

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its Department of Employment & Economic Development/ Duluth Job Service ("State") and the City of Duluth ("Purchaser").

Recitals

1. Under Minn. Stat. § M116J.035 the State is empowered to enter into income contracts.

The Purchaser is in need of professional staffing (.5 FTE) to provide services to job seekers and employers as part of the Minnesota Advanced Manufacturing Partnership (MnAMP) *Learn, Work, Earn* Project. This project will help individuals secure and maintain employment in the fields of mechatronics, machining and welding. Additionally, Purchaser will contract with the State to provide the ACT National Career Readiness Certificates and other educational assessments to eligible learners.

2. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** December 1, 2015
- 1.2 **Expiration date:** August 31, 2016

2 State's Duties

The State will, in partnership with Duluth Workforce Development:

- A) Conduct outreach and recruit participants for Learn, Work, Earn programs through the Workforce Center and other local programs/organizations.
- B) Implement advising and career services for participants
- C) Facilitate work readiness/employability skill building including resume development, interviewing skills, resume posting and connections to job leads mock interviews, resume building, etc.
- D) Connect participants to the Minnesotaworks.net job bank; Provide real-time workforce data to students; Facilitate job placement trainings and outline career pathway options
- E) Provide the ACT National Career Readiness Certificates (NCRC) and other educational assessments to eligible learners
- F) Serve as a liaison between the Workforce Center and education agencies including Lake Superior College (LSC) and Adult Basic Education (ABE).
- G) Facilitate orientation & enrollment into LSC by coordinating with LSC Student Services, including Financial Aid.
- H) Support participants as they navigate college enrollment, credit for prior learning/prior learning assessment, job placement and employment.
- I) Develop and implement strategies for recruiting apprenticeship worksites for students in manufacturing, specific to welding, mechatronics and machining.
- J) Conduct 2 employer workshops and one-on-one outreach with local manufacturers, employer groups and associations to promote the benefits of sponsoring apprenticeships
- K) Secure apprenticeship worksites
- L) Assist employers with required apprenticeship contracts and train them on data tracking, safety, and mentoring expectations
- M) Assist with placement of apprenticeships in collaboration with the MnAMP Statewide Apprenticeship and Job Placement Coordinator.

3 Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

Payment shall be made by Duluth Workforce Development on a quarterly basis after the State's presentation of invoices for services performed and acceptance of such services by DWD's authorized representative. All services provided by the State pursuant to this contract shall be performed to the satisfaction of DWD, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The State shall not receive payment for work found by DWD to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by State on a quarterly basis.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$35,740 (\$30,000 for staffing and \$5,740 costs associated with administration of the NCRC).

4 Authorized Representatives:

The State's Authorized Representative
Dave Niermann
Director of Employment Programs
DEED
332 Minnesota St., Suite E200
St. Paul, MN 55101
651.259.7583
Or his successor.

The Purchaser's Authorized Representative is Paula Reed, Manager Workforce Development, 402 W 1st Street, Duluth, MN 55802 (218) 730-5241.

5 Amendments, Waiver, and Contract Complete

- 5.1 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 5.2 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 5.3 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6 Liability

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

7 Government Data Practices

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

8 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

9 Audit

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

10 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. PURCHASER

CITY OF DULUTH

By: _____
Mayor

Attest:

By: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

2. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

Date: _____