

## Amendment 1 to DEED Veterans Services and City of Duluth Joint Powers Agreement

Contract Effective Date:	<u>3/1/2024</u>	Total Contract Amount:	<u>\$17,219.53</u>
Original Contract Expiration Date:	<u>6/30/2026</u>	Original Contract:	<u>\$17,219.53</u>
Current Contract Expiration Date:	<u>6/30/2026</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$0</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Department of Economic Development and Employment ("State") and the City of Duluth, Minnesota ("Governmental Unit").

### Recitals

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1. The State has a contract with the Governmental Unit identified as DEED Veterans Services ("DEED-VS") and City of Duluth Joint Powers Agreement ("Original Contract").
2. Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
3. Under the Workforce Innovation and Opportunity Act ("WIOA") the State is a required partner per law in the one-stop delivery system responsible for administering various programs and activities in the local area.
4. The State is in need of weekly required reception and career lab duty services in addition to site management services at the Duluth CareerForce location.
5. The Original Contract is being amended to clarify conditions of the Original Contract such as the terms for Fees, Duration, Government Data Practices, and Laws, Rules and Regulations along with the addition of Audit and Termination clauses.
6. The State and the Governmental Unit are willing to amend the Original Contract as stated below.

### Contract Amendment

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In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

**REVISION 1. Clause B. "Fees"** is amended as follows:

DEED-VS will pay City \$141.61 per week for providing Services outlined below in Section B. City will invoice DEED-VS once a quarter at deed.adminv@state.mn.us. The cost for services is ~~are~~ outlined as follows:

CareerForce Location	Service	Cost Per Hour	DEED-VRS share per IFA (hours/week)	Total cost per week
Duluth	Reception	\$45.68	1.8	\$82.22
	Career Lab	\$45.68	1.3	\$59.38
<b>Total Payment to City per Week</b>				<b>\$141.61</b>

DEED-VS will pay to City, on a quarterly basis, \$141.61 per week for providing reception and career lab services. The total amount paid under this agreement shall not exceed \$17,219.53 (Seventeen Thousand Two Hundred Nineteen and 53/100 Dollars). ~~Said weekly rate shall be paid to City regardless of actual hours of operation of the DEED-VS, City, and/or CareerForce offices in that week. Any portion of a week constitutes a week.~~ DEED-VS will pay City within 30 days of date of written invoice mailed or delivered by the City to DEED-VS. Payments to City will be deposited into city fund no. 268-031-6251-4324

**REVISION 2. Clause C. "Duration"** is amended as follows:

The terms of this Agreement shall be deemed effective March 1, 2024, and shall end June 30, 2026 (121 weeks, three days), or the date DEED-VS obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. ~~The Agreement may also be terminated by either party after giving at least thirty (30) days' written notice to the other party.~~

**REVISION 3. Clause G. "Government Data Practices"** is amended as follows:

~~Each party will comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data created pursuant to this Agreement. The civil remedies of Minn. Stat. Sec. 13.08 apply to the release of the data referred to in this clause by either the City or DEED-VS.~~

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 Contract. 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.

**REVISION 4. Clause J. "Laws, Rules and Regulations"** is amended as follows:

~~DEED-VS and the City agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, Saint Louis County, and the City of Duluth with respect to their respective agencies which are applicable to its activities under this Agreement.~~

Intentionally omitted.

**REVISION 5. Clause P. "Audit"** is amended to add:

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.

**REVISION 6. Clause Q. "Termination"** is amended to add:

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.

**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.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

SWIFT Contract No. \_\_\_\_\_

**2. Governmental Unit - CITY OF DULUTH**

By: \_\_\_\_\_  
Mayor (City Administrator per delegated authority)

Attest:

\_\_\_\_\_  
City Clerk

Date Attested: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

As to form:

\_\_\_\_\_  
City Attorney

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Admin ID: \_\_\_\_\_