

**PARTNERSHIP AGREEMENT
BETWEEN
RAMSEY COUNTY
AND
RAMSEY COUNTY WORKFORCE INVESTMENT BOARD**

This Partnership Agreement is entered into between Ramsey County (the “County”), through the Board of County Commissioners (the “County Board”), and the Ramsey County Workforce Investment Board (the “WIB”).

WHEREAS, under the terms of the Joint Powers Agreement executed on or about March 16, 2000, between Ramsey County and the City of Saint Paul (the “JPA”), Ramsey County is operating workforce development programs for all of Ramsey County, including the City of Saint Paul, within a Ramsey County department, Workforce Solutions, including programs under the Workforce Investment Act of 1998, Public Law 105-220 (“WIA”); and

WHEREAS, pursuant to Section 116 of WIA, Ramsey County, including the City of Saint Paul, has been designated by the Governor of the State of Minnesota as Workforce Service Area (“WSA”) #15; and

WHEREAS, the Ramsey County Board is the Chief Elected Official of WSA #15 for purposes of WIA; and

WHEREAS, the WIB is the Local Board of WSA #15 for purposes of WIA and has the additional powers described in the JPA; and

WHEREAS, on February 20, 2001, the parties entered into an initial Partnership Agreement for the period from July 1, 2000, through June 30, 2002; on October 15, 2002, executed a Partnership Agreement for the period from July 1, 2002, through June 30, 2004; and on September 28, 2004, executed a Partnership Agreement for the period from July 1, 2004, through December 31, 2005; and

WHEREAS, on October 25, 2005, the parties entered into a Partnership Agreement for the period from January 1, 2006, through December 31, 2007; and

WHEREAS, the WIB and the County wish to enter into this Partnership Agreement for the period from January 1, 2008, through December 31, 2009; and

NOW, THEREFORE, the County and the WIB agree on the following terms and conditions:

**Article I.
Definitions**

As used herein, the following words have the indicated meanings:

- A. “**Administration**” means functions and activities as identified in 20 CFR § 667.220 as allowable costs of administration.

- B. “**JPA**” or “**Joint Powers Agreement**” means the agreement executed by Ramsey County and the City of St. Paul on March 24, 2000, which created a consolidated workforce program from the City and County programs within a new County department, provided for appointment of WIB members by the City and the County, and granted the WIB authorities and responsibilities in addition to those granted under WIA.
- C. “**Program**” means the workforce development programs for which Ramsey County receives public or private funding, including, but not limited to programs under WIA.
- D. “**WIA**” or “**the Act**” means the Workforce Investment Act of 1998, Public Law 105-220, the federal regulations adopted to implement the Workforce Investment Act, and Minnesota State policies implementing the Workforce Investment Act.
- E. “**Workforce Solutions**” means the Ramsey County department by that name.

Article II.

Roles and Responsibilities of the WIB and the County Board

- A. General Roles and Responsibilities. The County Board is and shall exercise the powers and responsibilities of the “local elected official” as defined by WIA. The WIB is and shall exercise the powers and responsibilities of the “local board” as defined by WIA. In addition, the WIB, in partnership with the County Board shall:
 - 1. Produce a Strategic Plan, identifying trends, emerging issues, and appropriate strategies for the Program.
Authority: JPA § 8.1a
 - 2. Seek out and apply for other funds that will leverage private and public workforce investments.
Authority: JPA § 8.1c

If the WIB is eligible to apply for public funds, Workforce Solutions shall have first right of refusal to partner with the WIB. If Workforce Solutions elects not to jointly apply, the WIB may apply as appropriate.

 - 3. Develop entrepreneurial strategies for financing the provision of workforce services and implement those strategies.
Authority: JPA § 8.1d
- B. Joint Responsibilities under WIA. The WIB and the County Board shall jointly have and perform the following authorities and responsibilities:
 - 1. The WIB, in partnership with the County Board, shall set policy for the local workforce investment system.
Authority: WIA § 117(a); Regs. § 661.300(b)
 - 2. The WIB, in partnership with the County Board, shall develop, put out for public comment, and submit the local workforce investment plan, and local plan amendments, to the Governor.

Authority: WIA § § 117(d)(1), 118(a), and 118(c); Regs § § 661.300(d) and 661.305(a)(1)

3. The WIB, with agreement of the County Board, shall designate or certify one-stop operators.
Authority: WIA § § 117(d)(2)(A)(1), 121(a)(2), and 121(d);
Regs. § § 661.305(a)(2) and 662.410
4. The WIB, with agreement of the County Board, shall enter into a Memorandum of Understanding with partners for a one-stop system.
Authority: WIA § § 121(a) and 121(c); Regs. § § 662.230
5. The WIB, with agreement of the County Board, shall conduct oversight of the one-stop delivery system.
Authority: WIA § 121(a)
6. The WIB, with agreement of the County Board, may terminate a one-stop operator for cause.
Authority: WIA § § 117(d)(2)(A)(ii) and 121(d)
7. The WIB and County Board shall negotiate and reach agreement with the governor on local performance measures.
Authority: WIA § § 117(d)(5) and 136(c)(2); Regs. § § 661.305(a)(5)
8. The WIB, in cooperation with the County Board, shall appoint a youth council as a subgroup of the WIB with the powers and responsibilities as set forth in WIA and the WIA regulations.
Authority: WIA § 117(h); Regs. § 661.305(b)
9. The WIB, in cooperation with the County Board, shall coordinate youth workforce and youth plans and activities with the youth council.
Authority: Regs. § 661.305(b)
10. The WIB, in partnership with the County Board, shall conduct oversight of local programs of youth activities (directly or through delegation to youth council), local employment and training activities and the one-stop delivery system in the local area.
Authority: WIA § 117(d)(4); Regs. § § 661.305(a)(1) and 664.110
11. The WIB, with the County as grant recipient under WIA, shall each perform the following authorities and responsibilities:
 - a. Monitor performance of providers in complying with the terms of grants, contracts or other agreements under WIA.
Authority: WIA § 185(c)
 - b. Maintain comparable management information systems necessary for reporting, monitoring, and evaluating purposes that will permit the County to perform reporting requirements.
Authority: WIA § 185(c)(2)

- c. Make readily accessible such reports concerning their individual operations and expenditures as are required under WIA.

Authority: WIA § 185(c)(1)

C. Method for Exercising Joint Responsibilities. WIA calls for the local elected official (the County Board) and the local board (the WIB) to take various actions “in cooperation with,” “in partnership with,” “subject to the approval of”, and “with the agreement of” one another. To the extent such phrases or any similar phrases are used by WIA or in this Partnership Agreement, such actions are to be taken jointly, subject to the following process:

1. It shall be the general practice for deliberations and actions to occur first with the WIB and then with the County Board. On those occasions when the County Board wishes to initiate an action, that action must be referred to the WIB for its initial review and action, then returned to the County Board.
2. Actions needing the review and approval of both bodies shall be transmitted in writing to the other as agenda items.
3. In the event that the WIB and the County Board cannot reach mutual agreement on jointly held authorities and responsibilities under WIA, representatives of the WIB and the County Board shall meet to discuss areas of disagreement. Unresolved issues shall be submitted to the binding arbitration of a three-member panel consisting of a WIB representative, a County Board representative, and an impartial third representative from the community at large and mutually agreed to by both the WIB and the County Board.
4. In any recommendation formulated by the WIB for the funding of a specific contract, program, or activity to which the County Board does not concur, representatives of the WIB and the County Board shall meet to seek resolution of the disagreement. Unresolved issues shall be submitted to the binding arbitration of a three-member panel consisting of a WIB representative, a County Board representative, and an impartial third representative from the community at large and mutually agreed to by both the WIB and the County Board.
5. Actions relating to joint responsibilities, as set forth in this Partnership Agreement may not be unilaterally taken. Neither the WIB nor the County Board may grant authorities and responsibilities it holds under WIA to the other.

D. Budgeting Roles. The County shall offer the WIB the opportunity to review and comment at least annually on the annual budget and plan for the Program. The County and the WIB shall develop a mutually agreeable process to facilitate such review and comment.

E. Appointment of Members to WIB. The County shall follow its existing written procedure by which the County shall make all appointments to the WIB as appointments may be required by the JPA or WIA. The County shall follow its written procedure and use its best efforts to facilitate the prompt filling of any vacancies on the WIB. The Director of Workforce Solutions shall be a member of the WIB and a voting member of the WIB Executive Committee.

F. Conduct of Business of WIB.

1. The WIB shall conduct business in an open manner, including holding open meetings, so as to give the public information about activities of the WIB including information about the Local Plan before submission of the plan; and about membership, the designation and certification of one stop operators and the award of grants or contracts to eligible providers of youth activities and, on request, minutes of formal meetings of the WIB.

Authority: WIA § 117(e); Regs. § 661.305(d)

2. The WIB shall ensure public access to WIB meetings by:

- a. Holding meetings in accessible locations;
- b. Distributing a copy of the WIB activities and meeting minutes at the WIB meetings;
- c. Maintaining an official membership list, attendance materials, record of the actions of the WIB, and a detailed statement on the composition, structure, membership and nomination process for the WIB;
- d. Routinely listing WIB meetings on the WIB web-site (www.rcwib.org); and

G. Additional Duties of WIB. In addition to the authorities and responsibilities to be jointly exercised with the County Board as described herein, the WIB, as the Local Board under WIA, shall have the following authorities and responsibilities:

1. Select eligible youth service providers under WIA based on recommendation of youth council.

Authority: WIA § § 117(d)(2)(B) and 123; Regs. § 661.305(a)(3)

2. Identify and maintain a list, with required performance and cost information, of eligible providers of adult and dislocated workers training and intensive services.

Authority: WIA § § 117(d)(2)(C), 117(d)(2)(D), and 122; Regs. § § 661.305(a)(3) and 663.510

3. Assist the governor in developing statewide employment statistics system under the Wagner-Peyser Act.

Authority: WIA § 117(d)(6); Regs. § § 661.305(a)(6)

4. Coordinate workforce investment activities with economic development strategies and develop employer linkages.

Authority: WIA § 117(d)(7); Regs. § 661.305(a)(7)

5. Promote private sector involvement in state workforce investment system through effective connecting, brokering, and coaching activities through intermediaries or other organizations to assist employers in meeting hiring needs.

Authority: WIA § 117(d)(8); Regs. § 661.305(a)(8)

6. Comply with all reporting and record keeping provisions of WIA.

Authority: WIA § 185

7. Provide oversight of youth providers directly or through delegation to the youth council.
Authority: WIA § 123; Regs. § 664.110
 8. Upon request of the County Board, provide advice regarding the County's MFIP-ES program.
Authority: JPA § 8.2
 9. Actively recruit appropriate individuals to apply for positions on the WIB.
Authority: County Board meeting July 9, 2002
 10. Maintain WIB membership consistent with State requirements.
- H. The WIB will not operate or manage workforce programs. Workforce programs included in the Local Plan must be managed by Workforce Solutions. Other workforce activities must be included in the Strategic Plan approved by the County Board and the WIB.

Article III. Administration

A. County to be Grant Recipient.

1. The County shall serve as the local grant recipient under WIA and as the grant recipient for all other Program funds.
Authority: WIA § 117(d)(3)(B)
2. As the grant recipient under WIA, the County shall:
 - a. be responsible for all WIA funds.
Authority: WIA § 117(d)(3)(B); Regs. § 667.705
 - b. be liable for misuse of WIA grant funds for youth, adults, and dislocated workers.
Authority: WIA § 117(d)(3)(B); Regs. § 667.705
 - c. comply with applicable WIA laws and regulations on non-discrimination and equal opportunity, and ensure that all subrecipients also comply.
Authority: Regs. § 667.275
 - d. comply with the Office of Management and Budget's Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
Authority: WIA §184(a)(3); Regs. §§ 667.200, 667.400, and 667.410
 - e. keep records sufficient to permit the preparation of reports required by WIA and to permit the tracking of funds to ensure funds have not been spent unlawfully.
Authority: WIA § 185

- f. maintain records and submit reports regarding performance of programs and activities; maintain standardized records for all individual participants; and make records available to the public subject to certain data privacy provisions.
Authority: WIA § 185; Regs § 667.300
- g. comply with uniform cost principles of the Office of Management and Budget for counties.
Authority: WIA § 184(a)(2); Regs. § 667.200(c)
- h. conduct all financial transactions and maintain records in accordance with generally accepted accounting principles.
Authority: WIA § 184(a)
- i. cooperate in audits.
Authority: WIA § 185
- j. disburse funds for WIA workforce investment activities under the Local Plan at the direction of the WIB, if the direction does not violate a provision of WIA or the Local Plan.
Authority: WIA § 117(d)(3)(B)(i)(III)

3. As grant recipient of other Program funds, the County shall perform similar activities as set forth in Section A.2. above.

B. County to be Local Fiscal Agent.

- 1. Ramsey County is the Local Fiscal Agent for Program funds.
Authority: WIA § 117(d)(3)(B)(i); JPA § 9.4
- 2. Ramsey County shall serve as the Local Fiscal Agent in accordance with the provisions of the Local Plan.
Authority: WIA § 184

C. Workforce Solutions to Manage Program. The WIB acknowledges that, pursuant to the Joint Powers Agreement, the County and the City of Saint Paul have agreed as follows:

- 1. Workforce Solutions has been designated to manage the Program for Ramsey County in accordance with the Program’s mission and goals as set forth in the JPA, WIA, the Local Plan, and all applicable federal and state laws, regulations, and policies.
Authority: JPA § 7.1
- 2. Workforce Solutions has been designated to implement the County’s Strategic Plan for the County’s Program, with the assistance of the WIB.
Authority: JPA § 8.1c
- 3. The County Manager shall have the appointing authority for the position of Director of Workforce Solutions and the Director of Workforce Solutions shall report directly to the County Manager.

Authority: JPA § 7.2

4. Unless the provisions of Article II. A. 2. of this Partnership Agreement apply, the County is responsible for the application, planning, implementation, administration and reporting of all grants that may become available to the Program.

Authority: JPA § 10.3

D. WIB Administration.

1. The WIB has hired a Chief Executive Officer (“CEO”) to perform administrative functions on behalf of the WIB.
2. The WIB’s CEO may act and make representations only on behalf of the WIB, and not on behalf of Workforce Solutions or the County, unless otherwise specifically authorized by the Board of Ramsey County Commissioners.
3. For calendar years 2008 and 2009, the County shall contribute to the WIB’s budget for WIB administrative needs as follows:
 - a. Thirty-four percent (34%) of the ten percent (10%) of WIA funds received that are allocable to administrative costs; and
 - b. A portion of the tax levy dollars appropriated to Workforce Solutions for non-project specific activities, up to a maximum of \$82,967 for the entire Term of this Agreement, based on a maximum of \$43,667 for January 1, 2008 – December 31, 2008; and \$39,300 for January 1, 2009 - December 31, 2009.
4. Payment of the County’s contribution shall be made to the WIB’s designated fiscal agent as follows:
 - a. Payment for the period from January 1, 2008, through June 30, 2008, shall be paid by January 15, 2008; and
 - b. Payment for the period from July 1, 2008, through December 31, 2008, shall be paid by July 15, 2008.
 - c. Payment for the period from January 1, 2009, through June 30, 2009, shall be paid by January 15, 2009; and
 - d. Payment for the period from July 1, 2009, through December 31, 2009, shall be paid by July 15, 2009.
5. If the amount of WIA funds received by the County is modified after a payment is made to the WIB, the amount payable to the WIB under this Agreement shall be modified in proportion to the modification in the payment to the County. If the modification results in an increase, the County shall pay the WIB’s proportionate increase within 30 days of receipt by the County of the additional WIA funds. If the modification results in a decrease, the WIB shall repay the County the proportionate amount within 30 days of receipt of notice from the County of the amount due.

6. If the amount of County levy dollars appropriated to Workforce Solutions for WIA activities is modified as a result of an action of the Ramsey County Board of Commissioners made applicable to all County departments, the payment to the WIB shall be subject to a proportionate modification. If the modification results in an increase, the County shall pay the WIB's proportionate increase within 30 days of appropriation of the additional County levy dollars. If the modification results in a decrease, the WIB shall repay the County the proportionate amount within 30 days of receipt of notice from the County of the amount due. Any modification is subject to the maximum dollar amount specified in paragraph 1 above.
7. It shall be the responsibility of the WIB to solicit and obtain from other sources, contributions from third parties, in the form of cash or services, office space or other property of value, to meet the WIB's administrative needs identified by the WIB that are not funded by the County. These contributions will be made directly to the WIB or its fiscal agent.
8. Except as identified herein, or as otherwise agreed to by the County, the County shall make no contribution to the WIB's administrative needs in any form, including cash, services, office space or other property of value.
9. If WIA funds are withheld from the County due to action or inaction of the WIB, the County shall withhold any additional payments due to the WIB under this Agreement until the WIB has remedied the problem and the WIA funds have been released to the County.
10. Workforce Solutions shall have the right and responsibility to monitor the expenditure by the WIB of WIA funds to ensure that such expenditure is in accordance with applicable laws and rules and this Partnership Agreement. The WIB shall provide the County access to its records and any other assistance as the County may require to perform its monitoring functions. The WIB shall immediately correct any identified deficiencies in complying with applicable laws and rules and this Partnership Agreement upon notice from Workforce Solutions.
11. When membership dues, fees, or expenses are required, the WIB shall pay the dues, fees, and expenses attributable to the WIB being a member and Ramsey County shall pay the dues, fees, and expenses attributable to Workforce Solutions being a member.

Article IV.
General Terms and Conditions

- A. Program Funds. Except as authorized by the County Board as part of the County's contribution to fund the WIB's budget for administrative needs, the WIB shall not have direct access to Program funds received by the County. Any funds received by the WIB or by other organizations on behalf of the WIB for Program activities shall be transferred to the County upon receipt.

- B. County Approval. All issues requiring review and approval by the County Board will be handled through the usual County Board process.
- C. Amendments.
1. Either the WIB or the County may propose written amendments to this Partnership Agreement at any time. Amendments to this Partnership Agreement shall require majority approval by both the WIB and the County.
 2. Modifications required as a result of changes in applicable state and federal laws and regulations shall be deemed made on the effective date of the state or federal law or regulation without further action by the County or the WIB.
- D. Term. The term of this Partnership Agreement is from January 1, 2008, through December 31, 2009, or until such earlier time as one of the following occurs: 1) Federal or State authority ceases for the County to serve as the local implementer of the Ramsey County workforce investment program; or 2) both parties take formal written action to terminate this Partnership Agreement; or 3) WIA funding for Ramsey County terminates. In addition, the County may terminate this Agreement if the JPA is not renewed. The parties shall begin negotiations regarding the terms of the Partnership Agreement commencing January 1, 2010, no later than July 1, 2009.
- E. Reporting.
1. The WIB and Ramsey County shall timely submit all reports as required by WIA, and applicable rules, laws, and regulations.
 2. The WIB shall provide a written report to the Mayor and City Council of the City of Saint Paul (as contemplated by the JPA), to the governing body of each of the cities located within Ramsey County and to the Ramsey County Board regarding its workforce investment activities and accomplishments during the preceding year, by April 15 of the subsequent year.
 3. The WIB and the County Board shall meet at least once annually, in a format as mutually agreed to, for the purpose of reporting on the activities of the WIB and discussing workforce investment issues.

WHEREFORE, Ramsey County and the Workforce Investment Board have executed this Agreement on the last date written below, and the parties hereto agree to be bound by the provisions herein set forth.

RAMSEY COUNTY

RAMSEY COUNTY WORKFORCE
INVESTMENT BOARD

Jan Parker, Chair
Board of Ramsey County Commissioners

Paul Nelson, Chair
Ramsey County Workforce Investment Board

Bonnie Jackelen, Chief Clerk
Board of Ramsey County Commissioners

Robert Morse, Chair-Elect
Ramsey County Workforce Investment Board

Date: _____

Approval Recommended:

Mary Jo Gardner, CEO
Ramsey County Workforce Investment Board

Patricia Brady, Director
Workforce Solutions

Date: _____

Approved as to form:

Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Funds Available: _____

Budgeting and Accounting