



Request for City Council Committee Action From the Youth Coordinating Board

Date: September 1, 2005
To: Intergovernmental Relations Committee
Referral to: City Council

Subject: Renewal of Youth Coordinating Board Joint Powers Agreement

Recommendation: That your Committee approve the renewal of the attached Youth Coordinating Board Joint Powers Agreement.

Previous Directives:

Prepared by: Burt T. Osborne, Assistant City Attorney Phone: 673-2473

Approved by: _____
Judith Kahn, Director
Youth Coordinating Board

Presenter in Committee: Judith Kahn, Director

Financial Impact (Check those that apply)

- Action is within current department budget.
(If checked, go directly to Background/Supporting Information)
- Action requires an appropriation increase to the Capital Budget
- Action requires an appropriation increase to the Operating Budget
- Action provides increased revenue for appropriation increase
- Action requires use of contingency or reserves
- Other financial impact (Explain):
- Request provided to the Budget Office when provided to the Committee Coordinator

Background/Supporting Information

In 1985 the Minnesota Legislature authorized the creation of a joint powers organization that it titled the "Youth Coordinating Board." The authorized local governments consisting of the City of Minneapolis, Hennepin County, the Library Board, the Park Board and the Minneapolis School Board approved a joint powers agreement and in December of 1985, the Youth Coordinating Board was formed.

The stated purposes of the Youth Coordinating Board 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 was renewed in 1995 and again in 2000. The 2000 joint powers agreement terminates on December 31, 2005. Accordingly, all of the participating local governments must authorize their continued membership in the Youth Coordinating Board.

The substantive changes that have been approved by the current officers of the Youth Coordinating Board include a small increase in the annual contributions from each of the participating government agencies. Those increases are apparent on page 3 of the redlined joint powers agreement prepared by the City Attorney's Office. The City's, the County's and the School Board's annual contribution would be increased from \$49,000 to \$56,350 for the proposed 5-year term of the new agreement. The other substantive and non-substantive changes to the proposed joint powers agreement are non-controversial housekeeping changes.

The redlined version of the joint powers agreement set to expire on December 31, 2005, and the proposed new joint powers agreement are attached.

AGREEMENT

FOR A

MINNEAPOLIS YOUTH COORDINATING BOARD

~~THIS AGREEMENT, made and is entered into those governmental agencies consenting hereto (hereinafter called the Participating Parties) from among the following eligible government agencies that choose to participate in this Agreement parties (hereinafter called the Eligible Parties) ("Participating Parties"): The City of Minneapolis, a Minnesota municipal corporation, hereinafter called ("City"), the Special School District No. 1 (Minneapolis), a Minnesota political subdivision, hereinafter called the ("School District"), the Library Board of the City of Minneapolis, a public body of corporate and politic, hereinafter called ("Library Board"), the Park and Recreation of the City of Minneapolis, a public body, corporate and politic, hereinafter called the ("Park Board"), and the County of Hennepin a Minnesota political subdivision, hereinafter called the ("County").~~

WITNESSETH:

~~WHEREAS, the Eligible 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~~

~~WHEREAS, the Participating Parties are desirous of continuing and maintaining the Youth Coordinating Board within the City of Minneapolis for a 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 "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.

1.2 **Membership.** The Board shall consist of the following members: the chairperson or presiding officers of each Participating Party or such other member of the respective governing body designated by the governing body with the concurrence of its chairperson or presiding officer, and one additional member of City Council, School Board and County Board (where such body is one of the Participating Parties) to be designated by the respective governing body, together with the Mayor of Minneapolis, the Hennepin County Attorney, one of the judges of Hennepin County assigned to the Juvenile Court and designated by the Chief Judge of the District Court, and each of the chairpersons of the Minneapolis delegation to the Minnesota House of Representatives and to the Minnesota Senate or such other member of the respective delegations designated by the delegation with the concurrence of its chair.

1.3 Officers. At the January/February meeting or the next regular meeting of the Board, the 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 Board. An officer may serve only while a member of the 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 Board by election for the remainder of the unexpired term for such of office.

1.4. Quorum. One-half of the board members shall constitute a quorum.

1.45 Actions of the 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 Board shall fix the time and place for regular meetings. The Chairperson shall have the power to call special meetings of the Board. ~~Written~~ The Board Director shall ensure that notice by email, mail or personal delivery service shall be given of the time and place of the meeting to all Board Members. ~~The Board shall hold a meeting at least once a year at which time officers shall be elected.~~

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

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

1.8. Legal Counsel. The City Attorney of the City of Minneapolis shall provide legal counsel to the 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. ~~It is~~ The purposes of the ~~Participating Parties to this Agreement in creating a Youth Coordinating Board~~ 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 ~~which~~ that hinder or prevent the community's children and youth from becoming healthy, productive members of society.

SECTION 3

Board Powers

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

3.2. Local Services. The 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.

3.3 Contracts. The 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 Board by the Chairperson of the Board, the Director of the Board and the City Attorney's Office at least two officers.** No member or employee of the Board shall be directly or indirectly interested in any contract by the Board with third Parties. ~~In making any contract or rental agreement or the construction, alteration repair or maintenance of real or personal property.~~ The provisions of the Uniform Municipal Contracting Law, Minn. Statutes, section 471.345 shall apply to the Board.

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

3.5. Expenditures. The Board may receive and expend funds from public and private sources for its purposes. The Board may accept gifts or grants of money or other property for the purposes ~~described herein~~ of the Board.

3.6. Liability Insurance. The Board may secure public liability insurance with such limits as it deems appropriate. However, the 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 Board.

3.7. General. The Board may take all such other actions as are necessary or convenient to carry out its purposes.

SECTION 4

Financing

4.1. Funding. Operating funds of the Board shall be provided and furnished in each calendar year commencing January 1, 2004~~6~~ and thereafter by each of the Participating Parties as follows in accordance with the following schedule:

City Council	\$49,000 <u>56,350</u>
Hennepin County	\$49,000 <u>56,350</u>
School District	\$49,000 <u>56,350</u>
Park Board	\$10,900 <u>12,535</u>
Library Board	\$ 5,460 <u>6,279</u>

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 Board. With the support of four of the five Participating Parties, the Board may request an increase in these amounts by up to an additional 15 (fifteen) percent for the duration of this Agreement.

4.2. Base Budget. Each year the Board shall prepare an annual base 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 ~~to be apportioned among them in the same ration used for the operating funds as set fourth in subsection 4.1 herein.~~ If a majority of the 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. ~~After the base budget has been approved, the Board shall give written notice to each of the Participating Parties of the amount owing by the Party. **The funds for such budget shall be provided by the Parties within thirty (30) days of written notice.**~~ The Board may amend the annual base budget consistent with the terms of this section as it deems necessary.

~~**4.3. Supplementary Budget.** The Board may prepare and provide a supplementary budget in addition to the base budget. Any funding of the supplementary budget shall be voluntary upon any of the Parties Revenues and income from gifts or grants and sources other than public funds provided under subsections 4.1 and 4.2 hereof shall be allocated to the supplementary budget. The supplementary budget shall be approved in the same manner as the base budget.~~

4.4. Interest. Any and all interest accrued on cash balances shall be added determined within ninety (90) days of the close for a calendar year and re-apportioned to the present budget of the Board.

SECTION 5

Effective Date and Transition

5.1. Effective Date. The Agreement shall be effective as of January 1, 2005~~6~~, if agreed to by at least four (4) of the eligible government agencies ~~Eligible Parties~~ and shall supersede the Agreement dated January 1, 2001 ~~December 31, 1995~~. If an ~~Eligible Party~~ eligible government agency shall consent to be a party to this Agreement after the effective date hereof, that Participating Party shall thereafter have representation on the 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 on December 31, 2010 ~~2005~~, unless terminated sooner upon written agreement by at least two eligible government agencies ~~thirds of the Participating Parties~~. Upon termination of this Agreement, all property of the 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. Counterparts Execution. The Agreement may be executed in any manner as determined by each eligible government agency. ~~number of counterparts, each of which shall be an original and all of which together shall constitute and be constructed as one and the same instrument.~~

SECTION 6

Amendment

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

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

CITY OF MINNEAPOLIS by

Date: _____

MINNEAPOLIS PUBLIC SCHOOL BOARD by

Date: _____

HENNEPIN COUNTY by

Date: _____

MINNEAPOLIS PARK/RECREATION BOARD by

Date: _____

MINNEAPOLIS PUBLIC LIBRARY BOARD by

Date: _____

MINNEAPOLIS YOUTH COORDINATING BOARD by

Date: _____

Approved as to form and execution:

Assistant County Attorney

Date: _____

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 (“Minneapolis (“School District”)), the Library Board of the City of Minneapolis (“Library Board”), the Park and Recreation 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

WHEREAS, the Participating Parties are desirous of continuing and maintaining the Youth Coordinating Board within the City of Minneapolis for a 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 “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.

1.2 Membership. The Board shall consist of the following members: the chairperson or presiding officers of each Participating Party or such other member of the respective governing body designated by the governing body with the concurrence of its chairperson or presiding officer, and one additional member of City Council, School Board and County Board (where such body is one of the Participating Parties) to be designated by the respective governing body, together with the Mayor of Minneapolis, the Hennepin County Attorney, one of the judges of Hennepin County assigned to the Juvenile Court and designated by the Chief Judge of the District Court, and each of the chairpersons of the Minneapolis delegation to the Minnesota House of Representatives and to the Minnesota Senate or such other member of the respective delegations designated by the delegation with the concurrence of its chair.

1.3 Officers. At the January/February meeting or the next regular meeting of the Board, the 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 Board. An officer may serve only while a member of the 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 Board by election for the remainder of the unexpired term for such of office.

1.4. Quorum. One-half of the board members shall constitute a quorum.

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1.5 Meetings. The Board shall fix the time and place for regular meetings. The Chairperson shall have the power to call special meetings of the Board. The 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 Board Members.

1.6 Compensation and Expenses. The Board shall not be entitled to compensation for attending meetings or performing other services as a member of the 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 Board.

1.8. Legal Counsel. The City Attorney of the City of Minneapolis shall provide legal counsel to the 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 purposes of the Youth Coordinating Board 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.

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

3.2. Local Services. The 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.

3.3 Contracts. The 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 Board by the Chairperson of the Board, the Director of the Board and the City Attorney's Office. No member or employee of the Board shall be directly or indirectly interested in

any contract by the Board with third parties. The provisions of the Uniform Municipal Contracting Law, Minn. Statutes, section 471.345 shall apply to the Board.

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3.7. General. The Board may take all such other actions as are necessary or convenient to carry out its purposes.

SECTION 4

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

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Hennepin County	\$56,350
School District	\$56,350
Park Board	\$12,535
Library Board	\$ 6,279

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 Board. With the support of four of the five Participating Parties, the Board may request an increase in these amounts by up to an additional 15 (fifteen) percent for the duration of this Agreement.

4.2. Base Budget. Each year the Board shall prepare an annual base 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 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 Board may amend the annual base 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 of the Board.

SECTION 5

Effective Date and Transition

5.1. Effective Date. The Agreement shall be effective as of January 1, 2006, if agreed to by at least four (4) of the eligible government agencies and shall supersede the Agreement dated January 1, 2001. If an eligible government agency shall consent to be a party to this Agreement after the effective date hereof, that Participating Party shall thereafter have representation on the 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 on December 31, 2010, unless terminated sooner upon written agreement by at least two eligible government agencies. Upon termination of this Agreement, all property of the 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 eligible government agency.

SECTION 6

Amendment

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

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

CITY OF MINNEAPOLIS by

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Date: _____

HENNEPIN COUNTY by

Date: _____

MINNEAPOLIS PARK/RECREATION BOARD by

Date: _____

MINNEAPOLIS PUBLIC LIBRARY BOARD by

Date: _____

MINNEAPOLIS YOUTH COORDINATING BOARD by

Date: _____

Approved as to form and execution:

Assistant County Attorney

Date: _____