

SAINT PAUL CHILDREN'S COLLABORATIVE AGREEMENT

This agreement is entered into by and among the **City of Saint Paul; Ramsey County Board of Commissioners (including Social Services, Saint Paul-Ramsey County Public Health, and Community Corrections Departments); Saint Paul Independent School District #625; and Community Action Partnership of Ramsey & Washington Counties**, pursuant to the provisions of Minnesota Statutes 124D.23 and 471.59.

WHEREAS, the parties are committed to coordinating the development of the Saint Paul Children's Collaborative as a Family Services Collaborative pursuant to Minnesota Statute 124D.23; and

WHEREAS, the parties agree that it is essential that these efforts be directed and coordinated by a single organization with power to make and implement all decisions to fulfill its purpose; and

WHEREAS, the parties recognize such services can be appropriately financed, supported, and managed through a multi-organization joint venture.

NOW, THEREFORE, IN CONSIDERATION OF the covenants and mutual agreements contained herein and pursuant to Minnesota Statutes 124D.23 and 471.59, the parties do hereby establish the Saint Paul Children's Collaborative Board, operating the Saint Paul Children's Collaborative and having the composition, powers, and duties provided in this agreement as follows:

SECTION 1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this agreement have the meanings herein stated:

- A. **Agreement** means this Agreement as it now exists and as it may hereafter be amended.
- B. **Parties** shall collectively refer to signatories to the Agreement, including City of Saint Paul, Ramsey County Board of Commissioners, Saint Paul Independent School District #625, and Community Action Partnership of Ramsey & Washington Counties.
- C. **Board** shall mean the Saint Paul Children's Collaborative governance board herein established, to be known as the "Board" or "Collaborative Board."
- D. **Manager(s)** shall mean the person(s) or entity who has/have been selected by the Board to administer and manage the Saint Paul Children's Collaborative on a day-

to-day basis.

- E. **Representatives** shall be those individuals or their designees formally appointed to the Board by the Parties or by the Saint Paul Children's Collaborative Board to serve as voting members of the Board.

SECTION 2. TERM

This Agreement shall be effective pursuant to Section 15 and shall continue in full force and effect until terminated by the parties pursuant to the provisions of Section 13 of this Agreement.

SECTION 3. CREATION OF BOARD

There is hereby created pursuant to Minnesota Statute 471.59, the Saint Paul Children's Collaborative Board. The Board shall be an entity separate from the Parties and shall not be deemed an agent or partner of any of the Parties, and the Parties shall not be liable for the actions of the Board.

SECTION 4. PURPOSE OF THE COLLABORATIVE

This Agreement has been entered into by the Parties for the purpose of coordinating the Representatives in the activities of the family services collaborative and for meeting the requirements of Minnesota Statute 124D.23. Activities shall include policy development, planning, and advocacy. The Saint Paul Children's Collaborative's mission is to mobilize the influence and resources of the city, county, school district, and community to improve outcomes for young people in Saint Paul. The focus population of the Collaborative's work is young people ages birth to 18 years, or high school graduation or birth to age 21 years for young people with disabilities. Staff of the eligible Parties will participate in the Local Collaborative Time Study (LCTS) under terms and conditions agreed to with the Minnesota Department of Human Services and will contribute earnings to the Integrated Fund.

SECTION 5. BOARD MEMBERSHIP

The Board shall consist of the Representatives required by Minnesota Statute 124D.23 and as follows:

- A. The City of Saint Paul shall have two (2) Representatives, Ramsey County shall have two (2) Representatives, Saint Paul Independent School District #625 shall have two (2) Representatives, and Community Action Partnership of Ramsey & Washington Counties shall have one (1) Representative. The Board shall include other voting representatives as indicated in the by-laws.
- B. Each Representative on the Board shall have one (1) vote.
- C. Representatives may be reappointed for terms as set forth in the by-laws.
- D. The Board shall meet at least quarterly or more frequently as the needs of the Collaborative may require.

SECTION 6. POWERS OF THE BOARD

The Board is hereby authorized to exercise such authority as is necessary and proper to make all decisions to carry out its mission as described in Section 4 and to fulfill its obligations under Minnesota Statute 124D.23, and as it may be amended. Such powers shall be subject to the provisions of Minnesota Statute 471.59, as it may be amended, and any other applicable statute, and will include, but not be limited to, any or all of the following to the extent provided by law or not otherwise limited by the agreement:

- A. Select a Fiscal Agent as set forth in the bylaws. The Fiscal Agent shall:
 - (1) Establish and maintain a restricted fund for direct services and an unrestricted fund to support Collaborative operations, as provided in Section 7;
 - (2) Receive and maintain funds assigned by the Board;
 - (3) Receive local, state, and federal grant dollars; cash; and charitable contributions and maintain these funds in the Integrated Fund;
 - (4) Disburse funds at the direction of the Board;
 - (5) Account for revenues and expenditures, and produce appropriate financial statements according to categories determined by the Board;
 - (6) Provide reports as required by state and federal agencies;
 - (7) Designate a staff person for Collaborative duties who shall work in cooperation with the Collaborative Manager; and
 - (8) Prepare periodic financial reports to the Board.
- B. Adopt and amend annual budgets, to be established on a calendar year basis, together with a statement of the sources of funding and an estimate of the proportion of such amounts required of each Party. An Integrated Fund required by law shall be established and a minimum financial commitment of each Party will be determined and agreed upon. The Board shall develop policies and procedures regarding reserves, encumbering of funds, and allocation of assets.
- C. Enter into transactions, including contracts or leases, required in furtherance of this agreement and statutory mandate, and enforce such transactions to the extent available in equity or at law. The Board shall establish contracting and purchasing requirements. The Board may approve any contract relating to this agreement up to the amount approved in the annual budget, or as the budget may be amended, and may authorize the Manager(s) to execute those contracts.
- D. The Collaborative will not itself deliver services, but Collaborative Parties may be service deliverers, in which case they will staff their own projects.
- E. Apply for and accept gifts, grants, loans of money, other property, or assistance on behalf of the Board from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes, including any grant which may be available; enter into any agreement in connection therewith; and hold, use, and dispose of such money, other property, and assistance in accordance with the terms of the gift, grant, or

loan relating thereto.

- F. Hold 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.
- G. Contract for personnel services as the Board determines necessary.
- H. Incur debts, liabilities, or obligations which do not constitute a debt of any of the Parties or Representatives. The Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Parties or Representatives.
- I. To sue and be sued in its own name. The Collaborative, and each Party and their Representatives, and other board members appointed as indicated in the Collaborative's by-laws, shall be subject to the protections set forth in Minnesota Statutes Chapter 466.
- J. The Board's meetings shall be conducted in accordance with the provisions of Minnesota Statutes Chapter 13D, the Minnesota Open Meeting Law.

All powers granted herein shall be exercised by the Board in accordance with the legal requirements applicable to the Collaborative.

SECTION 7. INTEGRATED FUND

The Parties agree to establish an Integrated Fund for the purposes of helping provide an integrated service system and funding additional supplemental services. The Integrated Fund will be used to purchase supports, interventions, and services for children and families in the focus population; to coordinate the provision of supports, interventions, and services; and to operate the Collaborative.

- A. Parties agree that the Integrated Fund shall be under the direct control of the Board and shall be administered, under the Board's control, by such Fiscal Agent as the Board shall choose.
- B. Parties agree that the Integrated Fund shall constitute a single financial statement consisting of two funds, both subject to control by the Board. The Unrestricted Fund shall contain dollars contributed by the Parties to support operations of the Collaborative. Those contributions shall not be less than:
 - \$20,000 from the City of Saint Paul;
 - \$10,000 from Community Action Partnership of Ramsey & Washington Counties;
 - \$50,000 from Ramsey County; and
 - \$50,000 from Saint Paul Independent School District #625.

- C. The Restricted Fund shall contain Local Collaborative Time Study earnings, designated for the provision of supports, interventions, and services to the focus population.
- D. Both funds may also receive dollars from sources including, but not limited to, local property tax revenues, Community Social Services block grants, federal Title XX grants, and other sources; state and federal Medicaid reimbursements; state and federal grants; service contributions from non-governmental Parties; and private gifts; and the monetary value of in-kind contributions. The Fiscal Agent shall administer the Integrated Fund, including both the Restricted and the Unrestricted Funds.
- E. Grants and contributions to the Collaborative shall be maintained by the Fiscal Agent in the Integrated Fund and shall not be considered as contributions from any particular Party or Parties.

SECTION 8. FISCAL YEAR/ BUDGET

Not later than December 31 of each year, the Board shall establish and approve a budget for the administration of the Collaborative for the following fiscal year, which shall be January 1 through December 31.

SECTION 9. EFFECT OF WITHDRAWAL, DISPOSITION OF PROPERTY, FUNDS, AND OBLIGATIONS

A Party withdrawing from this Agreement shall not receive a distribution of property or funds until such time as this Agreement is terminated by all Parties pursuant to Section 13 hereof. Such disposition of property shall be in accordance with the provisions of Section 10 hereof.

SECTION 10. DISPOSITION OF PROPERTY AND FUNDS

At such time as this Agreement is terminated, any property interest remaining in the Board, following discharge of all obligations owed by the Board, shall be disposed of and the proceeds of the property shall be returned to the Parties in proportion to their contributions. Physical assets, however, shall be assigned to any substantially similar public programs in the service area.

SECTION 11. AMENDMENTS

This Agreement may be amended at any time by agreement of all the Parties. Prior to any such amendment, the recommendation of the Board shall be provided. Such amendment will be approved by all Parties and shall be in writing.

SECTION 12. RECORDS, ACCOUNTS, AND REPORTS

The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Board and providers related to collaborative activities shall be subject to the provisions of Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act, and Minnesota Statute 16C.05, subd. 5, related to access to books and records. The Board, within 120 days after the close of each fiscal year, through its Manager(s), shall give a complete written report of all financial activities for such fiscal year to those on the Board.

SECTION 13. TERMINATION

- A. **Events of Termination.** This Agreement shall terminate upon the occurrence of any one of the following events:
1. When necessitated by operation of law, or as a result of a decision by a court of competent jurisdiction; or
 2. By consent of all Parties; or
 3. By the termination of any statutory Party upon six (6) months' notice.
- B. **Effect of Termination.** Termination shall not discharge any liability incurred by the Board during the term of this Agreement. The Board shall continue to operate after the date of termination only for the purpose of winding up its business and for aiding in the prosecution and defense of claims. The Board shall approve a final report of its activities and affairs including a schedule showing the disbursement of remaining assets as required by Section 9 and on the expiration of thirty (30) days therefrom, shall cease to exist.

SECTION 14. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 15. EFFECTIVE DATE

This Agreement shall be effective when adopted by all Parties.

SECTION 16. 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.

SECTION 17. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purpose in the course of the Party's performance of this Agreement are governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Chapter 13, and any other applicable statutes and

rules. The Collaborative shall be responsible for maintaining such data consistent with the MGDPA.

IN WITNESS WHEREOF, the following parties have executed this Agreement.

Ramsey County Board of
Commissioners (including Social
Services, Saint Paul-Ramsey
County Public Health, and
Community Corrections
Departments)

Title

Date

City of Saint Paul

Title

Date

Saint Paul Public Schools

Title

Date

Community Action Partnership of
Ramsey & Washington Counties

Title

Date