



## State of Minnesota

# Joint Powers Agreement

SWIFT Contract Number: \_\_\_\_\_

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

### Recitals

Under Minn. Stat. § 471.59, subd.10, the State is empowered to engage such assistance as deemed necessary.

Under Minn. Stat. §§ 116J.035, subd. 1(a)(6), 116J.401, subd. 2(a)(8), 268A.03(9) and (10), the State is empowered to enter into contracts for the purpose of administering the Wagner-Peyser Act, the Workforce Innovation Opportunity Act, and other federal employment and training programs; cooperate with other public or private agencies or organizations for the purpose of vocational rehabilitation; enter into contractual arrangements with instrumentalities of local government with respect to providing vocational rehabilitation.

In accordance with 34 CFR § 463.760, the shared costs borne by the State are determined to be in proportion to the benefits received.

The State is in need of weekly required reception and career lab duty services at the Duluth CareerForce location.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date: October 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2.
- 1.2 Expiration Date: July 31, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

The Governmental Unit will provide weekly required reception and career lab duties at the Duluth CareerForce location.

#### 3. Payment

The State will pay the Governmental Unit as outlined below:

CareerForce Location	Service	Cost Per Hour	VRS share per IFA (hours/week)	Total cost per week
Duluth	Reception	\$ 40	3.3	\$ 132.00

<b>CareerForce Location</b>	<b>Service</b>	<b>Cost Per Hour</b>	<b>VRS share per IFA (hours/week)</b>	<b>Total cost per week</b>
Duluth	Career Lab	\$ 40	2.4	\$ 96.00
<b>Duluth Total Cost per Week</b>				<b>\$ 228.00</b>

The Governmental Unit will invoice the State on a monthly basis. The monthly invoices should be sent to [deed.adminv@state.mn.us](mailto:deed.adminv@state.mn.us) and the State will pay for services upon completion and acceptance of the same.

The total obligation of the State under this Agreement will not exceed \$35,568.00

#### **4. Authorized Representatives**

The State's Authorized Representative is Dee Torgerson, Director, Vocational Rehabilitation Services, or his/her successor, with a business address of Great Northern Building, 180 East Fifth Street, Suite 1200, Saint Paul, MN 55101 and a business email address of [dee.torgerson@state.mn.us](mailto:dee.torgerson@state.mn.us).

The Governmental Unit's Authorized Representative is Elena Foshay, Director, Workforce Development Department, or his/her successor, with a business address of 402 West First Street, Duluth, MN 55802 and a business email address of [efoshay@DuluthMN.gov](mailto:efoshay@DuluthMN.gov).

#### **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. **Indemnification.** Parties agree that, except as otherwise expressly provided herein, each party is responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of any others and the results thereof. Liability is governed by applicable law. Without limiting the foregoing, liability of the State and any contractor that is an office, officer, agency, department, division, or bureau of the State of Minnesota is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if the Governmental Unit is a political subdivision of the State of Minnesota, liability of the Governmental Unit is governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.

## **7. Joint Venture.**

The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

## **8. 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.

## **9. Government Data Practices.**

The Governmental Unit and State 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 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 data provided to it by State, the Governmental Unit must notify the State before the data are released. The Governmental Unit's response to the request shall comply with applicable law.

## **10. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. 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.

## **11. Termination**

- 11.1 **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.
- 11.2 **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.

## **12. 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.

**13. Severability.**

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

*[Remainder of page intentionally blank. Signature page follows.]*

**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**

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

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

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

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

*[Signature page to Joint Powers Agreement.]*