

AMENDED JOINT POWERS AGREEMENT

STEARNS-BENTON EMPLOYMENT & TRAINING COUNCIL (DBA CAREER SOLUTIONS)

THIS AGREEMENT is entered into effective 06/20/2023 by and between THE COUNTY OF STEARNS, a public body corporate and politic located at Stearns County Administration Center, 705 Courthouse Square, St. Cloud, Minnesota, 56303, and THE COUNTY OF BENTON, a public body corporate and politic located at Benton County Courthouse, 531 Dewey Street, Foley, Minnesota, 56329 (hereinafter jointly referred to as the "Counties" or the "Parties").

RECITALS:

WHEREAS, the County of Benton and the County of Stearns have each been designated by the Governor of the State of Minnesota to participate as a Workforce Service Areas (WSA) and a designated local one-stop service delivery operator pursuant to the Workforce Innovation and Opportunity Act (Public Law 113-128), *et seq.* (hereinafter referred to as WIOA); and

WHEREAS, the Counties executed a joint powers agreement pursuant to Minn. Stat. Ch. 116L to form the Stearns-Benton Jobs Training Board on April 5, 1988, as subsequently amended May 16, 2000, October 28, 2008, August, 2009, and May 31, 2015 and now wish to continue as a designated local workforce development area under WIOA, section 106(b)(3); and

WHEREAS, the United States Department of Labor 1999 Solicitation for Grant Application (hereinafter referred to as "SGA") authorizes the appointment of a Workforce Development Board to serve as the local Workforce Development Board as part of the Minnesota One-Stop Career Center System (hereinafter referred to as the "WDB"); and

WHEREAS, Minnesota Statutes, section 471.59 authorizes the County Board of the County of Stearns and the County Board of the County of Benton to exercise jointly the power common to each or any similar powers; and the Governor of the State of Minnesota, through the Minnesota Department of Employment and Economic Development, has funds available to support allowable activities under the WIOA which may be conducted by the participating Counties operating under a joint powers agreement pursuant to said statute; and

WHEREAS, the United States Department of Labor, through the SGA, has funds available to support the list of programs, policies, and offerings conducted by the Counties; and

WHEREAS, the Counties desire to create a consortium in which the major focus is to administer and deliver employment and training programs in response to community economic development and growth at the county level and minimize central administrative cost; and

WHEREAS, the Counties desire to enter into an agreement through which they can jointly and cooperatively exercise their common powers authorized under the SGA and set forth the additional responsibilities of the Workforce Development Board; and

WHEREAS, it is further intended to coordinate the service delivery system for employment and training programs of state and/or federal nature that are the Counties' responsibility;

NOW, THEREFORE, BE IT JOINTLY RESOLVED by the County Board of the County of Stearns and the County Board of the County of Benton, as follows:

ARTICLE I

Purpose

This Agreement is adopted and executed by the parties hereto for the purpose of undertaking, implementing, and maintaining the programs established under the WIOA, the SGA, and other federal and state laws and regulations governing the establishment and implementation of programs within the areas governed by the parties to this Agreement. And, to create a consortium to administer and deliver employment and training programs in response to community economic development and growth at the county level and minimize central administrative cost.-Each party shall cooperate in fulfilling this purpose, the terms of this Agreement, and the requirements of the WIOA, SGA, and applicable federal and state regulations. For purposes of this Agreement, the terms herein shall have the definitions given them by the WIOA, SGA, and such state and federal regulations.

ARTICLE II

Stearns-Benton Employment and Training Council Board

- A. Establishment, Composition, and Qualifications. The parties to this Agreement hereby create and establish the Stearns-Benton Employment & Training Council (DBA Career Solutions) and its Board of Directors (hereinafter referred to as the "Joint Powers Board" (JPB)). The Joint Powers Board shall be composed of four (4) members; two (2) shall be County Commissioners of Stearns County, two (2) shall be County Commissioners of Benton County, The County Board members shall be appointed by the County Board of Commissioners of the County which is being represented by such member.
- B. Terms. The term of office of each Joint Powers Board member shall be for three (3) years; provided, however, that there shall be no limit to the number of years that a Board member may serve, so long as he or she remains a member of the respective County Board of Commissioners and reappointed by the County Board of the County they serve.
- C. Vacancies. If the position of any Joint Powers Board member is vacated before the end of the Board member's term, the vacancy shall be filled by the County Board of the county of the vacancy. Vacancies shall be filled, if at all possible, within thirty (30) days of their

occurrence. A vacancy of a Joint Powers Board member shall be deemed to have occurred when any conditions specified in Minnesota Statutes, section 351.02 exists concerning their membership within the County Board of Commissioners.

- D. Chair. Annually a successor Chair and Vice Chair shall be elected by the Joint Powers Board from its County Commissioner membership, for a one (1) year term. The Joint Powers Board may continue to elect the Chair and Vice Chair for subsequent one (1) year terms. The Chair, if present, shall preside at all meetings of the Board and shall perform all other duties and functions assigned by the Board. For the Purpose of entering into Agreements, the Chair, upon approval of the Joint Powers Board, is authorized to sign such agreements on behalf of the parties. The Vice Chair shall act in the absence or incapacity of the Chair. If possible, the Chair and Vice Chair will have been members of the Joint Powers Board the previous year. The Joint Powers Board shall have the Chair and Vice Chair be from different counties.
- E. Regular and Special Meetings. The Joint Powers Board may meet regularly at such times and such places as the Board shall by resolution designate, but at the minimum shall meet at least six (6) times per year. Special meetings may be held at any time upon the call of the Chair or any two (2) other Board members upon such notice or terms as the Board may by resolution provide. Unless otherwise provided, any action within the authority of the Board may be taken by the affirmative vote of the majority of the Board members present at a regular meeting or a duly held special meeting, if a quorum is present. Three (3) voting Board members shall constitute a quorum for the conduct of business. All meetings of the Joint Powers Board shall be conducted in a manner consistent with the Minnesota Open Meetings Law, Minnesota Statutes Chapter 13D.
- F. Membership on WDB. Ex-officio membership is provided to the Joint Powers Board on the WDB. One commissioner from Stearns County and one commissioner from Benton County are allowed to represent the Joint Powers Board at WDB meetings.

ARTICLE III

Joint Powers Board Powers

- A. Joint Powers of the Joint Powers Board. The Joint Powers Board shall have all lawful powers that may be necessary or proper to discharge the duties required to fulfill the purpose for which the Board is created; provided, however, that the Joint Powers Board shall be subject to the limitations contained in Minnesota Statutes Section 471.59. Such powers shall include but not limited to, the following:
 - 1. The Joint Powers Board may sue or be sued.
 - 2. The Joint Powers Board may enter into any contract or lease necessary or proper for the exercise of its power for the accomplishment of its purposes.

3. The Joint Powers Board may adopt bylaws and rules and regulations relating to the exercise of its powers or for the accomplishment of its purposes.
 4. The Joint Powers Board shall employ, discipline, or discharge all personnel necessary or proper for the exercise of its powers or for the accomplishment of its purposes. Personnel shall not be considered employees of the County of Benton or the County of Stearns.
 5. The Joint Powers Board may apply for and accept gifts, grants, or loans of money or other property from the United States, the State of Minnesota, or any other entity or person for any of its purposes, including any grant available under the WIOA. The Board may enter into any agreement required in connection therewith, and may hold, use, or dispose of such money or property in accordance with the terms of the gift, grant, loan, or agreement relating thereto.
 6. The Joint Powers Board may engage in any plan, administration, or operation that is necessary or proper for the exercise of its powers or for the accomplishment of its purposes.
 7. The Joint Powers Board shall appoint the members of the WDB pursuant to WIOA Section 107(b)(2), Minnesota Statutes, § 116L.666, subd. 3, and Article IV of this agreement.
 8. The Joint Powers Board shall provide job training and job placement services under the SGA to eligible residents of the WSA. Nothing in this Agreement shall serve to limit or supersede the functions of the WDB pursuant to the WIOA or any other applicable state or federal laws and regulations.
 9. The Joint Powers Board shall approve the employment and training plan, including the agency budget and submit the plan jointly with the WDB to the Governor of the State of Minnesota (hereinafter referred to as "Local Plan").
 10. The Joint Powers Board will have the fiduciary and the operational oversight responsibility for the SBETC, doing business as Career Solutions, and the WDB.
 11. In addition to the powers outlined in the existing Joint Powers Agreement, the Joint Powers Board may apply for and accept any grant available under the SGA. The Joint Powers Board may enter into any agreement required in connection therewith, and may hold, use, or dispose of such money or property in accordance with the terms of grant or agreement relating thereto.
- B. Exercise of Powers. All powers granted herein shall be exercised by the Joint Powers Board in accordance with the WIOA and in accordance with the legal requirements applicable to the Counties, individually and jointly.

ARTICLE IV

Stearns-Benton Employment & Training Council **Workforce Development Board**

1. **WDB.** The Workforce Development Board (WDB) shall be formed pursuant to the requirements of the WIOA, the SGA, and other applicable state and federal laws and regulations. That WDB is a statutorily created advisory board with functions outlined in 29 USC 3122(d). It shall conduct its business pursuant to the laws and regulations, as well as a Workforce Development Board agreement and bylaws promulgated and adopted by the Joint Powers Board. The WDB shall consult the guidelines in the SGA concerning representation on the WDB to ensure that its representatives meet the requirements outlined in the SGA.
2. **WDB Membership.** The Workforce Development Board (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, subdivision 3. The WDB shall consist of at least twenty-four (24) voting members. A majority of the members shall be from the private sector.
3. **Terms.** Members shall serve on the WDB for three (3) years terms, such terms to be staggered as one (1), two (2), or three (3) year terms (terms upon initial appointment as defined by the WDB Bylaws). Thereafter, terms on the WDB shall be for three (3) years. Members initially appointed to the WDB are eligible for reappointment, if they are still a member of an eligible interest or private sector group. Service in an initial one (1) or two (2) year term, or service as a replacement-appointment to complete a term that has been vacated, shall not be counted as a full term served.
4. **Vacancy.** If a member leaves the WDB through such causes as resignation, death, incapacity, or other good cause, another person from an eligible interest or private sector group may be appointed by the Joint Powers Board to serve the remainder of the term. The Joint Powers Board, upon prompt notification of the WDB vacancy, shall appoint a new member to complete the term. if possible, within sixty (60) days of notification.

ARTICLE V

Functions of Stearns Benton Employment Training Council Workforce Development Board

1. **Responsibility.** The WDB shall serve as a strategic leader and convenor of local workforce development system stakeholders. . It shall be the responsibility of the WDB to provide policy guidance for, and exercise oversight with respect to, activities under the Workforce Innovation and Opportunity Act for the WSA in partnership with the Joint Powers Board. It shall also be the responsibility of the WDB to provide policy guidance for Title I, and to exercise oversight with respect to monitoring Title I, 29 USC 720 et. seq. activities in partnership with the Joint Powers Board.

2. Coordination. The WDB shall collaborate with the Joint Powers Board to establish procedures for the development of the Local Plan. The WDB is authorized to assist the Board to provide oversight of the programs conducted under the Local Plan in accordance with procedures established by the WDB. In order to carry out this function, the WDB shall have access to summary information concerning the operations of such programs as is necessary, subject to and consistent with the Government Data Practices Act, Minnesota Statutes Chapter 13. If any other data is required the WDB will obtain the proper consents as required by Government Data Practices Act.

As necessary, the WDB may be involved in such boards as is necessary to carry out the purposes of this agreement and in accordance with the provisions of the SGA.

The WDB shall coordinate with mandatory WIOA partners on all workforce development issues including providing activities to increase employment, retention, earnings, and skill gain. Roles and responsibilities of each partner are to be spelled out in Memorandums of Understandings. These mandatory WDB partners shall have access to the Joint Powers Board and shall have authority to bring agenda items to the Joint Powers Board for its consideration.

Among other things, the WDB shall:

- A. Participate in regional planning and ~~develop~~ assist the Joint Powers Board in developing the Local Plan as a part of the regional plan and provide oversight of the One-Stop system in partnership with the Joint Powers Board. As used herein, the term “oversight” means reviewing, monitoring, and evaluating.
 - B. Select the One-Stop Operators with the agreement of the Joint Powers Board.
 - C. If necessary, select eligible youth service providers based on the recommendations of the youth council and identify eligible providers of adult and dislocated worker intensive services and training services.
 - D. Assist the Governor in developing the Statewide employment statistics system under the Wagner-Peyser Act.
 - E. Coordinate workforce investment activities with economic development strategies and develop employer linkages.
 - F. Promote private sector involvement in the Statewide workforce investment system to assist employers in meeting hiring needs.
3. The WDB shall make recommendations to the Joint Powers Board upon the most effective designation of administrative entities, grant recipients, and program operators for the One-Stop Career Center as outlined in the Memorandum of Understanding Agreement.

4. The WDB shall ensure non-duplication of services and a unified delivery within the WSA.
5. In order to carry out its functions under WIOA, the WDB, in coordination with the Joint Powers Board, and accordance with the WIOA, shall prepare and approve a budget for itself and may solicit and accept contributions and grant funds in the name of the SBETC from other public and private sources, as allowed by law. All funds will be received by the Joint Powers Board and distributed by the Joint Powers Board.
6. The WDB shall negotiate and facilitate agreement on regional and local performance measures with the Joint Powers Board and the Governor. In determining the appropriate local levels of performance, the Governor, WDB and Joint Powers Board will take into account specific economic, demographic, and other characteristics of the populations to be served in the local area as outlined in the WIOA.
7. The WDB shall determine local priorities for service and target populations for supplemental programming within the WSA, with WIOA, state, and federal guidance parameters.
8. The WDB shall coordinate workforce investment activities with economic development strategies and develop employer linkages.

ARTICLE VI

Administration

1. The Joint Powers Board shall be the administrative entity and grant recipient for WIOA purposes, as well as the trustee for all nonfederal property utilized by the Board or its agents and employees in carrying out responsibilities under the WIOA. The Joint Powers Board shall also act as the administrative entity for all contracts entered into and purchases made by the Boards or its agents or employees.
2. The Joint Powers Board may contract for fiscal or other administrative support services from either Stearns or Benton Counties. The Board may contract for payroll and other services on an as needed basis from Stearns County, with nominal reimbursement of services from Benton County. The costs of these services shall be borne by the Joint Powers Board. The terms and conditions of such contracts and the service level specifications shall as be contained in such contract. Any contract between the Joint Powers Board and one of said counties shall be subject to approval of a majority of the Joint Powers Board member-designees of the other county party to this agreement. Funds for such contract(s) shall be disbursed only upon the prior approval of the Joint Powers Board.
3. Each member of the Joint Powers Board and WDB shall be entitled to receive such per diem, mileage and other appropriate reimbursable expenses as permitted by law for

official business conducted. Such payments will be made by the County the member represents at the rates set by that County, or by the Joint Powers Board as the Counties budget for, agree upon, and direct.

4. To the extent required by Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the Parties agree that any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such material shall be maintained and such access and right shall be in force and effect during the period of the Agreement and for six (6) years after its terminations or withdrawal.

ARTICLE VII

Funding Allocation

Each party to this Agreement shall, during its membership in the WSA, receive its allocation according to the same formula used by the State of Minnesota to allocate funds to the WSA pursuant to the WIOA.

ARTICLE VIII

Liability

A. Liability of the Joint Powers Board

The Joint Powers Board shall fully defend, indemnify and hold harmless the parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the governing Board and/or its agents. This Agreement to indemnify and hold harmless does not constitute a waiver by any Party of limitations of liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative” activity and it is the intent of the Parties 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 for the purposes of that statute, each Party to this agreement expressly declines responsibility for the acts or omissions of any other Party.

The Parties to this Agreement are not liable for the acts or omissions of any other Party to this Agreement except to the extent to which they have agreed in writing to be responsible for the acts or omissions of the other Parties.

The terms of this section shall survive the cancellation or termination of this Joint Powers Agreement and the agreement with any Contractor.

ARTICLE IX

GENERAL TERMS

- A. Data Practices. The Parties, and any Contractor under contract with the Governing Board, including their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. If the Contractor creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions pursuant to this Agreement, then any agreement with the Contractor must include compliance with the requirements of the MGDPA as if the Contractor were a government entity, and must include that the Contractor may be held liable under the MGDPA for noncompliance. The agreement must also include that the Contractor agree to defend, indemnify and hold harmless the Parties, their officials, officers, agents, employees, and volunteers from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. The agreement shall also include that the Contractor agrees to promptly notify the Executive Director if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Joint Powers Agreement and such terms will be a part of the agreement with any Contractor.
- B. Records – Availability/Access. Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), each party, and any contractor providing services herein agrees that the other parties, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.
- C. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of its named parties, and their respective successors and assigns, and no other person or entity shall have any rights, interest, or claim under it or be entitled to any benefits pursuant to or on account of this Agreement, whether as a third party beneficiary or otherwise.

ARTICLE X

Withdrawal

- A. Unilateral Withdrawal. A County party may withdraw effective the first day of each program year by sending a certified copy of its County Board of Commissioners' Resolution authorizing said withdrawal to the Chair or the Joint Powers Board. In order for the withdrawal to be effective, the certified copy of the County Resolution must be received by the Joint Powers Board Chair at least ninety (90) days before the first day of the program year. Receipt is effective upon personal service upon the Joint Powers Board Chair or three (3) days after mailing through regular United States mail to the Joint Powers Board Chair. The program year shall commence as defined in the WIOA, which as the date of the Agreement is July 1. Upon receipt of said Resolution, the Stearns Benton Employment and Training Council shall promptly send a copy of said Resolution to the chair of the other County Board c/o the County Auditor of the County, and to the Governor of the State of Minnesota.
- B. Effect of Withdrawal. Withdrawal by one (1) WSA member shall terminate as to the member only. The withdrawing party shall discharge all of its responsibilities, including accounting for funds allocated and expended upon to the effective date of withdrawal, during the current term or any term of this Agreement. Such liability shall survive the withdrawal of the participating county until it is satisfied. The withdrawing party shall preserve all if its record which have been maintained from the inception of the initial term of this Agreement to the effective date of its withdrawal. Such record shall be retained no less than six (6) years from the effective date of withdrawal. The withdrawing party shall not be entitled to a refund of operating funds paid or forgiveness of operating funds owed to the Joint Powers Board before the effective date of withdrawal.

Termination

- A. Termination. This Agreement shall terminate at such time as the authority granted under the WIOA expires or is eliminated, or the Governor re-designates workforce service areas in such a way that parties to this Agreement are no longer members of a common WSA.
- B. Effect of Termination. Termination shall not discharge any liability incurred by the Joint Powers Board during the term of this Agreement prior to the effective date of termination. The Joint Powers Board shall continue to operate after the date of termination only for the purposes of completing its business and for aiding in the prosecution and defense of claims. Property or any surplus funds acquired by the Joint Powers Board shall be distributed to the member Counties in proportion to each member County's WIOA allocation subject to and in accordance with any existing state or federal regulations, except that property acquired prior to this Agreement shall be excluded from this distribution. The Joint Powers Board shall approve any final reports required at the close of the program.
- C. Disposition of Property and Funds. In the event this Joint Powers Agreement is terminated for any reason, any unallocated funds or surplus property that may have been

acquired must be disposed of in accordance with the terms and conditions of the law and any grant agreements signed by the Administrative Agent on behalf of the Governing Board. Any unallocated funds or surplus property that may have been acquired for the Program shall be first used to satisfy any outstanding debt and then may be disposed of equally among the remaining parties at the time of termination. If subsequent to the distribution of the monies a debt arises, the Parties shall be equally responsible for the payment of the debt.

ARTICLE XI

Effective Date, Modifications

- A. Effective Date. This Agreement shall become effective thirty (30) days from its passage and approval by both member County Boards.
- B. Agreement. Modification. This Agreement may be amended only by approval of the county boards of each member County. Said action shall be by resolution of the County Board of Commissioners of each party. Notice of any proposed amendment must be provided to both participating County Boards at least thirty (30) days prior to the effective date of the proposed amendment.

All Agreements heretofore in effect are hereby repealed and superseded by this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

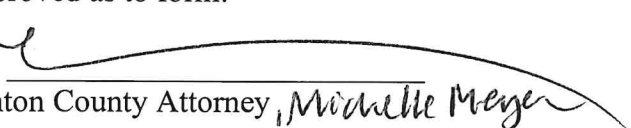
COUNTY OF BENTON

By: 
Chair, Board of Commissioners

Date of Board Approval: 06/20/2023

By: 
Benton County Coordinator
Clerk of County Board

Approved as to form:

By: 
Benton County Attorney, *Michelle Meyer*

COUNTY OF STEARNS

By: _____
Chair, Board of Commissioners

Date of Board Approval: _____

By: _____
Stearns County Auditor-
Treasurer Clerk of County Board

Approved as to form:

By: _____
Stearns County Attorney

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Date of Board Approval: _____

By: _____
Benton County Coordinator
Clerk of County Board

Approved as to form:

By: _____
Benton County Attorney

COUNTY OF STEARNS

By: _____
Chair, Board of Commissioners

Date of Board Approval: 5/23/23

By: _____
Stearns County Auditor-
Treasurer Clerk of County Board

Approved as to form:

By: _____
Stearns County Attorney