

**An Agreement establishing participation in  
Dodge-Fillmore-Olmsted County  
Community Corrections Program  
Under the Minnesota Community Corrections Act**

**A Joint Powers Agreement**

**Article 1**

**Enabling Authority required by Minn. Stat. Section 471.59**

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party" which are signatories to this "Agreement."

Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the Contracting Parties; and,

Minnesota Statutes Sections 401.02 and 401.05 provide that multiple counties may deliver community corrections program services through a joint powers entity created for this purpose; and,

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes Section 471.59 and all other applicable statutes, rules and regulations, the following parties:

Dodge County  
Fillmore County  
Olmsted County

here to agree as follows:

**Article 2**  
**Purpose**

The parties desire to establish a mechanism whereby they may jointly exercise powers common to each Participating Party on issues including:

- A. Establishment of the rights, obligations, terms and conditions under which the participating counties of Dodge, Fillmore and Olmsted desire to have delivery of correctional services provided by the Dodge-Fillmore-Olmsted Community Corrections program.
- B. Providing other similar or related services and programs as determined by the Board.
- C. Establishing procedures to add qualifying Parties to this Agreement.
- D. Establishing a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objective of the Parties.

**Article 3**  
**Name**

The name of this entity shall be the Dodge-Fillmore-Olmsted Community Corrections Joint Powers Entity

**Article 4**  
**Agreement to Participate**

**4.1 Charter Members** – A Party desiring to become a charter member of the Dodge-Fillmore-Olmsted Community Corrections Joint Powers Board shall indicate its intent by adoption of a board resolution prior to July 1, 2013.

**4.2 New Members** – A new Party may be added by adoption of a resolution by the governing body of the new Party and a unanimous vote of the Dodge-Fillmore-Olmsted Community Corrections Joint Powers Board.

**4.3 Compliance** – A Party agrees to abide by the terms and conditions of the Agreement, including, but not limited to, the Joint Powers Agreement, bylaws, policies and procedures adopted by the Board.

**4.4 Financial Obligation** – Each party will contribute financially to the operations of the Joint Powers Entity, in accordance with the following formula:

**A. Annual Funding Formula:**

There is a two year agreement on the formula covering 2013 and 2014. The annual funding contribution, based on the formula and the budget for 2014 will change the amount assessed. Each spring, no later than May 1, the DFO Community Corrections levy funding share percentages will be recalculated using three variables to split the costs and funding among the three counties.

The three variables will be:

- 1) The population in the three counties between the ages of 15 and 34 during the previous year. These numbers will be obtained from the Minnesota State Demographer or another independent source.
- 2) The number of felony cases sentenced in the three counties during the previous year. This number will be obtained from the Minnesota Sentencing Guidelines Commission.
- 3) Caseloads in the three counties for the three previous years as reported by the Statewide Probation Survey. This is a snapshot on the last day of the year and is reported in the spring for each county statewide.

The three variables will be averaged together to arrive at each county's fair share of DFO's shared cost. These percentages will be shared with the DFO Joint Powers Board at the first meeting following May 1 of each year.

The actual split of DFO costs between the three counties will be calculated by taking the Shared Expense and Revenue before adjustments (all DFO costs from the Olmsted County Budget System less Olmsted-only costs like Community Work Service, Motor Pool and Rent, CCA Subsidies, and

Olmsted-only Revenues). Fully grant-paid Motor Pool expense as well as Overhead-related Motor Pool and Rent are added back, as there is no levy effect from those expenses. Other county-specific programs, such as the Domestic Violence Treatment contract expense and related collections, are subtracted. The remaining expense, net of the remaining revenue, is the amount to be split proportionally between the three counties, using each county's share as calculated above. \*See attachment 'DFO Community Corrections Funding Calculations'

**B. Payments:**

Each county's contribution to DFO will be paid on a quarterly basis, with the payment due to Olmsted County, fiscal agent, on the first day of each quarter (January 1, April 1, July 1, and October 1). Olmsted County will send one invoice upon adoption of the budget which Dodge and Fillmore should use to trigger their quarterly payments to Olmsted.

**C. Year End Adjustment:**

At the DFO Joint Powers Board meeting immediately prior to June of each year Olmsted will share an estimate of the prior year's results to serve as preliminary notice to Dodge and Fillmore of the approximate amount of the coming deficit invoice or surplus remittance. Upon the completion of the Olmsted County audit, generally by June of the following year, a settle-up will be performed between the three counties. If DFO has a positive fund balance at the end of the year, it will be dispersed between the three counties using the same calculations used to derive the respective shares of that year's budget. If DFO has a negative fund balance, the shortage will be assessed the same way, and each county will be billed for its fair share of the liability.

**Article 5**  
**Governance**

**5.1 – Governing Board**

The Dodge-Fillmore-Olmsted Community Corrections Joint Powers Board shall be established as follows:

5.1.1. Composition:

County commissioners will be appointed as representatives by their respective county boards for terms of at least two years in length as follows: three commissioners from Olmsted County; two commissioners from Dodge County and two commissioners from Fillmore County. Each representative will have a single vote in the Joint Powers Board. An alternate will be selected from each county, who may vote only in the instance of the absence of one of the voting members. Each member county shall determine the method by which its representatives shall be appointed and serve, except that representatives must, at all times, be a current member of the Board of Commissioners of the member county.

5.1.2. Documentation – Resolutions or other documentation of designation shall be filed with the Secretary of the Board.

5.1.3 – Members Not Employees – Members of the Board will not be deemed to be employees of the Joint Powers Entity. Each county board will determine the amount of per diems for each Joint Powers meeting for their appointees, if any, and will be responsible for paying those per diems.

## **5.2 Term of Office; Vacancies**

All Dodge-Fillmore-Olmsted Joint Powers members shall serve a minimum two-year term, to be appointed at each county's annual meeting in January. Any vacancies shall be filled in the same manner in which the retiring Joint Powers Board member was selected.

## **5.3 Board Officers**

There shall be a Chair and a Vice-Chair, each elected for a term of one year by the Joint Powers Board. The Vice-Chair will automatically become the Chair the next year. Chairmanship will rotate between the three counties. The Dodge-Fillmore-Olmsted Community Corrections Administrator will be the recording secretary and a non-voting member of the Board. The Olmsted County Finance Director shall serve as Treasurer for the Joint Powers Entity and a non-voting member of the Board.

5.3.1 Election of Officers – The election of the Chair and Vice Chair shall be conducted at the first meeting of the Joint Powers Board for each calendar year.

5.3.2 – Additions to the Board – The Board may elect or appoint such other officers as it deems necessary to conduct the affairs of the organization.

5.3.3 – Committees – The Board shall have the authority to appoint such committees as it deems necessary to fulfill the purpose of the organization.

**5.4 – Meetings** - The Joint Powers Board will meet minimally four times a year, or as needed to accomplish the following duties:

- to elect Joint Powers Officers
- to present highlights of the previous year and plans for the new year.-to review mid-year finances of the current year's budget, and approve budget for next year
- approve the Comprehensive Plan, if one is due that year

Special meetings may be called by the Chairperson or upon the request of two or more Joint Power members. Notice of meetings shall be mailed or otherwise communicated to each Joint Powers members at least seven (7) calendar days prior to the scheduled meeting. Notices shall include an agenda containing those items to be considered. All meetings of the Dodge-Fillmore-Olmsted Community Corrections Joint Powers Board shall be subject to the provisions of Chapter 13 D of the Minnesota Statutes (Open Meeting Law). All votes taken of members of the Joint Powers Board shall be recorded and shall become matters of public record.

**5.5 Voting** – A quorum for a Joint Powers meeting will exist when four (4) voting members are present and each county has at least one of their voting representatives present. A motion shall be considered approved by the affirmative vote of a majority of the Board members present at the meeting. Abstentions shall not be counted as voted cast for the purpose of this section. Proxy votes shall not be permitted.

**5.6 By-Laws** – The Board may adopt bylaws to govern its operations. Such bylaws shall be consistent with the Agreement and applicable law.

**5.7 Amendments** – This Agreement may be amended from time to time as deemed necessary.

## **5.8 Records, Accounts and Reports –**

5.8.1 Records and Reports – The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to Minn. Stat. Chapter 13 (the Minnesota Government Data Practices Act). They shall be maintained at the Corrections Division, of the Olmsted County Community Services Department. Records, accounts and reports shall be maintained by the Secretary and by the Treasurer.

5.8.2 Receipts and Disbursements – the Dodge-Fillmore-Olmsted Community Corrections Joint Powers Board will ensure strict accountability for all funds of the organization and will require reports on all receipts and disbursements, made to or on behalf of the Dodge-Fillmore-Olmsted Community Corrections Joint Powers Board.

### **Article 6** **Duties of Joint Powers Board:**

The Joint Powers Board will develop a definition of core services to be provided by the Dodge-Fillmore-Olmsted Community Corrections Program, consistent with state mandates and the Community Corrections Act. Individual counties may elect to enhance services, above and beyond these core services, at their own expense.

The Joint Powers Board will review, on at least an annual basis, what it considers to be core services, and which services individual counties elect to provide at their own expense.

The Joint Powers Board will designate a fiscal agent and a copy of the annual audit of Dodge-Fillmore-Olmsted Community Corrections will be provided to Joint Powers members.

The DFO Administrator will report to the Joint Powers Board what the plan for DFO in 2013 is and what happened the previous year.

All monies shall be deposited with DFO's fiscal agent (Olmsted County) for the administration of Dodge-Fillmore-Olmsted Community Corrections programs.

### **Article 7** **Reservation of Authority**

All responsibilities not specifically set out to be jointly exercised by the Board under this Agreement are hereby reserved to the parties.

Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide any corrections related services not covered by this Agreement.

### **Article 8** **Powers of the Board**

**8.1 General Powers** – The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

## **8.2 Specific Powers –**

8.2.1 – Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to govern the Dodge-Fillmore-Olmsted Community Corrections Joint Powers Entity. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or in law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law (i.e., fiscal management, personnel management)

8.2.2 – Annual Budget – The Entity's budget year shall be January 1 – December 31. The Budget will be developed by the Board, with the assistance of the Olmsted County Finance Department.

8.2.3 – Insurance – The Board may obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

## **Article 9** **Indemnification and Hold Harmless**

**9.1 – Applicability** – The Dodge-Fillmore-Olmsted Community Corrections Joint Powers Entity shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Dodge-Fillmore-Olmsted Community Corrections Joint Powers Entity 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 Chapter 466 of the Minnesota Statutes.

**9.2 – Indemnification and Hold Harmless** – The Dodge-Fillmore-Olmsted Community Corrections Joint Powers Entity shall 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 agents of the Dodge-Fillmore-Olmsted Community Corrections Joint Powers Entity. This agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn. Stat. Section 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 to be a “single governmental unit” for purposes of liability, as set forth in Minn. Stat. Section 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 Parties.

The Parties to 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.

**Article 10**  
**Term**

This revised Agreement shall commence upon approval of the governing body of each Party and signatures of the officials 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.

**Article 11**  
**Withdrawal and Termination**

**11.1 Withdrawal** - Any of the three counties can opt to withdraw from Dodge-Fillmore-Olmsted Community Corrections if it notifies the other two counties by June 1<sup>st</sup> of each year.

**11.2 Effective Date and Obligations** - A withdrawal would become effective on January 1 of the county fiscal year following state approval. A withdrawing Party is obligated to continue to make its financial contribution required by Article 4 and to permit staff of the Community Corrections program to continue to deliver services until the date when the withdrawal becomes effective.

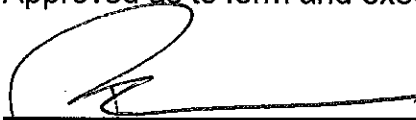
**11.3 Termination** – This Agreement shall remain in force until one or more of the Parties withdraws. If only one party withdraws, the remaining parties shall determine whether the Joint Powers Entity should continue or should be dissolved.

11.3.1 Effect of Termination – Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement.

11.3.1A Financial obligations shall continue until discharged by law, this Agreement or any other agreement.


11.3.1B Property acquired by the Dodge-Fillmore-Olmsted Community Corrections Joint Powers Entity shall be distributed in the proportions by which the Parties made financial contributions to the Entity. Surplus funds of the Dodge-Fillmore-Olmsted Community Corrections Joint Powers Entity shall be returned to the Parties in the proportions by which the Parties made financial contributions to the Entity

Approved as to form and execution:


  
\_\_\_\_\_  
Dodge County Attorney/ Date

**IN TESTIMONY WHEREOF** the Dodge County Board of Commissioners has caused this Agreement to be executed by the persons authorized to act for the Board this 13<sup>th</sup> day of May 2014.

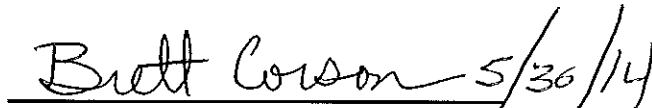
DODGE COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Rodney Peterson, Chairperson – Dodge County Board

**ATTEST:**


  
\_\_\_\_\_  
Jim Elmquist, Dodge County Administrator

Approved as to form and execution:

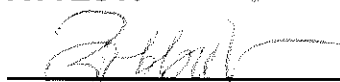
  
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Fillmore County Attorney/ Date

**IN TESTIMONY WHEREOF** the Fillmore County Board of Commissioners has caused this Agreement to be executed by the persons authorized to act for the Board this 27<sup>th</sup> day of May 2014.

FILLMORE COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Chuck Amunrud, Chairperson – Fillmore County Board

**ATTEST:**

  
\_\_\_\_\_  
Bobbie Vickerman, Clerk-Cordinator

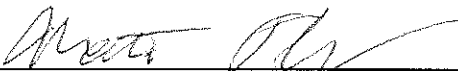


Approved as to form and execution:


  
\_\_\_\_\_  
Olmsted County Attorney/ Date

IN TESTIMONY WHEREOF the Olmsted County Board of Commissioners has caused this Agreement to be executed by the persons authorized to act for the Board this 22 day of July 2014.

OLMSTED COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Matt Flynn, Chairperson – Olmsted County Board

ATTEST:

  
\_\_\_\_\_  
Richard G. Devlin, Olmsted County Administrator

DFO Joint Powers Agreement  
Addendum: DFO Assessments

**DFO Assessment for 2013:**

Dodge County	8.90 %
Fillmore County	8.53 %
Olmsted Count	82.57 %

**DFO Assessment for 2014:**

Dodge County	8.808 %
Fillmore County	7.965 %
Olmsted County	83.227 %

Actual amounts will be adjusted by County specific expenses as identified in the attachment DFO Community Corrections Funding Calculations.