



**Request for City Council Committee Action
From the City Attorney's Office**

Date: August 18, 2009
To: Intergovernmental Relations Committee
Referral to: City Council

Subject: Amendment and Renewal of Youth Coordinating Board Joint Powers Agreement.

Recommendation: That your committee recommends approval of the renewal of the Youth Coordinating Board Joint Powers Agreement among the City of Minneapolis Special School District 1, the Park and Recreation Board of the City of Minneapolis, and Hennepin County, to include an annual contribution increase from \$56,350 to 64,803 to be effective 2/11/09 until 12/31/13.

Previous Directives: None.

Prepared by: Robin Hennessy, Assistant City Attorney Phone: (612) 673-2625

Approved by: _____
Ann DeGroot, Executive Director
Youth Coordinating Board

Presenter in Committee: Ann DeGroot, Executive Director

Financial Impact (Check those that apply)

- No financial impact (If checked, go directly to Background/Supporting Information).
 Action requires an appropriation increase to the _____ Capital Budget or _____ Operating Budget.
 Action provides increased revenue for appropriation increase.
 Action requires use of contingency or reserves.
 Business Plan: _____ Action is within the plan. _____ Action requires a change to plan. _
 Other financial impact (Explain): Payment from Fund/Org. 06900-1500100-145280 and
 Request provided to department's finance contact when provided to the Committee Coordinator.

Background/Supporting Information

In 1985 the Minnesota Legislature authorized the creation of a joint powers organization entitled, "The Youth Coordinating Board." The authorized, participating local governments consisted of the City of Minneapolis, Hennepin County, the Library Board of the City of Minneapolis, the Minneapolis Park Board and the Minneapolis School Board. The foregoing entities approved a joint powers agreement and, in December of 1985, the Youth Coordinating Board was officially formed.

The stated purposes of the Youth Coordinating Board ("YCB") are to, "improve the ability of public agencies and services to promote the health, safety, education and development of the community's children and youth and to create an organizational structure to improve coordination among the

agencies and services and to accomplish that objective by strengthening and providing an improved means to identify and remedy conditions that hinder or prevent the community's children and youth from becoming healthy, productive members of society."

The original, 1985 Joint Powers Agreement ("JPA") was renewed in 1995, 2000, and most recently on January 1, 2006, for an additional period of "approximately 5 years." The YCB has since determined that three of the parties previously named to its board of directors and/or as a party to the JPA are no longer warranted or legally justified; namely, "the Library Board of the City of Minneapolis," and "each of the chairpersons of the Minneapolis delegation to the Minnesota House of Representatives and to the Minnesota Senate." Given the foregoing, the YCB has approved and is recommending amended and restated terms in advance of its otherwise forthcoming termination date of December 31, 2010. The proposed amendments would eliminate the foregoing unwarranted parties and would also serve to extend the JPA termination date for an additional five year period.

Additionally, the YCB approved annual contributions from each remaining party to the JPA at its Board of Directors meeting held on February 11, 2009, in the following amounts:

City Council	\$64,803
Hennepin County	\$64,803
School District	\$64,803
Park Board	\$14,415

Finally, the YCB has approved and recommends modifications to the JPA that serve to streamline and clarify non-substantive, housekeeping matters.

All of the remaining participating parties to the JPA must authorize their continued membership in the Youth Coordinating Board and approve the recommended amended and restated terms. The Amended and Restated Agreement for a Minneapolis Youth Coordinating Board is attached for consideration and approval.

AMENDED AND RESTATED AGREEMENT

FOR A

MINNEAPOLIS YOUTH COORDINATING BOARD

THIS AGREEMENT is entered among the following eligible government agencies that choose to participate in this Agreement (“Participating Parties”): The City of Minneapolis (“City”), the Special School District No. 1 (“School District”), the Park and Recreation Board of the City of Minneapolis (“Park Board”), and the County of Hennepin (“County”).

WHEREAS, the Participating Parties, pursuant to Chapter 91, Laws of Minnesota for 1985, entered into an Agreement dated December 30, 1985 for the establishment of a Youth Coordinating Board as amended by agreement of December 31, 1995 which by its terms terminates on December 31, 2000, and as amended by agreement of January 1, 2001 which by its terms terminates on December 31, 2005 and as amended by agreement of January 1, 2006 which by its term terminates on December 31, 2010.

WHEREAS, the Participating Parties are desirous of operating under the following amended and restated terms as of February 11, 2009, for an extended future term of approximately 5 years.

NOW, THEREFORE, the Agreement dated December 30, 1985 is amended to be read as follows:

SECTION 1

Youth Coordinating Board

1.1 **Establishment.** There is hereby established the “Minneapolis Youth Coordinating Board” (the “Coordinating Board”), whose membership shall be selected in accordance with the provisions of this section of whose duties shall be to carry out the purposes contained therein.

The Coordinating Board shall be a public entity, separate from its party bodies and shall not be deemed to be an agent or partner of the parties to this Agreement, the parties shall not be liable for the actions of the YCB Governing Board.

The Coordinating Board shall act through its YCB Governing Board as set out in Section 1.2 herein, and representatives designated by its YCB Governing Board in accordance with the powers stated in this Agreement.

1.2 **Membership.** The Coordinating Board shall consist of the following voting members (the “YCB Governing Board”): the chairperson or a presiding officer from each Participating Party or such other member of the respective Participating Party so designated by the Participating Party so designated by the governing body, as applicable; one additional member from each of the Minneapolis City Council and

School Board; two additional members of the County Board; the Mayor of Minneapolis; the Hennepin County Attorney or a designee thereof; and one of the judges of Hennepin County assigned to the Juvenile Court and designated by the Chief Judge of the District Court.

The YCB Governing Board shall jointly exercise such powers and authorities as are necessary to achieve the purposes of this Agreement.

YCB Governing Board terms shall commence on January 1st of each calendar year and end on January 1st of the next succeeding year, or until a successor is appointed by the applicable party.

1.3 Officers. At the January/February meeting or the next regular meeting of the YCB Governing Board, the YCB Governing Board shall elect from among its members a chairperson, a vice-chairperson, a secretary, and such other officers as it deems necessary to carry out its purposes. All such officers shall hold office for a term of one year and until their duly elected successors have been selected by the YCB Governing Board. An officer may serve only while a member of the YCB Governing Board. No officer shall serve for more than two (2) successive full terms. A vacancy in an office shall be filled from the membership of the YCB Governing Board by election for the remainder of the unexpired term for such of office.

1.4. Quorum. One-half of the YCB Governing Board members shall constitute a quorum.

1.45 Actions of the YCB Governing Board. On all matters other than budget, a vote of a majority of the members present at a meeting at which quorum is present shall be sufficient for approval.

1.5 Meetings. The YCB Governing Board shall fix the time and place for regular meetings. The Chairperson shall have the power to call special meetings of the YCB Governing Board. The Coordinating Board Director shall ensure that notice by email, mail or personal delivery shall be given of the time and place of the meeting to all YCB Governing Board Members.

1.6 Compensation and Expenses. The YCB Governing Board shall not be entitled to compensation for attending meetings or performing other services as a member of the YCB Governing Board, but may be reimbursed for actual expenses incurred as determined by the Executive Committee.

1.7 Finance Officer. The Finance Officer of the City of Minneapolis shall be the Finance Officer of the YCB Governing Board.

1.8. Legal Counsel. The City Attorney of the City of Minneapolis shall provide legal counsel to the YCB Governing Board. In the event of a conflict of interest or if additional legal services are required, the Hennepin County Attorney shall be requested to provide such necessary service.

SECTION 2

Purposes

2.1. Purposes. The purpose of this Agreement is to improve the ability of public agencies and services to promote the health, safety, education and development of the community's children and youth and to create an organizational structure to improve coordination among the agencies and services and to accomplish that objective by strengthening and providing an improved means to identify and remedy conditions that hinder or prevent the community's children and youth from becoming healthy, productive members of society.

SECTION 3

Board Powers

3.1. General Powers. The Coordinating Board, acting through its YCB Governing Board, is hereby authorized to exercise such powers granted under the provisions of Chapter 91, Laws of Minnesota for 1985 that are common to each of the Participating Parties, and such other statutory authority held in common by the Participating Parties, that is necessary and proper to promote and facilitate the purposes of the Agreement.

3.2. Employment. The Coordinating Board may employ permanent and temporary employees, as it may require, and determine their qualifications, duties and compensation.

3.3. Local Services. The Coordinating Board may use the services of the Participating Parties if the Participating Parties can reasonably accommodate the request and agree to furnish such services, staff assistance and information in the possession of the Party as requested by the Board.

3.4 Contracts. The Coordinating Board may execute such contracts or other instruments as necessary for the purposes set forth in SECTION 2. All contracts and other instruments shall be signed on behalf of the Coordinating Board by the Chairperson of the YCB Governing Board, the Director of the Coordinating Board and the City Attorney's Office. No member or employee of the Coordinating Board shall be directly or indirectly interested in any contract by the Coordinating Board with third parties. The provisions of the Uniform Municipal Contracting Law, Minn. Statutes, section 471.345 shall apply to the Coordinating Board.

3.5. Committees. The Coordinating Board may appoint such committees as it deems necessary. The committees so appointed may include non Coordinating Board members, but must include one member of the Coordinating Board.

3.6. Expenditures. The Coordinating Board may receive and expend funds from public and private sources for any of its purposes. The Coordinating Board may accept gifts or grants of money or other property for any of the purposes of the Coordinating Board and may hold, use and dispose of such money or property in accordance with the terms thereof.

3.7. Liability Insurance. The Coordinating Board may sue and be sued in its own name, secure public liability insurance with such limits as it deems appropriate and may otherwise take action to enforce its rights in equity or in law. However, the Coordinating Board may self-insure up to the amount of its annual base budget. To the extent applicable in law, the terms of the Minnesota Statutes Ch. 466 apply to limit the liability of the Coordinating Board.

3.8 By-laws. The Coordinating Board shall have the power to adopt such by-laws that it may deem necessary or desirable for the conduct of the business of the Coordinating Board. Such by-laws shall be consistent with this Agreement and any applicable laws or regulations and shall address the requirements for a quorum of the YCB Governing Board, but, at a minimum, a majority of the YCB Governing Board shall constitute a quorum and no business shall be done unless voted for by a majority of the whole YCB Governing Board, but less than a majority may adjourn. The by-laws may provide for the appointment by the YCB Governing Board of ex officio, non-voting members to the YCB Governing Board.

3.9 Property. The Coordinating Board may hold only such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.

3.10 Debts. The Coordinating Board may incur debts, liabilities, or obligations which do not constitute a debt of any of the Participating Parties. The YCB Governing Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Participating Parties.

SECTION 4

Financing

4.1. Funding. Operating funds of the Coordinating Board shall be provided and furnished in each calendar year commencing January 1, 2006 and thereafter by each of the Participating Parties as follows:

City Council	\$64,803
Hennepin County	\$64,803
School District	\$64,803
Park Board	\$14,415

Such funds shall be provided by the Participating Parties within thirty (30) days of written notice of budget approval sent by the Director of the Coordinating Board. With the support of three of the four Participating Parties, the Coordinating Board may request an increase in these amounts by up to an additional 20 (twenty) percent for the duration of this Agreement.

4.2. Base Budget. Each year the YCB Governing Board shall prepare an annual base budget ("Budget") for the ensuing calendar year. The Budget shall show estimated expenses of operation and the amount to be paid by each of the Participating Parties. If a majority of the YCB Governing Board vote in favor of the budget and if

those voting in favor include half or more of the representatives of the Participating Parties, the Budget shall be deemed approved. The YCB Governing Board may amend the Budget consistent with the terms of this section as it deems necessary.

4.3. Interest. Any and all interest accrued on cash balances shall be added to the present Budget.

SECTION 5

Effective Date and Transition

5.1. Effective Date. The Agreement shall be effective as of January 1, 2006, if agreed to by all four (4) of the Participating Parties and shall supersede the Agreement dated January 1, 2001. If an eligible Participating Party shall consent to be a party to this Agreement after the effective date hereof, that Participating Party shall thereafter have representation on the YCB Governing Board as herein provided and shall make a pro-rata payment on the base budget for the balance of the calendar year remaining, and for each calendar year thereafter in accordance with this agreement.

5.2. Termination. This Agreement shall terminate upon the occurrence of any one of the following events:

- (1) On December 31, 2011, unless terminated sooner upon written agreement by at least two Participating Parties.
- (2) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.

Upon termination of this Agreement, all property of the Coordinating Board shall be sold and the proceeds thereof, together with moneys on hand after payment of all obligations, shall be distributed to the Participating Parties in the same ration used for the operating funds set forth in Section 4.1 hereof.

5.3. Execution. The Agreement may be executed in any manner as determined by each Participating Party.

SECTION 6

Liability

6.1 Liability. The Youth Coordinating Board is the entity responsible for its acts and omissions and for the acts and omissions of its employees and agents and participating entities, to the extent permitted by law. To the extent any of the Participating Parties or their commissioners, officers, employees or agents are sued on account of their acts or omissions as part of the YCB, this agreement is intended to disclaim any liability for the Participating Parties or their commissioners, officers, employees or agents except as provided herein with respect to workers' compensation benefits. However, in the event a court of competent jurisdiction were otherwise to find that one of the Participating Parties were liable, each Participating Party agrees that it will be responsible for its own acts and omissions, the acts and omissions of its commissioners, officers and

employees and any liability resulting there from to the extent authorized by law. No Participating Party shall be responsible for the acts of the others and the results thereof. Each Participating Party acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statute. Each Participating Party agrees to promptly notify all other Participating Parties if it becomes aware of any potential YCB Governing Board related claim(s) or facts giving rise to such claims.

Each Participating Party shall be responsible for injuries to or death of its own personnel. Each Participating Party will maintain workers' compensation insurance or self-insurance coverage covering its own personnel while they are assigned to the Board or are otherwise participating in or assisting with YCB Governing Board operations or activities. Each Participating Party waives the right to, and agrees that it will not, bring any claim or suit against the YCB Governing Board or any other Participating Party for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with YCB Governing Board operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Participating Party or its officers, employees, or volunteers.

Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Participating Party's statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes Chapter 466. Further, the Participating Party's obligations set forth in this Article and otherwise in this Agreement, are expressly limited by the provisions of Minnesota Statutes Chapter 466, Minnesota Statutes Chapter 604, Minnesota Statutes Section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Participating Parties and to the Coordinating Board.

SECTION 7

Miscellaneous Provisions

7.1. Amendment. During the term of this Agreement it may be amended by unanimous consent of the Participating Parties.

7.2. Records. The YCB Governing Board shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the YCB Governing Board shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5.

7.3 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

7.4 Entire Agreement. This Agreement constitutes the entire agreement between the Participating Parties and supersedes all prior written or oral agreements relating to the formation of the YCB Governing Board.

IN WITNESS WHEREOF, the participating Parties have executed this agreement on the day and year affixed opposite their signature.

CITY OF MINNEAPOLIS by

Date: _____

Countersigned:

Minneapolis Finance Officer

Date: _____

Approved as to form and execution:

Assistant City Attorney

Date: _____

MINNEAPOLIS PUBLIC SCHOOL BOARD by

Date: _____

HENNEPIN COUNTY by

Date: _____

MINNEAPOLIS PARK/RECREATION BOARD by

Date: _____

MINNEAPOLIS YOUTH COORDINATING BOARD by

Date: _____

Approved as to form and execution:

Assistant County Attorney

Date: _____