State of Minnesota

Joint Powers Agreement

SWIFT Contract Number:_____

This Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Employment and Economic Development ("State") and Dakota County Employment and Economic Assistance Department ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The Governmental Unit is in need of State Dislocated Worker Services to provide individuals with career services and training services that will result in suitable employment at a wage that is comparable to their previous wage.

Agreement

1. **Term of Agreement**
   1.1 Effective Date: July 1, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
   1.2 Expiration Date: June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Agreement between the Parties**
The State will perform the services as outlined in Exhibit A, which is attached and incorporated into this Agreement.

3. **Payment**
The State will be paid for services performed as outlined in Exhibit B, which is attached and incorporated into this Agreement. The total obligation for services performed from DEED to the Governmental Unit will not exceed $424,000.

4. **Authorized Representatives and Program Supervisor**
The State's Authorized Representative is Julie Sachs, Area Supervisor, 350 Burnsville Parkway, Suite 350; Burnsville, MN 55337, 218-396-0523, or his/her successor.

The Governmental Unit's Authorized Representative is Marti Fischbach, Director, 1 Mendota Rd. W, Ste. 500, West St. Paul, MN 55118, 651-554-5742, or his/her successor.

The Governmental Unit's Program Supervisor is Jill Pittelkow, Supervisor- Dakota County; 1 Mendota Rd West; West St. Paul, MN 55118, 651-554-5670 or his/her successor.

5. **Assignment, Amendments, Waiver, and Contract Complete.**

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **Liability.**

Each party will be responsible for its own acts and behaviors and the results thereof.

7. **State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. **Government Data Practices.**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. **Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. **Termination**

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. **E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of $50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

1. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

Approved by Dakota County Board Res. No. 24-375

Approved as to form:

_____

2. State Agency
With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

3. Commissioner of Administration
As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

EXHIBIT A – WORK STATEMENT

State Dislocated Worker Program

July 1, 2026 – June 30, 2027

STATE RESPONSIBILITIES

State shall provide services as described in this work statement. If there are any inconsistencies between this Agreement and the Workforce Development Area ("WDAs") Request for Proposal or the State's Proposal, the priority of documents shall be as follows: 1) This Agreement; 2) the WDA's Request for Proposals; 3) the State's Proposal.

TARGET GROUP:

Individuals who have been laid off through no fault of their own and who are eligible for Unemployment Insurance benefits or who have exhausted their benefits. Priority of service is given to those identified in local Dakota-Scott Counties Dislocated Worker ("DW") policy.

GOAL/PURPOSE:

To provide individuals with career services and training services that will result in suitable employment at a wage that is comparable to their previous wage.

PROGRAM SERVICES:

State agrees to comply with all stated policies of the Dislocated Worker Program in accordance with all written documents, memoranda and policies as published on the web site https://apps.deed.state.mn.us/ddp/PolicyList.aspx. State agrees to comply with all Dakota-Scott policies that pertain to Workforce Innovation and Opportunities Act ("WIOA") Dislocated Worker and Universal Customers within the One Stop system.

State also agrees to provide services in conformance with WIOA Law (Pub.L.113-128) and to supply all program components as follows:

CAREER FORCE CENTER PRESENCE AND PARTNERSHIP:

DEED Job Service will maintain a presence in the Burnsville CareerForce Center.

State will participate as a partner in the CareerForce One Stop system by attending the CareerForce Committee meetings, CareerForce Center Building meetings, Monthly DW Lead meetings, and other committees, meetings, and trainings, as appropriate and agreed to in writing by both parties.

PARTNERING:

Both DEED Job Service and Hired will have a presence in the Burnsville CareerForce Center and will work together to provide seamless service to WIOA Dislocated Worker customers. Training and services offered to participants will be indistinguishable.

REPORTS:

State will provide written monthly reports to the Dakota County Program Supervisor that indicate the following:

- Referral information – including list of names, dates received, counselor assigned, status.
- Enrollment information (both new enrollments and number served).
- Placement information.

RECRUITMENT

Recruitment into the State Dislocated Worker program is the responsibility of the State.

ORIENTATION:

State will provide DW orientations to individuals or groups. These orientations will offer general program information to prospective participants and provide an opportunity to determine the program's suitability for the individual. State will refer individuals found not to be eligible for the DW program to other programs as appropriate, including but not limited to the WIOA Adult program.

REFERRALS:

Applications will be distributed to State from Dakota County Program Supervisor. Any additional documentation or follow-up will be the responsibility of the State. For referrals received outside of this process, State will be responsible for notifying the Dakota County Program Supervisor and noting referral on monthly report.

DISALLOWED COSTS:

Any disallowed costs identified in State or Federal monitoring are the responsibility of the State.

BILLING:

All bills must be submitted timely. Any bills for training or other services that are submitted 35 days after issuance or more will be charged 1.5% interest for each month ("Late Fee"). These interest costs are the responsibility of the State. The State agrees to discuss in good faith the State's payment of Governmental Unit's Late Fee, within thirty (30) days after receipt of notification from the Governmental Unit of such Late Fee. The parties shall promptly execute an amendment to this Agreement to incorporate any agreed-upon Late Fee prior to payment of any Late Fee.

REPORTING:

The State agrees to supply Dakota County Workforce Services staff with a monthly report of obligated funds for both training and supportive services and a copy of the Annual Comprehensive Financial Report (ACFR) prepared in accordance with generally accepted accounting principles no later than six (6) months from the end of the State's fiscal year(s) which covers all or a portion of the Contract term.

The State is required to submit to Workforce Services staff at least one Success Story about a current or past client, along with an appropriate release of information form, each month.

SUPPORT SERVICE AND TRAINING PAYMENTS:

The State shall authorize support service and training payments for participants. Requests must follow limits outlined in local policy. The State shall refer to the monthly balance in these funding streams as reported by the County and shall be responsible for limiting authorizations to this reported balance. Requests in excess of the balance may not be paid by the County and may become the responsibility of the State. The State shall submit funding authorization requests to the County.

PERFORMANCE STANDARDS:

The State agrees to achieve the negotiated performance standards for all participants exiting.

PERFORMANCE MEASURES:

The State agrees to the following performance measures:

1. Case files maintained according to WDA policy for each participant indicating a monthly contact attempt.
2. Evidence of customer service priority in service delivery, if in place.
3. An Individual Service Strategy (which is employment and training plan that the participant and counselor agree to) including an objective assessment and training plan included in every participant file.
4. Evidence that the Priority of Service for Veterans under WIOA law has been applied where appropriate.
5. Evidence of culturally appropriate services.
6. Supportive service funding authorizations completed accurately, within local policy guidelines, and submitted timely to Dakota County Workforce Services staff.
7. Statement of obligated funds for training and support services submitted monthly to Dakota County Workforce Services staff.
8. Case noted evidence of 90-day post-employment follow-up.
9. Evidence of timely entry of customer data into Workforce One.
10. Availability of internal and WDA policies and procedures to State staff.
11. Cooperation with WDA monitoring of program practices, review of files and survey of program participants.
12. Cooperation with WDA data validation.
13. Evidence of sharing best practices with Governmental Unit contractor(s) to provide best services to participants.
14. State will respond to issues identified in Dakota County Customer Satisfaction Surveys.
15. No more than 5% of enrolled participants may have not received a staff contact attempt in the last thirty days as determined by case notes entered into Workforce One.

If the State fails to achieve the required performance measure during any given month, the State may be required to submit a corrective action plan indicating what steps will be taken to improve the outcomes. The average will be based on the data supplied by DEED.

INFRASTRUCTURE FUNDING AGREEMENTS:

The State agrees to participate in infrastructure funding agreements in Dakota County CareerForce locations.

FAILURE TO PERFORM:

If, at any point in the term of this Agreement, the State fails to meet any of the standards or other deliverables specified in this Agreement, the State may be required to develop a Corrective Action Plan with a timeline and benchmarks for improvement. This plan will be subject to approval by the County. Continued failure to meet deliverables can result in termination of the Agreement upon 30 days' written notice to the State's authorized representative of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the County may terminate the Agreement.

CHANGES IN STAFFING LEVELS:

The State agrees to notify the Governmental Unit if there is a shift or change in the current number of Full Time Equivalent (FTE) staff providing DW services. Should the amount of FTE be reduced, the State agrees to provide a plan in writing indicating how the expected level of services will be maintained. The plan is subject to approval by County staff.

Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Agreement, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the State shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the State to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with State. The State must inform the County of steps

taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.

EXHIBIT B - CONSIDERATION

PAYMENT:
The State is one of two identified contractors for the Governmental Unit at the Burnsville CareerForce Center for the State DW program. In performance year 2026, total contracted case management from both contractors will not exceed: up to $800,000 to serve up to 400 new participants.

The Governmental Unit will remit to DEED payment no later than 30 days from date of invoice.

COST PER PARTICIPANT/INVOICING:

Participant Payment Limitations:

Monthly Enrollment: The State shall be paid for case management at a rate not to exceed $2,120 per enrolled client per year, up to 200 enrollments, for a total cumulative amount not to exceed $424,000. The invoice should specify "Monthly Enrollment" for this amount.

The total obligation of the Governmental Unit to the State shall not exceed $424,000.00.

The County reserves the right to redistribute the amount of clients served by each contractor should one or both contractors not meet enrollment goals. The State shall within ten (10) working days following the last day of the month in which services were provided, submit an invoice and request for payment. The invoice shall certify 1) the new number of applicants enrolled in the program that have not been enrolled previously in the same fiscal year, 2) the total amount owed.