



Aitkin County Health & Human Services

204 FIRST STREET NW
AITKIN, MINNESOTA 56431-1291
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Contract

Region V+ Adult Mental Health Initiative (AMHI) Interlocal Cooperative Agreement.

Objective

To provide a cooperative working agreement amongst all parties of the Region V+ AMHI.

Opportunity

The cooperative agreement establishes a mechanism whereby the parties may jointly exercise powers common to each participating party and creates a single entity for liability. This provides an additional layer of protection for the counties in Region V+ AMHI.

Existing or New Contract

This is a new Interlocal Cooperative Agreement that mirrors the current Region V+ AMHI Bylaws.

Changes to Existing Contract

This is a new Interlocal Cooperative Agreement that provides cohesiveness as a region, uniformity in process, and reduces individual county liability.

Timeline for Execution

1/1/19-12/31/19

Conclusion

We are requesting the board to support entering into the Region V+ Interlocal Cooperative Agreement to support Aitkin County's participation in the Region V+ AMHI.

REGION V+ ADULT MENTAL HEALTH INITIATIVE INTERLOCAL COOPERATIVE AGREEMENT

ARTICLE 1: ENABLING AUTHORITY AND PARTIES

- 1.1 This AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota., hereinafter collectively referred to as “Parties”, and individually as “Party” which are signatories to this “Agreement”.
- 1.1.1 Minn. Stat. §471.59, provides that two or more governmental units may, by agreement jointly, exercise any power common to the contracting Parties; and Minn. Stat. Ch. 245 provides that a political subdivision may work to enhance the services to our vulnerable populations.
- 1.1.2 Minn. Stat. §245.4661, provides that a political subdivision may implement a pilot project design, plan, and improve the mental health delivery system for adults with Serious and Persistent Mental Illnesses.
- 1.1.3 In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minn. Stat. §471.59 and Minn. Stat. §245.4661, and all other applicable statutes, rules and regulations, the following Parties:
- (a) Aitkin County
 - (b) Cass County
 - (c) Crow Wing County
 - (d) Morrison County
 - (e) Todd County
 - (f) Wadena County

enter this Interlocal Cooperative Agreement by action of each party’s governing body.

ARTICLE 2: PURPOSE AND POWERS

- 2.1 The Parties desire to establish a mechanism whereby they may jointly exercise powers common to each participating Party. The Board established under this Agreement shall have and exercise all powers that may be necessary and convenient to establish it and to perform and carry out the duties and responsibilities conferred upon it by this agreement or which may hereafter be imposed on it by law or contract. The powers of the Board include, but are not limited to, the following:
- a. To enter contracts;
 - b. To set an annual budget within the limits of revenue received;
 - c. To adopt bylaws consistent with the terms of this Agreement;

- d. To appoint a fiscal agent;
- e. To obtain insurance;
- f. To apply for grants and to accept money from any lawful source;
- g. To establish committees, including an executive committee;
- h. To share information and data as allowed by law;
- i. To exercise all lawful authority not otherwise limited by the terms of this Agreement.

2.2 The Board does not have the power to:

- a. Levy taxes or cause taxes to be levied;
- b. Borrow money or issue or execute instruments of debt – e.g. bonds or other financial obligations;
- c. Make loans;
- d. Hire employees or otherwise establish employment relationships except as authorized herein;
- e. Purchase, own, lease, accept or otherwise establish an interest in real property.

ARTICLE 3: NAME

- 3.1 The name of this entity shall be “Region V+ Adult Mental Health Initiative” and is also referred to in this Agreement as AMHI.

ARTICLE 4: AGREEMENT TO PARTICIPATE

- 4.1 Compliance. A Party agrees to abide by the terms and conditions of the Agreement, including but not limited to, the Interlocal Cooperative Agreement, bylaws, policies and procedures, if any, adopted by the Board and any requirements of grants.
- 4.2 New Parties. A new legally qualifying voting party may be added to the Interlocal Cooperative Agreement upon affirmative action of the governing body of all parties.
- 4.3 Funding. It is anticipated that the AMHI shall be funded through contributions, grants, donations, gifts and other lawful sources of revenue. Except as otherwise provided herein, no party to this Agreement shall be assessed for any operating expenses of the Board or any committee unless the Board of that party so agrees or as necessary to pay for expenses upon dissolution.

ARTICLE 5: GOVERNANCE

- 5.1 Governing Board. A governing Board shall be formed to oversee the administration and operation of the AMHI and shall be referred to as “the Board” for purposes of the Agreement.
- 5.2 Membership of the Board. The voting Membership of the Board shall be comprised of:

- 5.2.1 The social services director of each Party;
- 5.2.2 An additional representative of each county social services agency selected by the respective Party county;
- 5.2.3 Additionally, the Board established under this Agreement may appoint up to three nonvoting, consumer representatives from any of the Parties.
- 5.2.4 Additionally, the Board established under this Agreement may appoint one, ex-officio non-voting representative each from the Leech Lake Band of Ojibwe and the Mille Lacs Band of Ojibwe.
- 5.3 Terms of Office, Vacancies, Officers and Administration. The terms of office, filling of vacancies, identification and selection of officers and matters of administration shall be established in the bylaws adopted by the Board.
- 5.4 Initiative Coordinator. The Board may contract with an individual to serve as an Initiative Coordinator for the Board. The responsibilities of the Initiative Coordinator shall be set forth by contract which shall be approved by the Board.

ARTICLE 6 : GENERAL PROVISIONS

- 6.1.1 Amendments. This Agreement may be amended only by approval of the governing bodies of each Party through resolution. Notice of any proposed amendment must be provided to Party governing bodies at least thirty (30) days prior to the effective date of the proposed amendment.
- 6.1.2 Data. All data collected, created, received, maintained, or disseminated for any purposes under this Agreement is governed by Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as all other applicable state and federal law and regulations on data privacy.
- 6.1.3 Records and Reports. The books and records, including minutes and the original fully executed Agreement of the Board shall be subject to the provisions of Minn. Stat. Ch. 13. They shall be maintained at the offices of the fiscal agent or at such other location as may be designated by the Board.
- 6.1.4 Fiscal Agent. The fiscal agent will administer public funds of AMHI in accordance with law and accepted governmental accounting standards.
- 6.1.5 Bylaws. The bylaws in effect as of the effective date of this Agreement will remain in effect until such time as they may be duly modified, amended or rescinded by the Board.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

- 7.1.1 **Applicability.** AMHI is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. AMHI 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.
- 7.1.2 **Indemnification and Hold Harmless.** AMHI will 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 the agents of the AMHI. 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.

Except as otherwise provided by law, 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. Ch. 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 8: TERM

- 8.1 **Term.** This Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entity listed in Article 1. The Agreement shall be in effect only with respect to the Parties who have approved and signed it. The Agreement shall continue until terminated in accordance with 9.1.2.

ARTICLE 9: WITHDRAWAL AND TERMINATION

- 9.1.1 **Withdrawal.** Any Party wishing to withdraw from the AMHI must provide twelve months written notice in advance of the annual meeting to the Board and each of the other remaining Parties . The year of withdrawal begins on the 1st of January immediately following the Annual Meeting. During the year of withdrawal, the withdrawing Party may attend all meetings but will have no official

representation on any Board or Committee. The distribution process and procedure for any funds or assets upon withdrawal is as set forth in the bylaws which predate this Agreement.

9.1.2 Termination. This Agreement may be terminated in its entirety by the action of the governing bodies of the all of the Parties.

9.1.3 Effects of Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement. Financial obligations shall continue until discharged by law, this Agreement or any other agreement. In case of termination, all unused funds and surplus property held by the AMHI shall be distributed in accordance with law or applicable contract. After the effective date of termination of this Agreement by all Parties, AMHI shall continue to exist for the limited purpose of discharging the AMHI's debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

ARTICLE 10: COUNTERPARTS

10.1.1 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the fiscal host who will maintain them with the governing documents for AMHI. If the fiscal host changes, then all appropriate records will be transferred to the new fiscal host.

ARTICLE 11: EFFECTIVE DATE

11.1 The effective date of this Agreement is _____, 2018, regardless of the dates of approval or signature by the Parties.

IN WITNESS WHEREOF, Aitkin 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 _____, 2018.

COUNTY OF AITKIN

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____

IN WITNESS WHEREOF, Cass 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 _____, 2018.

COUNTY OF CASS

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____

IN WITNESS WHEREOF, Crow Wing 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 _____, 2018.

COUNTY OF CROW WING

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____

IN WITNESS WHEREOF, Morrison, 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 _____, 2018.

COUNTY OF MORRISON

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____

IN WITNESS WHEREOF, Todd 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 _____, 2018.

COUNTY OF TODD

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____

IN WITNESS WHEREOF, Wadena 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 _____, 2018.

COUNTY OF WADENA

x _____
Chair, County Board

Date _____

By _____
Name – **Printed**

Title _____

ATTEST:

x _____
County Auditor

Date _____

By _____
Name – **Printed**

Title _____

APPROVED AS TO FORM AND EXECUTION:

x _____
County Attorney

Date _____

By _____
Name – **Printed**

Title _____