



Le Sueur County, MN

Tuesday, May 15, 2018

Board Meeting

Item 3

9:10 a.m. Human Services (35 min.)

Staff Contact:

Human Services Board Agenda May 15, 2018 @ 9:10 a.m.

100- INFORMATION/PRESENTATIONS:

- 110 - Marni Pearson, Agency Social Worker, is the recipient of the "Connection of Excellence" Award for May by MRCI



- 120 - May is Mental Health Month Presentation

200- CHARTS/GRAPHS:

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
 - 231- Social Services Team
 - 232- Child Services Team
 - 232.1- Out of Home Placement Report
 - 232.2- In-Home Family Therapy Report;
 - 233- Behavioral Health Team

300- BOARD APPROVAL ITEMS:

- 310 - South Central Community Based Initiative Joint Powers Board Agreement
- 320 - Commissioner's Warrants



SOUTH CENTRAL COMMUNITY-BASED INITIATIVE JOINT POWERS AGREEMENT

ARTICLE 1 ENABLING AUTHORITY AND PURPOSE

- 1.1 Minnesota Statutes § 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties. Minnesota Statute Chapter 245 provides that counties may provide adult mental health services. The signatories to this Agreement (“Party” or “Parties”) are political subdivisions of State of Minnesota or other entities authorized by law to enter this Agreement; and
- 1.2 The purpose of this Agreement is to establish the South Central Community-Based Initiative (“SCCBI”) in order to provide for the joint exercise of the Parties' powers. The joint exercise of the Parties' powers pursuant to this agreement is intended to supplement and complement, but not supplant, the Parties' joint and individual powers of planning, coordination, and costs incurred on issues relative to:
 - 1.2.1. Providing services to persons with mental illness in the most clinically-appropriate, person-centered, least restrictive, and cost-effective ways.
 - 1.2.2. Providing other similar or related services and programs as determined by the Joint Powers Board ("Board").
 - 1.2.3. Establishing procedures to add qualifying Parties to this Agreement.
 - 1.2.4. Establishing a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.
 - 1.2.5. Achieving the overall goal of South Central Community-Based Initiative, which is for consumers is to ensure that persons experiencing serious and persistent mental illness receive services:

ARTICLE 2 MEMBERSHIP

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and Minnesota Chapter 245, the following Parties shall be the initial members of the SCCBI:

Blue Earth County
Brown County
Faribault County
Martin County

Freeborn County
LeSueur County
Nicollet County
Rice County

Sibley County
Watonwan County

ARTICLE 3

JOINT POWERS GOVERNING BOARD

- 3.1. Governing Board. The governing body of the SCCBI shall be its Board. Each Party shall be entitled to appoint one Board Member and may appoint an Alternate. The Board Member need not be an elected member of the Governing Board of the Party but must be an agent or employee of the Party. Each Board Member shall be entitled to one vote. An Alternate may attend the Board meeting(s) and vote in the absence of the Board Member.
- 3.2. No Compensation. Board Members and Alternates shall serve without compensation from SCCBI, but this shall not prevent a Member from providing compensation for its Board Member or Alternates, if such compensation is authorized by such Parties governing board and by law. Board Members shall not be employees of SCCBI.
- 3.3. Terms. Board Members and Alternates shall be appointed to serve until their successors are appointed or until such time as they are no longer employed by or serving as an official of the Party to this Agreement. Any Board Member or Alternate shall be subject to removal by the governing body of the Party appointing him/her, at any time. A vacancy of a Board Member or Alternate shall be filled by the governing body of the Party who appointed the Board Member or Alternate.
- 3.4. Notice of Appointment. When the Party's governing body appoints a Board Member or an Alternate, it shall give notice of such appointment to SCCBI in writing. Such notice shall include the mailing address, e-mail address and phone number of any person so appointed. The contact information shown on such

notices may be used as the official names and addresses for the purposes of giving any notice required by this Agreement or by the Bylaws of SCCBI.

- 3.5 Officers. The Board shall elect a Chair and Vice Chair from its membership.
- 3.6 Bylaws. The Board shall adopt and follow such Bylaws as may be appropriate and consistent with this Agreement and law. Bylaws shall be adopted by and amended by a two-thirds (2/3) majority of the Board after service by mail to the Chairs of the governing boards of all Parties at least 21 days prior to adoption.
- 3.7 Quorum. A majority of the membership of the Board shall constitute a quorum. Unless otherwise specified in this Agreement or law, a majority of the quorum shall decide all matters before the Board.

ARTICLE 4 POWERS AND DUTIES OF THE JOINT POWERS BOARD

- 4.1 General Powers. The Board shall take such action as it deems necessary and proper to accomplish the purposes of the SCCBI and any other action necessary and incidental to the implementation of said purpose or action. The Board is authorized to exercise such authority and powers common to the Parties as are necessary and proper to fulfill its purposes and perform its duties, but shall have no authority to issue bonds.
- 4.2 Approval of Expenses. The SCCBI Board shall approve all expenditures and may disburse funds in a manner that is consistent with this Agreement and with the method provided by law for the disbursement of funds. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.
- 4.3 Financial Reports. A report of all receipts and disbursements shall be forwarded to the Parties monthly, and shall be provided to the Minnesota Department of Human Services as often as may be requested.
- 4.4 Fiscal Agent. The Board may appoint any of its member Parties to act as fiscal agent to provide all budgeting and account services necessary or convenient for the Board. The chief financial officer of the Party so selected shall act as financial officer for the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board. The fiscal agent shall ensure the strict accountability of all funds and accurate reporting of all receipts

and reimbursements. All funds shall be accounted for according to generally accepted accounting principles.

- 4.5 Annual Budget. The Board shall develop a proposed annual operating budget, which shall describe projected income and expenditures, no later than August 31, copies of which shall be provided to the County Auditors of the Parties. The final annual budget shall be approved by January 1 and shall be filed with the County Auditors of the Parties and the Department of Human Services. Upon approval of the final budget, the annual financial obligation of a Party to SCCBI shall not be increased without the consent of the Party's governing board.
- 4.6 Financial Rules. Any additional rules concerning the financing of the SCCBI and the disbursement of funds may be adopted by the Board providing they are not inconsistent with the provisions contained in this Agreement or state statutes.
- 4.7 Fiscal Year. The fiscal year of the SCCBI shall be January 1 through December 31.
- 4.8 Employees. The Board may hire or authorize the hiring of such staff, as it sees fit, and shall be the employer of all employees of SCCBI. The Board shall hire and appoint a Regional Mental Health Manager who shall be responsible for the overall administration of the SCCBI and carrying out the day-to-day operations. The Board may adopt such personnel policies as it shall deem appropriate.
- 4.9 Grants. The Board may accept grants and administer grants on behalf of itself and Parties to this Agreement.
- 4.10 Gifts. The Board may accept any gift provided for SCCBI operations as provided in Minnesota Statutes.
- 4.11 Contracts. The Board may enter into contracts, leases or agreements whenever the Board shall deem such action to be advisable. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law.
- 4.12 Insurance. The Board shall obtain auto insurance as required by law, and may obtain such other insurance it deems necessary, including liability and property, to indemnify SCCBI, the Board and Parties for actions of the Board and its members arising out of this Agreement, and subject to Article 6.

- 4.13 Meetings. Meetings of the Board shall be held in accordance with the Minnesota Open Meeting law, Minnesota Chapter 13D.
- 4.14 Principal Location. The Board shall maintain its principal and legal office in Mankato, Minnesota – Blue Earth County and may establish offices in other Member Counties as it may be deemed appropriate.
- 4.15 Books and Records. The books and records, including minutes and the original fully executed Joint Powers Agreement shall be subject to the provisions of Minnesota Statutes Chapters 13 and 13D and Minn. Stat. § 16C.05, Subd. 5. They shall be maintained at its principal office in Mankato, Minnesota – Blue Earth County.
- 4.16 Member Services. The Board may establish a method of allocating charges to Parties based upon the level of services provided or by population, consistent with the terms of the applicable grants and the allocation of staff.

ARTICLE 5 FACILITIES, EQUIPMENT AND PROPERTY

- 5.1 The parties shall provide facilities, furniture, and equipment within their County for the provision of services under this agreement, unless SCCBI enters into a separate lease. Any furniture or other property provided by a Party shall remain the property of the Party in the event of dissolution or withdrawal.
- 5.2 The Parties agree to ensure that the facilities will provide for the confidential operation of services and staffing needs.
- 5.3 The SCCBI shall only be responsible for insuring property owned by the SCCBI. Furniture, buildings, equipment and other assets owned by the Parties will not be insured by the SCCBI.

ARTICLE 6 INDEMNIFICATION AND HOLD HARMLESS

- 6.1. The SCCBI shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. SCCBI 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 M.S. 466.

- 6.2. The SCCBI shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses because of the action or inaction of the Board and/or employees and/or the agents of the SCCBI. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.
- 6.3 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 purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b); 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.
- 6.4 The Parties to 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.
- 6.5 Under no circumstances shall a Party be required to pay, on behalf of itself or other parties, any amount in excess of the limits of liability established in Minn. Stat. Chapter 466, applicable to any third-party claim or action. The statutory limits of liability for some, or all, of the Parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim or action.

ARTICLE 7

COUNTY PROCEDURE TO JOIN

- 7.1 If an eligible entity wishes to join the SCCBI, it may make written application to the Board no later than July 1 of the year prior to membership becoming effective January 1. The application shall consist of a Board resolution containing language to indicate full acceptance of the contents of this Agreement.
- 7.2 The applying entity shall formally submit the adopted Board resolution under cover to the SCCBI Board Chair and Vice Chair for distribution to the Board. The Board shall meet to review the application.
- 7.3 The application to join shall be voted on by the individual governing boards of the Parties. Upon a two - thirds (2/3) approval of the Parties who have not given a notice to withdraw pursuant to Article 8, the request to join will be approved. The

SCCBI Chair or designee will notify the Chair of the entity seeking to join of the decision.

- 7.4 At the time of application, the entity applying for membership shall have access to all budget and financial information, including the last audit report, regarding the SCCBI.

ARTICLE 8 RIGHT TO WITHDRAWAL

- 8.1 A Party may withdraw from this Agreement by adopting a resolution which specifically contains language of its “Notice to Withdraw.” The withdrawing Party’s governing board’s resolution shall be submitted under cover letter and sent via certified mail to each Party to this Agreement and the Chair, Vice Chair and Regional Mental Health Manager of SCCBI. The Notice must be received by October 1 to be effective December 31. Withdrawal may occur at an earlier time by agreement of a two-thirds (2/3) majority vote of the non-withdrawing Parties on the Board and the withdrawing Party.
- 8.2 If any Party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties. Notwithstanding a Party’s authority to withdraw, this Agreement and the Board created hereby shall continue in force until the Agreement is terminated pursuant to Article 9.
- 8.3 Following its withdrawal from this Agreement, the withdrawing Party shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other member counties and SCCBI. The withdrawing Party shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its intent to withdraw.
- 8.4 All property and records of SCCBI shall be returned by the withdrawing Party. The withdrawing Party may retain copies of public data at its expense.
- 8.5 The withdrawing Party shall not be entitled to a refund of fees paid to the SCCBI prior to the effective date of withdrawal.
- 8.6 The Parties continuing this Agreement and the Joint Powers Board created hereby shall indemnify, defend, and hold harmless any withdrawing Party who has withdrawn in accordance with the terms of this Agreement.

- 8.7 Notwithstanding Article 3, upon notice of withdrawal being served pursuant to § 7.1, the Board member and Alternate of the withdrawing member county shall no longer have voting rights on the Board.

ARTICLE 9 TERMINATION

- 9.1 This Agreement is effective the 1st day of June 2018 and replaces and supersedes all prior agreements between the parties with respect to the powers and duties expressed herein.
- 9.2 This Agreement shall be effective with respect to a Party upon approval of its governing body and the signature of the official with authority to bind the entity. This Agreement shall be in effect only with respect to the Parties who have approved and signed it.
- 9.3 This Agreement continues in force until terminated by the respective governing boards of the two-thirds (2/3) of the Parties who have not given a notice to withdraw.
- 9.3.1 A Party which has given notice of withdrawal or who as withdrawn in a previous year shall not be counted under this subsection.
- 9.4 Effects of Termination. Termination shall not discharge any liability incurred by the Board or SCCBI during the term of the Agreement. Financial obligations of SCCBI shall continue until discharged by law.
- 9.5 Winding-up and Distribution. Upon termination of this Agreement, SCCBI shall be dissolved. The Board shall continue to exist after dissolution as long as necessary to wind-up and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any surplus shall be distributed in accordance with grantor agreement of the State of Minnesota or otherwise in proportion to the total population of the counties that are Parties to the Agreement as reported by the most recent census. Any distribution or unused fund or surplus property would go only to those Parties who were Parties as of the effective date of the termination of this Agreement

ARTICLE 10 GOVERNING LAW, FINALITY, SEVERABILITY

- 10.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the

terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.

- 10.2 Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 10.3 Reservation of Authority. All responsibilities not specifically set out to be jointly exercised by the Board under this agreement are hereby reserved to the parties and each of them. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide the services contemplated for this Agreement.
- 10.4 Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement
- 10.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Fully executed copies shall be provided to all Parties.

IN **WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Each Party must complete the following. An original of each Party's execution of the Agreement should be attached to the Agreement and remain in a permanent file.

Approved as to form and execution: COUNTY OF Le Sueur

County Attorney/Date

By: _____
Chair of Board

Date of Signature: _____

Attest: _____
Clerk of Board