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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 9**

**10:50 a.m. Darrell Pettis, County Administrator**

*RE: MCIT Delegate and Alternate*

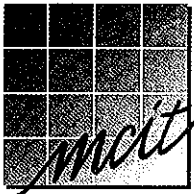
*RE: MCIT JPA*

*RE: German Jefferson Petition*

*RE: West Jefferson*

*RE: Justice Center*

Staff Contact:



# Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100  
St. Paul, MN 55103-1885  
www.mcitf.org

Phone: 651-209-6400  
Toll Free: 866-547-6516  
Fax: 651-209-6496

## BOARD OF DIRECTORS

**Scott Sanders**  
Trust Chair  
Watonwan County  
Commissioner

**Felix Schmiesing**  
Vice-Chair  
Sherburne County  
Commissioner

**Don Diedrich**  
Secretary/Treasurer  
Polk County  
Commissioner

**Dan Kuhns**  
Waseca County  
Commissioner

**Richard Downham**  
Cass County  
Commissioner

**Ron Antony**  
Yellow Medicine  
County Commissioner

**Randy Schreifels**  
Stearns County  
Auditor-Treasurer

**Charles Enter**  
Brown County  
Administrator

**Kevin Corbid**  
Washington County  
Auditor-Treasurer

**October 4, 2017**

### **RE: VOTING DELEGATES AND ALTERNATES**

Dear: Darrell Pettis,

The 2017 Annual Meeting of the Minnesota Counties Intergovernmental Trust will be held on:

Monday, December 4, 2017 at 4:00 p.m.  
(Registration to begin at 3:30)  
State/Sunwood Room  
Kelly Inn, St. Cloud

Annually, each county member of MCIT designates a representative to vote on issues that may come before the membership during the year. As part of this year's annual meeting, an election will be held for one seat on the MCIT Board of Directors. The county's delegate will also vote on proposed amendments to the MCIT Joint Powers Agreement (the proposed amendments will be provided under separate cover to county members to review before the annual meeting). Only the county's designated delegate or alternate delegate is allowed to make a motion, second a motion or vote on a motion during any meeting of the membership.

Our records indicate that your voting delegate and alternate are as follows:

Delegate: Steve Rohlfig

Alternate: John King

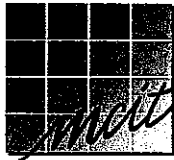
**IF THIS IS CORRECT, YOU NEED NOT RESPOND TO THIS LETTER.** If this is incorrect or if you wish to change your voting delegate and/or alternate, please note the changes on the enclosed designation form. The form should be signed and returned to MCIT by **November 10, 2017**. The form can be mailed, emailed or faxed. Thank you for your attention to this matter.

Sincerely,

Robyn M. Sykes  
Executive Director

cc: County Administrator, Coordinator, Auditors or Auditor-Treasurer (cover letter only)

"Providing Minnesota counties and associated members cost-effective coverage  
with comprehensive and quality risk management services."



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October 10, 2017

TO: MCIT Primary Contacts, County Administrator/Coordinator, County Auditor/Auditor-Treasurer, Commissioners  
FROM: Minnesota Counties Intergovernmental Trust

**RE: NOTICE OF VOTE TO AMEND MCIT JOINT POWERS AGREEMENT**

This is notice that during the 2017 Minnesota Counties Intergovernmental Trust's Annual Meeting members will be asked to vote on proposed amendments to the MCIT Joint Powers Agreement (JPA).

**Meeting Date: Monday, December 4, 2017**

**Meeting Time: 4:00 p.m.**

**Location: Kelly Inn, St. Cloud, MN. – State/Sunwood Room**

**Attached find the Joint Powers Agreement with the proposed changes. An annotated version can be found on the MCIT website at [www.mcit.org](http://www.mcit.org) – Important Announcements.**

This vote culminates a year of review and discussion by the MCIT Board of Directors. These changes are being proposed to ensure the document reflects operations of the MCIT relative to the provisions of Minn. Statute 471.59 and follows MCIT's standard risk management advice. The proposed changes will:

- more clearly define the responsibilities of the MCIT Board of Directors,
- add provisions regarding meetings of the board
- clarify the process to terminate the JPA
- add language on how the JPA can be amended
- include indemnification and hold harmless language

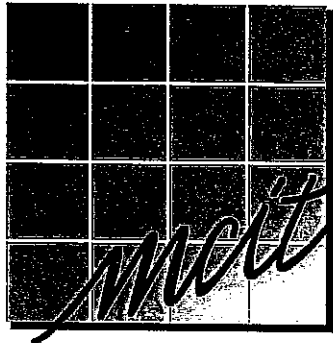
Pursuant to the MCIT Bylaws, amendments to the JPA must be voted on by County members at the annual meeting. Motions shall carry by a simple majority of County members present.

An affirmative vote of the majority of the county members attending the annual meeting will constitute a change in the JPA and will not require execution by individual members.

Only the county's designated voting delegate or alternate can make or second a motion or vote at the annual meeting. Notice to designate the county's voting delegate and alternate was mailed on October 4, 2017.



# JOINT POWERS AGREEMENT



## MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST

**PROPOSED**

**MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST  
JOINT POWERS AGREEMENT**

THIS AGREEMENT is made by and between the political subdivisions or governmental units organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Members", and individually as "Member" which are parties signatory to this Agreement.—Members are sometimes referred to herein as "Parties."

WHEREAS, Minn. Stat., § 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting Parties and provides that regardless of the number of participating governmental units, the joint powers entity may be treated as one governmental unit for purposes of liability.

WHEREAS, Minn. Stat., § 471.59 provides that the governing body of any governmental unit may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function it is authorized to provide for itself.

WHEREAS, Minn. Stat., § 471.981 provides that two or more political subdivisions may by agreement establish a self-insurance pool; and

WHEREAS, political subdivisions may self-insure, purchase insurance through an authorized carrier, or any combination thereof; and

WHEREAS, the creation and operation of a joint self-insurance pool by Counties for political subdivisions or governmental units is economically feasible and practical; and

WHEREAS, the administration of the joint self-insurance pool shall rest solely with the County Members.

NOW THEREFORE in consideration of the mutual promises and agreements contained herein and subject to the provisions of Minn. Stat., §§ 471.59 and 471.981 and all other applicable statutes and regulations, the Parties hereto agree as follows:

**Article I  
Purpose of Agreement**

The Members desire to establish a mechanism whereby the Members may jointly exercise powers common to each participating Member to:

- A. Develop and administer a risk management service program;
- B. Prevent or lessen the frequency and severity of losses occurring in the operation of Member functions;

- C. Defend and protect, in accordance with this Agreement, bylaws and coverage documents, any Member against stated liability or loss;
- D. Provide other similar or related services and programs as determined by the Board.

The powers and duties created herein and the activities and services jointly provided to each Member shall not constitute the procurement of insurance or operation of an insurance business, unless specifically stated by resolution of the Board. This Agreement is also intended to establish procedures to modify membership and establish a mechanism whereby programs and services may be developed for the benefit of the Members.

## **Article II**

### **Name**

The name of this joint powers entity shall be the MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST, hereinafter sometimes referred to as "MCIT".

## **Article III**

### **Membership**

Membership in MCIT shall be open to any governmental unit or other political subdivision as set forth in Minn. Stat., § 471.59 subd. 1, and Minn. Stat., § 471.981, or other entity that is determined by the Board to qualify for membership who is also included in the definition of "Municipality" as defined in Minn. Stat., § 466.01, subd. 1. The Board may impose such conditions on membership as it deems appropriate to protect the interest of MCIT and to provide for the benefit of its Members; and such conditions as are required by the Agreement, the Bylaws or by applicable statutes or regulations. The Board, at its discretion, may create, modify or abolish classes, levels, types or other groups of membership within MCIT with differing Member rights, privileges or obligations.

## **Article IV**

### **Board of Directors**

There is hereby created a Board of Directors of MCIT, herein referred to as the "Board", which shall be empowered to oversee and administer MCIT. The Board shall be empowered to manage all the affairs of MCIT and to do all things necessary or convenient for the furtherance of the purposes of MCIT, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements; renting, leasing, purchasing and otherwise procuring or receiving property real or personal; employing personnel either as employees or by contract; and employing consultants such as attorneys, auditors, accountants, risk managers, actuaries and others. The Board shall provide for the strict accountability of funds.

## **Article V Divisions**

The Board shall be empowered to create, modify or abolish divisions within MCIT as needed for the operation of MCIT programs. The Board shall preside over and supervise the management, business and affairs of each division.

## **Article VI Bylaws & Operating Policies and Procedures**

The Board shall adopt Bylaws which provide for the operation and administration of MCIT. The Board may adopt operating policies and procedures to direct and document the specific activities of MCIT.

## **Article VII Meetings of the Board**

The Board shall set the time and place for holding regular meetings of the Board.

Special meetings of the Board may be called by or at the request of the Chair, or in his absence, the Vice Chair, or any two (2) members of the Board.

There shall be an annual membership meeting of MCIT at a place and time determined by the Board. Members shall be given adequate and timely notice of the annual meeting.

The Board at its discretion may call additional membership meetings. Members shall be given adequate and timely notice of the meeting.

Adequate and timely notice for membership meetings means sending the meeting notice at least 30 calendar days prior to the date of the meeting.

All meetings of the Board shall comply with Minn. Stat. Ch. 13D – The Open Meeting Law.

## **Article VIII Term of Agreement/Termination of MCIT**

This Agreement shall remain in effect until the purpose of the Agreement is completed as determined by the MCIT Board of Directors and is:

- A. Terminated by a 2/3 majority vote of those delegates of County Members present at a duly noticed membership meeting; or
- B. Suspended or superseded by an amended Agreement between the Members; or



C. Terminated by operation of law.

### **Article IX**

#### **Changes in Membership Status/Departing Members**

No Members may withdraw from this Agreement, or any division of MCIT created pursuant to Article V, for a period of three (3) years after its initial entry into MCIT or division whichever is later. A Member may, after the initial three years, withdraw from this Agreement, or any division of MCIT created pursuant to Article V, upon written notice to the Board according to the Bylaws applicable to the affected division or divisions.

Members that withdraw, that are disqualified for membership, or whose division, class, level, type or group is abolished will be considered as departing MCIT and shall not be considered as having terminated the purpose of MCIT or affected the continuance of MCIT. A departing Member shall remain jointly and severally liable for all debts, obligations and liabilities which were incurred on its behalf or by MCIT during the term of its membership. The liability of a departing Member shall be determined in accordance with the Bylaws and other applicable requirements. A departing Member shall have no right or claim to the reserves or other holdings of MCIT. A departing Member may be entitled to a share of the assets of MCIT only if deemed appropriate by the Board.

### **Article X**

#### **Assessments/Distribution of Assets**

The amount of any liabilities in excess of assets, in any division of MCIT, shall be assessed to the appropriate Members of MCIT in a form, manner and amount as determined by the Board.

The Board may, at its discretion, determine that an assessment is necessary to insure the financial integrity of MCIT, to operate and maintain MCIT or to carry out other purposes of MCIT pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board.

In the event that the assets, in any division of MCIT, are determined to be more than sufficient to meet liabilities and maintain prudent reserves, such assets may be returned to Members; credited toward future annual payments or otherwise utilized as determined by the Board.

Upon termination of MCIT the Board shall adopt a plan to fund all continuing liabilities and obligations and to assess Members for such liability and obligations or return assets by a formula based on the proportion of losses, services provided and monies received.

### **Article XI**

#### **Indemnification and Hold Harmless**

MCIT shall be considered a separate and distinct governmental unit to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. MCIT shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.

MCIT shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of MCIT. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn. Stat., § 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minn. Stat., § 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties

## **Article XII Amendment**

The Board shall have the power to propose amendments to the Joint Powers Agreement subject to a vote by the County Members. They shall be provided adequate and timely notice of the proposed amendments.

Amendments to the Joint Powers Agreement shall be voted on by the County Members present at a duly noticed membership meeting. An affirmative vote of the majority of the County Members present at the membership meeting shall constitute a change in the Joint Powers Agreement and will not require execution by individual Members.

## **Article XIII Other Agreements**

This Agreement replaces earlier joint powers agreements concerning the establishment and operation of MCIT. To the extent that previous agreements are inconsistent with the provisions of this Agreement such earlier agreements are void. Entering into this Agreement does not alter a Member's initial entry date into MCIT or a division of MCIT for the purposes of calculating the minimum time necessary for withdrawal from MCIT or a division of MCIT. Failure to adopt this Agreement does not constitute withdrawal from MCIT or alter a Member's obligations for participation.