

RESTATED JOINT POWERS AGREEMENT
REGION 4 SOUTH MENTAL HEALTH CONSORTIUM

This agreement made and entered by and between Douglas County, Grant County, Pope County, Stevens County and Traverse County (hereinafter collectively the “counties” and individually a “county”) pursuant to Minnesota Statutes §471.59, the Joint Powers Act, each of the parties having been duly authorized to enter into this Agreement by its respective Board of Commissioners.

RECITALS

WHEREAS, Douglas, Grant, Pope, Stevens and Traverse Counties are required to provide Adult Mental Services under the Comprehensive Mental Health Act; and

WHEREAS, Minnesota Statutes Chapter 245 establishes funding for projects to establish alternatives in the delivery of adult mental health services; and

WHEREAS, the Region 4 South Mental Health Initiative has received grant funding, with Grant County serving as host fiscal agent; and

WHEREAS, grant funds will be used for the purposes set forth under the Comprehensive Mental Health Act and Minnesota Statutes; and

WHEREAS, the Counties desire to define their respective and collective rights and responsibilities with respect to the above; and

WHEREAS, the Counties desire to define the mechanisms through which the Consortium will function and operate.

WHEREAS, Grant and Pope County Social Services merged to form Western Prairie Human Services, a Joint Powers entity, effective January 1, 2022. Grant County was previously designated as fiscal host. This agreement is being amended in part to authorize Western Prairie Human Services to be the new fiscal host.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the aforementioned Counties agree as follows:

AGREEMENT

1. JOINT POWERS. By this agreement, the aforementioned counties are jointly empowered to act on behalf of the several counties and to take such actions as may be necessary from time to time and be empowered by this agreement and subsequent amendments hereto. The name of the entity formed by this Joint Powers Agreement shall be the “Region 4 South Mental Health Consortium” (hereinafter “Consortium”). The Consortium shall have all the powers, duties, authorities, and responsibilities that are otherwise herein designated to the individual County Boards.

2. **GENERAL PURPOSE.** The purpose of the Consortium shall be to take actions and enter into such agreements as may be necessary to plan and develop, within the Consortium's geographic jurisdiction, a system of care that will serve the needs of adults with serious and persistent mental illness. This responsibility is jointly shared by the counties and is in accordance with Minnesota Statutes §245.465, *et sequitur*. The Consortium shall operate under the limited authority granted to it by its respective county boards of commissioners for the purposes outlined herein. The Consortium shall be the recipient of state proceeds, grants, or appropriations for the development of the systems of care described herein.

3. **ORGANIZATION.**

A. **Executive Commissioner Board.** The Governing Board, in order to be compliant with Minnesota Statutes §471.59, Subd. 11, will operate under the ultimate authority of the Executive Commissioner Board. The Executive Commissioner Board has the authority to direct and review the actions and duties of the Governing Board. The Executive Commissioner Board is composed of one (1) County Commissioner representative from each County Board within the five (5) county Consortium jurisdiction. The Chair or Vice Chair of the Executive Commissioner Board shall have the authority to call a special meeting of the Executive Commissioner Board. These representatives shall:

- i. Receive Governing Board information, at least monthly, as furnished by its delegate thereto;
- ii. Relate all pertinent information to their respective County Commissioner Boards;
- iii. Forward Commissioner Board recommendations, via their representative to the Governing Board; and
- iv. At the annual meeting of the Consortium, approve by motion, Consortium operations and the budget for the forthcoming two years.

B. **Governing Board.** The Governing Board shall consist of the following:

- i. Each County's Director of Social Services, Family Services, or Human Services, as the case may be or, in the event that such a Director serves multiple counties, a county employee currently working in the field of adult mental health, selected by the County Board of Commissioners and who spends a significant amount of their time working in the County they are chosen to represent, shall serve as the representative for a county not represented by its Director.

- ii. The five (5) County Commissioners who serve on the Executive Commissioner Board.
- iii. Three (3) consumers recommended by the Advisory Board and approved by the Governing Board, two (2) of whom shall serve a one (1) year term and one (1) who shall serve a two (2) year term. No two (2) consumers shall be from the same County, unless there are no other interested candidates and the vacancy goes unfilled for three (3) months.
- iv. Three (3) providers recommended by the Advisory Board and approved by the Governing Board, two (2) of whom shall serve a two (2) year term and one (1) who shall serve a one (1) year term.
- v. One representative from a Managed Care Organization (MCO), who shall serve a two (2) year term.
- vi. **Officers.**
 - a. The officers of the Governing Board shall consist of a Chair, a Vice-Chair, and a Secretary/Treasurer. The election of the Chair and Vice Chair shall be made at the December Governing Board with such appointments to take effect on January 1 of the following year. A vacancy in any office shall be filled promptly by the Governing Board, provided notice of such action is given to the Governing Board Members at least seven (7) calendar days prior to the meeting at which a vote on such action is to be taken.
 - b. **Chair.** The Chair shall preside at all Governing Board Meetings. The Chair's signature shall appear on all contracts and other official documents. The Chair shall be responsible for voicing official positions and statements which the Governing Board may formulate. The Chair shall generally perform all duties the Governing Board may designate.
 - c. **Vice Chair.** The Vice Chair shall assume the powers and duties of the Chair during periods of absence or incapacity and shall perform such additional duties and functions as the Governing Board may direct.
 - d. **Secretary/Treasurer.** The Secretary/Treasurer shall be the Director of Social Service for the County that serves as the Fiscal Host. The Secretary/Treasurer shall keep or designate a person to assist in keeping a record of all proceedings of the Governing Board, provide for the proper receipt and disbursement of fund, and perform all other duties normally assigned to the Secretary/Treasurer of a deliberative body. The Secretary/Treasurer's signature shall appear on all

contracts and other official documents. Accounting procedures and record systems shall conform to the rules and regulations of the Minnesota State Auditor and Minnesota Statutes, Chapter 13 (Government Data Practices Act). The Secretary/Treasurer shall act as a depository for all documents for property owned or leased by the Governing Body.

vii. **Voting and Quorum.**

- a. Each Governing Board member shall be entitled to one vote on Governing Board matters. Voting shall be by voice vote, provided that upon demand of any Governing Board member present at the meeting, voting upon any question shall be roll call vote, with the Secretary/Treasurer recording any vote of a member.
- b. A quorum shall consist of nine (9) voting members, except when a supermajority vote is required. When a supermajority vote is required a quorum shall consist of twelve (12) voting members.
- c. Governing Board action shall be determined by a majority of the votes cast at a meeting of the Governing Board, unless otherwise specified herein. Should the Governing Board take any vote that amends, contradicts, or fails to adopt a recommendation of the Advisory Board, then each member of the Governing member shall cast his/her vote individually and publicly. All individual votes taken of members of the Governing Board shall be recorded, become matters of public record, and provided to Advisory Board members prior to its next scheduled meeting.
- d. Contracts, policies, budgets and fiscal host must be approved by a supermajority of voting members. A supermajority shall be 12 voting members.
- e. The Governing Board shall operate according to Roberts Rules of Order.

viii. **Governing Board Meetings.**

- a. Regular meetings of the Governing Board shall be held at such times as determined necessary by the Governing Board, but at least quarterly.
- b. Special meetings may be called by the Chair or upon the request of two or more of the Governing Board members.

- c. Notice of meetings shall be mailed, e-mailed, or otherwise delivered to each Governing Board member at least three days before regular meetings of the Governing Board. Notices shall include an agenda containing those items to be considered.
 - d. All proceedings of the Governing Board and any committee or subgroup of the Governing Board shall be subject to the provisions of the Open Meeting Law, in each location where Governing Board members are present.
- ix. **Committees.** The Governing Board may constitute and convene such committees as it deems necessary and appropriate. The membership; duration, structure, if any; designation; and election of officers and operating procedures of any committee shall be determined by the Governing Board. The Chair, with the approval of the Governing Board, shall name the members and Chair of each committee.
- x. **Governing Board Duties and Responsibilities.** The Governing Board shall have and exercise all powers that may be necessary and convenient to enable it to perform and carry out the responsibilities conferred on it or contemplated by this agreement, or which may hereafter be imposed on it by law or contract. Such powers shall include the power to accept and disburse funds and to apply for state and federal funds necessary for the purposes set forth hereinabove and to apply, provided, however, that the Governing Board shall not be authorized to expend funds in excess of amounts contained in the budget presented to and approved by the Executive Commissioner Board. The Governing Board shall not have the authority to levy taxes or to require contribution from individual counties without the express consents of each individual county.
- xi. **Vacancy.** If there is a vacancy in the Governing Board as set forth in paragraphs 3B(i-iv) above, the entity having appointment authority (Advisory Board, etc.) shall select a replacement member at its next scheduled meeting or any other special meeting called for the purpose of appointing a successor. A vacancy occurs under any of the following circumstances:
- a. the death of a member;
 - b. the resignation of a member;
 - c. a finding that a member is incompetent;
 - d. a member is civilly committed;
 - e. a guardian and/or conservator is appointed to manage the personal and/or financial affairs of the member;
 - f. a member fails to attend three (3) consecutive meetings; or
 - g. the Governing Board, by majority vote, declares a vacancy for reasons other than those enumerated above.

C. Advisory Board (Conversations Group).

i. Advisory Board Composition/Voting.

- a. The membership of the Advisory Board shall be composed of those individuals attending from the following groups: Community Based Mental Health Vendors, Community Based Vendors (Public Health, Housing and Redevelopment Authorities, etc.), Ombudsman for Mental Health/Developmental Disabilities, Department of Human Services, Community Behavioral Health Hospital, any county's Local Advisory Council for Mental Health, County Commissioners, County Social/Family/Human Services Directors, Law Enforcement Officials, Manage Care Organization (MCO's), County Case Managers, Consumers of mental health services, and their family members, and such Consortium Staff as deemed advisable by the Consortium Coordinator.
- b. The Advisory Board Composition shall recommend action to the governing board by consensus of the entire group. Failure to reach consensus shall result in no action or position being taken.

- ii. **Advisory Board Duties and Responsibilities.** The Advisory Board shall discuss, investigate, and recommend to the Governing Board ways to improve the systems of care, mechanisms, and effective delivery of services that will serve the needs of adults with serious and persistent mental illness. The Advisory Board shall recommend consumer, provider, and MCO representatives to the Governing Board. The Advisory Board shall also perform and carry out the responsibilities conferred on it by this agreement, the Executive Commissioner Board, and the Governing Board.

4. FINANCIAL PARTICIPATION. The Governing Board shall have the authority to utilize funds received in the name of the Consortium for the purposes outlined herein.

5. FISCAL HOST. **Western Prairie Human Services** shall be the initial Fiscal Host for the Governing Board and/or Consortium. The Governing Board may designate any other county to act as fiscal host for the Governing Board and/or Consortium. The fiscal host shall establish an account to ensure proper record keeping of all the receipts and expenditures. This fiscal host is empowered to prepare a list of proposed obligations of the Board and Consortium, including expenses incurred by the fiscal host, and present them, at regular intervals, to the Governing Board for approval. There shall be strict accountability for all funds and complete reporting of all receipts and disbursements by the fiscal host. The fiscal host shall receive for deposit all gifts, grants, and funds directed to the Governing Board from any source whatsoever.

6. **FISCAL YEAR.** The fiscal year for the Governing Board and the Consortium shall be a calendar year, January 1 through December 31.

7. **LIABILITY/INDEMNIFICATION.** Each member county understands that this Consortium constitutes a separate and distinct political subdivision, which creates the possibility of liability and damages. The joint powers entity herein known as the Region 4 Mental Health Consortium shall be responsible to provide appropriate liability insurance, and the Region 4 Mental Health Consortium shall fully indemnify and hold harmless the constituent member counties against all claims, losses, damages, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Consortium, its employees, or constituent Member's employees assigned to the Consortium. It being the understanding and intent of the parties that the Joint Power Entity created hereunder shall assume the liability and damages resulting from all actions taken by its boards, employees, and others performing duties associated with the Consortium and that liability and damages, to the extent allowed by law, shall not extend to the member counties. Nothing in this agreement or this agreement to indemnify and hold harmless shall constitute a waiver by any Members of limitation on liability by Minnesota State Statutes, Chapter 466.

8. **WITHDRAWAL.**

- A. Any participating county may, by resolution of its governing body, notify the Chair of the Governing Board of its intention to withdraw from the Consortium. Notice must be received 90 days prior to the date of the proposed withdrawal.
- B. A withdrawing county shall remain financially responsible for any costs, liabilities, or damages incurred by it during its membership in the Consortium or directly attributable to its withdrawal from the Consortium.
- C. No withdrawing county shall be entitled to reimbursement of any operating funds contributed by it during the course of its membership in the Consortium.
- D. Any county withdrawing from the Consortium shall make payment for any outstanding charges, liabilities, or damages prior to withdrawal from the Consortium.

9. **DISSOLUTION.** Notwithstanding any provision of this section to the contrary, the Consortium shall continue in existence so long as any obligation pursuant to this agreement remains outstanding. Dissolution of the Consortium shall occur by unanimous vote of the counties, or when the membership in the Consortium is reduced to less than two counties. Upon dissolution of the Consortium, the member counties at the time of dissolution shall share in the current liabilities and current financial assets, including real property, of the Consortium equally if no county has contributed during the term of the Consortium or based upon their percentage of contribution to the Consortium's budget during the period applicable to such liabilities and assets.

10. INDEBTEDNESS. Obligations or other forms of indebtedness issued pursuant to this agreement shall require authorization by the member counties individual county board of commissioners. All obligations of the Consortium shall be in keeping with the purposes of this agreement and the procedures referenced.

11. AUDIT REQUIREMENT. The Consortium shall require a financial audit of all accounts, financial statements, and other reports on an annual basis. The auditor shall be selected by the Governing Board. Any resulting audit report shall be distributed to the Governing Board and member counties.

12. AMENDMENTS. Amendments to this agreement shall require the approval of each member County.

13. EFFECTIVE DATE. This agreement shall take effect on March 1, 2022, and be enforced from and after that date. All previous versions of this agreement are repealed and replaced by this document.

14. AUTHORIZATION. IN WITNESS WHEREOF, the following counties, by virtue of the duly authorized signatures set forth below, have authorized the execution of this agreement to be effective as of March 1, 2022.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grant County, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the __ day of _____, 2022.

Grant County Human Service

By: _____
Chairperson

Date: _____

ATTEST:

By: _____

Approved as to form and execution:

County Attorney

IN WITNESS WHEREOF, Douglas County, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the _____ day of _____, 2022.

DOUGLAS COUNTY

By: _____
Chairperson

Date: _____

ATTEST:

By: _____

Approved as to form and execution:

County Attorney

IN WITNESS WHEREOF, Pope County, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the _____ day of _____, 2022.

POPE COUNTY

By: _____
Chairperson

Date: _____

ATTEST:

By: _____

Approved as to form and execution:

County Attorney

IN WITNESS WHEREOF, Stevens County, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the _____ day of _____, 2022.

STEVENS COUNTY

By: _____
Chairperson

Date: _____

ATTEST:

By: _____

Approved as to form and execution:

County Attorney

IN WITNESS WHEREOF, Traverse County, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the _____ day of _____, 2022.

TRAVERSE COUNTY

By: _____
Chairperson

Date: _____

ATTEST:

By: _____

Approved as to form and execution:

County Attorney