallocated only with full concurrence of the Governing Board and the Workforce ~~Investment-Development~~ Board.
- K. Monitor, evaluate, and take corrective action concerning performance specified in any grant agreement, and contracts or agreements pursuant thereto.
- L. Establish performance objectives for subcontractors; and evaluate the effectiveness of individual programs and the entire area-wide employment and training effort.
- M. Maintain financial and statistical records to satisfy Federal, State, and other laws and regulations, and provide necessary information for effective program management.
- N. Provide staff development and technical assistance to subcontractor staff.
- O. Adopt, promulgate and enforce such policy rules and regulations as deemed necessary for administration, operation and implementation of the program.
- P. Make and enter contracts, employ agents and employees; acquire, lease, rent,

construct, manage, maintain, hold or dispose of property, real or personal, including buildings, works, improvements, equipment, material and supplies.

- Q. Establish an annual budget.
- R. Incur debts, liabilities or obligations.
- S. Sue, or be sued in its own name.

SECTION 7. Governing Body.

- A. Membership. The Governing Body of the Office of Job Training shall consist of seven members, as follows:

1. One member of the Board of Commissioners of the County of Aitkin;
2. One member of the Board of Commissioners of the County of Carlton;
3. One member of the Board of Commissioners of the County of Cook;
4. One member of the Board of Commissioners of the County of Itasca;
5. One member of the Board of Commissioners of the County of

Koochiching;

6. One member of the Board of Commissioners of the County of Lake;
7. One member of the Board of Commissioners of the County of St. Louis.

Each of the seven County Boards of Commissioners shall respectively appoint such Governing Body members from their respective bodies, and not less than one alternate for each respective member. Each of the seven members and any alternate shall serve at the pleasure of and in the same manner determined by the appointing body; the term of office of such Governing Body member may be terminated at any time by the appointing body.

The designated alternate shall have authority to attend, participate, and vote at any meeting of the Governing Body whenever the regular member, to whom they are designated to act as an alternate, is absent from the meeting.

- B. Quorum. A majority of the members of the Governing Body shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. No action may be taken by the Governing Body except upon the affirmative vote of not less than four (4) members of the Governing Body. Votes shall be cast only in person, and not by proxy.
- C. Officers. The Chairperson, Vice-Chairperson, and Secretary of the Governing Body shall be selected annually by the Governing Body from its members. The term of office of the Chairperson, Vice-Chairperson and Secretary shall each be

one calendar year.

- D. Committees. The Executive Board may establish other committees as deemed appropriate and necessary. The Chairperson, with the approval of the Board, shall name the members and chairperson of each committee.
- E. Meetings. All meetings of the Governing Body shall be held subject to the provisions of the Minnesota State Open Meeting Law.
- F. By-Laws. The Governing Body, if deemed necessary, shall adopt By-Laws for the conduct of business which shall not be inconsistent with the provisions of the Agreement.
- G. Goals. The dual goals of the Office of Job Training shall be:
 - 1. To assist the residents of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis Counties (excluding the City of Duluth) to obtain, hold, and advance in jobs which pay salaries commensurate to their abilities and needs; and
 - 2. To assure that a skilled Workforce is available in the seven county area to meet the needs of public and private employers conducting operations in such area.

SECTION 8. Executive Director and Other Administrative Staff.

- A. The Governing Body shall be assisted by an Executive Director who shall be appointed by the Governing Body and shall serve at the pleasure of the Governing Body and at a compensation determined thereby.

SECTION 9. Depository; Controller.

The Governing Body of the Office of Job Training shall be the Controller and Depository of all funds. As Depository, the Governing Body shall have custody of all moneys received by the Office of Job Training, and the Governing Body shall:

- A. Formulate financial policies, delegate administration of the financial policies to the Office of Job Training Administrative Staff, and review operations and activities.
- B. Receive and receipt for all said money of the Office of Job Training.
- C. Be responsible for safekeeping of funds and program assets.
- D. Be responsible for the disbursements of all money of the Office of Job Training.

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- E. Receive and approve all financial budgets prepared by the Office of Job Training.
- F. Receive and approve reports of all moneys held, the amount of cumulative receipts, and the amount of accrued expenditures.

SECTION 10. Records and Reports. The Office of Job Training shall establish and maintain such funds and accounts as may be required by good accounting practice, or by law. The books and records of the Office of Job Training shall be open to inspection at all reasonable times by any party to this Agreement or its representatives. Audits of the Office of Job Training accounts and records shall be made in accordance to Workforce Investment Act law and State provisions.

SECTION 11. Workforce Investment-Development Board. The Governing Body of the Office of Job Training shall establish a Workforce Investment-Development Board which shall have a business identity and is representative of local business leaders. The Council shall have a membership of no less than seventeen (17). The Governing Body shall appoint the majority of such Council members from private business and industry. The Governing Body must also appoint to the Workforce Investment-Development Board representatives of educational agencies, organized labor, rehabilitation agencies, community-based organizations, economic development agencies, and public employment. Other representatives may be appointed as the Governing Body desires. The Workforce Investment-Development Board will be vested with such powers granted to them by the Workforce Investment Act and subsequent regulations.

SECTION 12. Termination of Agreement. This Agreement may be terminated:

- A. Upon the joint actions of all the County Boards, the parties hereto may mutually terminate this Agreement.
- B. Termination of this Agreement is contingent upon the establishment of another job training delivery system which has the full concurrence of the seven units of County Government and the Workforce Investment-Development Board.

SECTION 13. Right of Withdrawal. Any party to this Agreement may withdraw therefrom upon the following conditions:

- A. Written notice of such withdrawal shall be given to all parties not less than 180 days prior to the effective withdrawal date herein specified.
- B. Such withdrawal shall not release the withdrawing party from any obligation extending beyond the effective date of withdrawal, nor from liability for any act or omission of the Office of Job Training which occurred during the period when

such withdrawing party was a member.

- C. Withdrawal is contingent upon the establishment of an alternative system which has the full concurrence of the seven units of County government and the Workforce ~~Investment-Development~~ Board.

SECTION 14. Termination of Powers. The Office of Job Training shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

SECTION 15. Disposition of Assets; Surplus Money. Upon termination of this Agreement, all costs, expenses and charges legally incurred by the Office of Job Training shall be paid and discharged; and the Office of Job Training shall sell such property as may be necessary therefore and shall distribute to the Federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected parties except to the extent otherwise agreed upon by the affected parties.

SECTION 16. Fiscal Year. For the purposes of this Agreement, the Office of Job Training shall have such fiscal year as shall be established by the State; at the date of this Agreement, such period from July 1 to and including the following June 30.

SECTION 17. Limitation of Powers. Nothing contained in this Agreement or any By-Laws promulgated pursuant to it, shall be construed to authorize any action which any party is not authorized by law to undertake.

SECTION 18. Severability. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Minnesota, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

SIGNATURE PAGE

WITNESS THE EXECUTION THEREOF the date set below our respective names:

COUNTY OF AITKIN
STATE OF MINNESOTA

BY: _____
Board Chairperson
DATE: _____

ATTEST: _____

Title: _____

COUNTY OF KOOCHICHING
STATE OF MINNESOTA

BY: _____
Board Chairperson
DATE: _____

ATTEST: _____

Title: _____

COUNTY OF CARLTON
STATE OF MINNESOTA

BY: _____
Board Chairperson
DATE: _____

ATTEST: _____

Title: _____

COUNTY OF LAKE
STATE OF MINNESOTA

BY: _____
Board Chairperson
DATE: _____

ATTEST: _____

Title: _____

COUNTY OF COOK
STATE OF MINNESOTA

BY: _____
Board Chairperson

DATE: _____

ATTEST: _____

Title: _____

COUNTY OF ST. LOUIS
STATE OF MINNESOTA

BY: _____
Board Chairperson

DATE: _____

ATTEST: _____

Title: _____

COUNTY OF ITASCA
STATE OF MINNESOTA

BY: _____
Board Chairperson

DATE: _____

ATTEST: _____

Title: _____

FINAL
VERSION

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FOR THE DELIVERY OF

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WITNESSETH:

RECITALS:

A. The Congress of the United States has set full employment as a national goal and provides funds by grant and contract to States, through the Workforce Innovation and Opportunity Act of 2017. States then establish "Workforce Development Areas" with an appropriate administrative body to provide programs to help achieve this goal.

B. These funds and programs can achieve the most effective results if the seven local government entities involved coordinate their efforts and provide services that are designed to meet the needs of the labor market area.

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D. The Department of Labor encourages contiguous units of local government to form consortia to plan and manage employment and training programs covering whole labor market areas within their jurisdictions.

E. The Boards of Commissioners of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis Counties wish to develop the most effective local government program to deal with the unemployment and underemployment problems of residents of the seven counties, and they have determined that such problems can best be resolved and such funds may be best administered by a public agency of the units of government, the Northeast Minn Statute unemployment and underemployment problems of residents of the seven counties, and they have determined that such problems can best be resolved and such funds may be best administered by a public agency of the units of government, the Northeast Minnesota Office of Job Training, created hereunder.

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training and employment needs in the seven county area.

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Account to the MN Department of Employment and Economic Development and all other appropriate Federal, State, and local agencies for granted and contracted funds and for performance of subcontractors.
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A. Membership. The Governing Body of the Office of Job Training shall consist of seven members, as follows:

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Koochiching;

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- D. Be responsible for the disbursements of all money of the Office of Job Training.
- E. Receive and approve all financial budgets prepared by the Office of Job Training.
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SECTION 11. Workforce Development Board. The Governing Body of the Office of Job Training shall establish a Workforce Development Board which shall have a business identity and is representative of local business leaders. The Council shall have a membership of no less than seventeen (17). The Governing Body shall appoint the majority of such Council members from private business and industry. The Governing Body must also appoint to the Workforce Development Board representatives of educational agencies, organized labor, rehabilitation agencies, community-based organizations, economic development agencies, and public employment. Other representatives may be appointed as the Governing Body desires. The Workforce Development Board will be vested with such powers granted to them by the Workforce Investment Act and subsequent regulations.

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SECTION 13. Right of Withdrawal. Any party to this Agreement may withdraw therefrom upon the following conditions:

- A. Written notice of such withdrawal shall be given to all parties not less than 180 days prior to the effective withdrawal date herein specified.
- B. Such withdrawal shall not release the withdrawing party from any obligation extending beyond the effective date of withdrawal, nor from liability for any act or omission of the Office of Job Training which occurred during the period when such withdrawing party was a member.
- C. Withdrawal is contingent upon the establishment of an alternative system which has the full concurrence of the seven units of County government and the Workforce Development Board.

SECTION 14. Termination of Powers. The Office of Job Training shall continue to

exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

SECTION 15. Disposition of Assets; Surplus Money. Upon termination of this Agreement, all costs, expenses and charges legally incurred by the Office of Job Training shall be paid and discharged; and the Office of Job Training shall sell such property as may be necessary therefore and shall distribute to the Federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected parties except to the extent otherwise agreed upon by the affected parties.

SECTION 16. Fiscal Year. For the purposes of this Agreement, the Office of Job Training shall have such fiscal year as shall be established by the State; at the date of this Agreement, such period from July 1 to and including the following June 30.

SECTION 17. Limitation of Powers. Nothing contained in this Agreement or any By-Laws promulgated pursuant to it, shall be construed to authorize any action which any party is not authorized by law to undertake.

SECTION 18. Severability. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Minnesota, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

SIGNATURE PAGE

WITNESS THE EXECUTION THEREOF the date set below our respective names:

COUNTY OF AITKIN
STATE OF MINNESOTA

BY: _____
Board Chairperson

DATE: _____

ATTEST: _____

TITLE: _____

COUNTY OF CARLTON
STATE OF MINNESOTA

BY: _____
Board Chairperson

DATE: _____

ATTEST: _____

TITLE: _____

COUNTY OF COOK
STATE OF MINNESOTA

BY: _____
Board Chairperson

DATE: _____

ATTEST: _____

TITLE: _____

COUNTY OF ITASCA
STATE OF MINNESOTA

BY: _____
Board Chairperson

DATE: _____

ATTEST: _____

TITLE: _____

COUNTY OF KOOCHICHING
STATE OF MINNESOTA

BY: _____
Board Chairperson

DATE: _____

ATTEST: _____

TITLE: _____

COUNTY OF LAKE
STATE OF MINNESOTA

BY: _____
Board Chairperson

DATE: _____

ATTEST: _____

TITLE: _____

COUNTY OF ST. LOUIS
STATE OF MINNESOTA

BY: _____
Board Chairperson

DATE: _____

ATTEST: _____

TITLE: _____