



Board of County Commissioners Agenda Request

6B
Agenda Item #

Requested Meeting Date: July 11, 2023

Title of Item: Approve Joint Powers Agreement NE MN Office of Job Training

<input checked="" type="checkbox"/> REGULAR AGENDA <input 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) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Jessica Seibert	Department: Administration	
Presenter (Name and Title): Jessica Seibert, County Administrator		Estimated Time Needed: 5 minutes
Summary of Issue: The Northeast Minnesota Office of Job Training is requesting an updated Joint Powers Agreement (attached). The agreement has been reviewed by Commissioner Leiviska who serves on the committee and County Attorney Jim Ratz.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve Joint Powers Agreement NE MN Office of Job Training.		
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.

JOINT POWERS AGREEMENT
NORTHEAST MINNESOTA OFFICE OF JOB TRAINING

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. 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.
- C. The U.S. Department of Labor has designated governmental entities with populations of 200,000 or more as eligible to be Workforce 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 Minnesota Office of Job Training, created hereunder.

SECTION 1. Authority for Agreement. This Joint Powers Agreement is made pursuant to the Joint Powers Act. Minnesota Statute 471.59 and its predecessor statutes. These units of government are authorized pursuant to Minnesota Statute § 375.70 to receive financial assistance, plan for and carry out comprehensive employment/training program to 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 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 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. Effective October 1, 1983, by agreement 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, pursuant to the Workforce 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. Indemnification and Insurance

- A. Separate Entity. The Northeast Minnesota Office of Job Training or "Office of Job Training" shall be considered a separate and distinct public entity to which the Counties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Office of Job Training shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- B. Indemnification. The Office of Job Training shall fully defend, and hold harmless the member Counties, their officers, employees, and agents, against all claims, losses, liability, suits, judgements, costs and expenses by reason of the action or inaction of the Office of Job Training. This Agreement to indemnity does not constitute a waiver by any County of limitations on liability provided under Minnesota Statutes Section 466.04.
- C. To the full extent permitted by law, actions by the member Counties, their officers, employees and agents, pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Counties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, subd. 1a (a), provided further, that for purposes of that statute, each County expressly declines responsibility for the acts or omissions of any other County.
- The Counties are not liable for the acts or omissions of the other Counties except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Counties.
- D. Insurance. Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board, its officer, employees if any, and agents for actions of the Board, its officers, employees if any, and agents arising out of this Agreement.
- E. 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.

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: General Provision: Office of Job Training and its Governing Body shall:

- A. Conduct its meetings in accordance with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D.
- B. Comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
- C. Carry on its business in a manner complying with all laws and regulations regarding non-discrimination; and no person will be discriminated against because of race, color, creed, religion, sex, national origin, marital status, public assistance status, disability, sexual orientation, or age.
- D. Comply with the terms of all applicable state and federal laws and rules applicable to this entity.

SECTION 7. 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 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 Development Board.

- E. Act as Workforce Development Area Grant Recipient and Administrator for all programs and funds accepted by the Office of Job Training under contract to grant by the Department of Labor, State, or any other public or private agency; and perform such functions as are required of Workforce 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 Employment 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. Allocate funds consistent with the requirements of state and federal laws and rules. Maintain Accounting and Management Information Systems.
- 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 consistent with state and federal law for a public entity.
- S. Sue, or be sued in its own name.

SECTION 8. 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 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 by members in attendance in accordance with the Minnesota Open Meeting Law. Proxy votes shall not be permitted. .

- 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. Officers may be selected for additional terms, including consecutive terms.
- D. Committees. The Governing 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 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.

SECTION 9. Executive Director.

- 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 10. 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.
- 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 11. 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. Such records shall be maintained in accordance with the Official Records Act Minn. Stat. § 15.17 and the Data Practices Act, Minn. Chapter 13. The books and records of the Office of Job Training shall be open to inspection at all reasonable times by any individual consistent with the provisions of the Data Practices Act. Audits of the Office of Job Training accounts and records shall be made in accordance to Workforce Innovation and Opportunity Act law and State provisions.

SECTION 11. Workforce Development Board. The Governing Body of the Office of Job Training shall establish a Workforce Development Board (WDB) The WDB shall have a membership of no less than seventeen (17). The Workforce Development Board will be vested with such powers granted to them by the Workforce Innovation and Opportunity Act and subsequent regulations.

- A. The WDB members shall be individuals with optimum policymaking authority within the organization they represent.
- B. The WDB consists of a minimum of 17 members. The WDB shall follow composition requirements enumerated under the WIOA and relevant state law. *See* 29 U.S.C. § 3122(b)(2) and Minn. Stat. § 116L.666, subd. 3. The Governing Body shall appoint the majority of such WDB members from private business and industry. The Governing Body must also appoint to the WDB representatives of educational agencies, organized labor, rehabilitation agencies, community-based organizations, economic development agencies, and public employment within the geographic boundaries of the workforce development area.
- C. Each WDB member's term will run through 31 December for a period of up to 3 years, except that a member appointed to fill a vacancy will serve until the normal expiration of the term for the vacant seat. Members may be reappointed additional terms.
- D. Membership terms shall be fixed and staggered. Members shall be appointed to serve a term of one (1), two (2), or three (3) years. The membership year shall run from 1 January through December 31 or until the Annual Meeting when a new term may begin.
- E. Should a vacancy occur during a member's term, the Governing Board shall be promptly notified and requested to appoint a new member to complete the term, if possible, within sixty (60) days of notification.
- F. WDB member may resign or be removed from membership for cause. Cause is defined as Governing Board's determination that the member is unable to effectively represent the categorical seat to which the member was appointed. Removal is based on a 3/4 vote of the Governing Board. Such instances of cause are noted below:
 - 1. Due to a change in employment or status that substantially alters the member's qualifications considered in making the member's appointment; or
 - 2. If the member is absent from more than three (3) consecutive WDB meetings or is frequently absent from WDB meetings

3. A member, in view of the WDB or Governing Board, has acted in violation of the WIOA or related state or federal law or regulations; or
 4. Incapacity of the member to effectively serve the WDB and the objectives of WIOA as determined by the WDB or Governing Board; or
 5. Other good cause for removal as determined by the Governing Board.
- G. No member of the WDB may designate any person to act as an alternate. No proxies will be permitted.
- H. All WDB members must reside or be employed by or be an owner of a business entity located in the Local Workforce Area. Non-resident membership will be subject to Governing Board approval. The WDB shall be comprised of a majority of resident members.
- I. There will be an effort made to offer all WDB member constituencies representation on planning groups. There will be labor representation on the WDB and on planning groups.

The Administrative Agency will maintain an official membership list, attendance materials, record of actions taken by the WDB, and a detailed statement on the composition, structure.

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

- A. Upon the joint actions of the member County Boards, the parties hereto may mutually terminate this Agreement.
- B. Termination of this Agreement shall be consistent with the designation and redesignation of workforce development areas by the Commissioner of Employment and Economic Development (“Commissioner”).

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 and the Commissioner not less than 180 days prior to the beginning of the next program year. In the event that there has been a redesignation of the workforce development area within the past year, the party seeking to withdraw may not withdraw until at least two years have passed since the last designation or redesignation.
- B. Withdrawal is contingent upon approval of the Commissioner and redesignation of the workforce development area.

- C. 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.

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. 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. Any party that has previously withdrawn shall not be entitled to any share of funds upon termination of this Agreement.

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

COUNTY OF KOOCHICHING
STATE OF MINNESOTA

By: _____

By: _____

DATE: _____

DATE: _____

ATTEST: _____

Attest: _____

Title: _____

Title: _____

COUNTY OF CARLTON
STATE OF MINNESOTA

COUNTY OF LAKE
STATE OF MINNESOTA

By: _____

By: _____

DATE: _____

DATE: _____

ATTEST: _____

Attest: _____

Title: _____

Title: _____

COUNTY OF COOK
STATE OF MINNESOTA

COUNTY OF ST. LOUIS
STATE OF MINNESOTA

By: _____

By: _____

DATE: _____

DATE: _____

ATTEST: _____

Attest: _____

Title: _____

Title: _____

COUNTY OF ITASCA
STATE OF MINNESOTA

By: _____

DATE: _____

ATTEST: _____

Title: _____

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