Appendix A

Examples of Cooperative Arrangements in Minnesota

The following examples of cooperation in Minnesota highlight different aspects of the cooperative process we have discussed in this document. Some are representative of agreements found throughout the state, while others are truly unique.

Scott County Association for Leadership and Efficiency (SCALE)

Participants: Scott County; all cities, townships, school districts and the Shakopee Mdewakanton Sioux Community (27 local governments)

Type of Agreement: Voluntary association of local governments (not a formal, legal, entity)

Description

The Scott County Association for Leadership and Efficiency (SCALE) was formed in the spring of 2003 to “encourage greater efficiencies and leadership in public service through enhanced communication, collaboration of services and sharing of resources.” The original membership included just the mayors and administrators from cities within the county. As of October 2004, the group also includes board members and superintendents from all the townships and school districts within Scott County as well representatives from the Shakopee Mdewakanton Sioux Community.

SCALE members meet monthly to discuss ways in which they may collaboratively provide services, share resources, and coordinate planning. The group also works to promote existing cooperative efforts in public service delivery. Current projects originating from the SCALE meetings include a joint public safety training facility, a clearinghouse and policies for capital equipment sharing, joint purchasing agreements, and county-wide employee training.

Process

Scott County took the lead in forming the SCALE group. The State’s deficit and reduction in aid to local governments were important factors in the creation of the association, but they were not the sole reasons. SCALE was created after a series of informal meetings between county and city officials. These meetings indicated a need to create a formal structure to discuss and promote intergovernmental
cooperation on a wide range of issues. The group was established through the creation and signing of bylaws (see Appendix F). While the association originally included just the county and cities, its success led to an even more diverse group of local governments. The bylaws were amended in October of 2004 to include school districts, townships, and the Shakopee Mdewakanton Sioux Community.

Structure

Each local government that is a member of SCALE designates two elected officials to represent them at the regular meetings. Staff members from the local governments are welcome to attend and participate in the meetings. Most business is conducted by general consensus and informal direction. When formal action is needed, a vote may be taken with each local governmental unit having one vote. A quorum is required for formal action (at least half the members plus one), and the meetings are open to the public.

An executive committee comprised of the chair, vice chair and secretary oversees the business and affairs of the association. The primary purpose of the executive committee is to promote the association, develop meeting agendas; and recommend goals, objectives, activities and projects to the members. The members of the executive committee are chosen in April each year. Each type of local government receives a position on the executive committee. Every year the positions held by each type of local government rotate. The chair of the executive committee also chairs the full meetings.

The group meets at the same site monthly. The members pay no membership fee. There are no funding arrangements for the meetings, but they share in the general administrative expenses. Funding issues mainly focus on the actual projects such as the joint public safety training facility. The group is guided by its bylaws.

While SCALE can suggest projects, each council or board must approve such projects. The participants are discussing whether a joint powers agreement that would allow for the joint or cooperative exercise of governmental power should be entered into.

Elements of Success

Communication - Ideas flow both from the bottom up and the top down. A goal is to have participants’ staff think about ways to improve efficiency and quality of service delivery.

Leadership - Elected officials are very involved in the group. Elected officials can ensure that the efforts are a priority.

Networking with Peers - Bring in the heads of departments and union officials when planning a collaborative effort that will require cooperation between
departments of separate entities. This step allows those involved in delivering the service to provide valuable input in how the arrangement might operate. It also shows line staff that the effort is a priority of the elected officials and encourages ownership of the cooperative effort. Having the line staff take ownership of the cooperative efforts improves the chances of success.

**Building Trust**- SCALE makes all the participants feel that they are equal partners. Smaller entities need to feel that they can trust the motives of the larger entities. If you lose trust, the partnership will fail.

**Willing to Take Risks** - When sharing equipment, participants take the risk that something may go wrong and criticism will result.

**Evaluate Agreements** - Agreements are revisited yearly to make sure that the stakeholders are satisfied with the results.

**Obstacles**

- Turf issues, especially among participants’ staff.

- Liability issues concerning the sharing of equipment among participants.

- Because participants have not executed a formal joint powers agreement, the participating governing boards must ratify SCALE’s agreements individually.

**Current Projects**

- **Clearinghouse of Capital Equipment.** The group created a database of equipment that can be shared among the local governments in Scott County. To facilitate the sharing of equipment, SCALE developed an “Equipment Sharing Agreement” that details procedures for sharing equipment in non-emergency situations. It covers all aspects of equipment sharing including insurance, workers compensation, indemnification, and equipment rates. It is believed to be the first in the state.

- **Joint Training Facility.** The group hired a firm to study the feasibility of establishing a public safety training facility that could be used by the county and all municipal fire and police departments within the county. The first draft of the report is due in January of 2005.
Bloomington/Richfield Combined Community Education

Participants: Bloomington (ISD 271) and Richfield (ISD 280) School Districts

Type of Agreement: Joint Powers Agreement

Process

In May of 2003, the school districts of Bloomington and Richfield signed a formal agreement to begin providing a joint community education program. The districts had a good prior relationship of informal cooperation on other projects and share a geographic proximity with each other. Bloomington is the larger of the two districts and had a larger program. In early 2002, the person responsible for community education left the Richfield school district. Bloomington seized on the opportunity to collaborate and contacted Richfield. From January to June of that year, the districts worked out an agreement to collaborate on community education. This is an innovative collaboration in that it spans two metropolitan districts.

The program offers classes to Bloomington and Richfield residents. Collaborating offers more courses to the public and saves administrative costs to both districts. The collaboration has allowed for the creation of online registration, something that would not have happened if the districts were providing the service on their own. After one year of collaborating, enrollment is up by 12 percent, revenue has increased 10 percent, there are over 270 classes available for residents to choose from, there are few class cancellations, course fees are kept lower due to a decrease in costs and finally, less tax support is needed to run the programs.

Elements of Success

Creating a combined advisory council that advises the school boards expanded the formal agreement. The council meets nine or ten times a year, and also has sub-committees. The executive committee of the council meets once a month. The Council has been very involved in the collaborative process. They also advise the recreation director and his staff. Goals for the project are set every year. Second, the agreement spelled out exactly who was responsible for each element of the agreement. This avoids any confusion and tension between the two parties. Financial measures and program satisfaction measures are also required by the agreement.

Another key component of their success is the creation of one recreation director position. The director works for both districts but maintains one office. He looks out for both parties while providing a better service to the public for less money.
Obstacles

Because Bloomington is a larger district, there was concern on behalf of local officials that Richfield may be swallowed up by Bloomington and lose its identity in the services it provides. The community education office created a logo this year that incorporated elements of both districts logos. The star from Bloomington’s logo is combined with the R from Richfield. A year into the project, the fears of the smaller district appear to have been erased.

City of Battle Lake/Lakes Country Service Cooperative

Participants: City of Battle Lake, Lakes Country Service Cooperative

Type of Agreement: Service Contract (membership), Joint Powers (Insurance)

Process

Battle Lake found that their health insurance premiums were increasing by 35 percent. At that point, the city clerk, the manager of the insurance department, and their Blue Cross representative started investigating how a small city could afford to maintain the same level of benefits for its employees without it costing more than the city could afford. This led them to the Lakes Country Service Cooperative. The Lakes Country Service Cooperative is one of ten service cooperatives created by state statute over 30 years ago. Service cooperatives perform planning functions on a regional basis, and create programs for local governments to provide services that they otherwise could not provide. Local government units receive full membership benefits in the cooperative, while non-public schools and other partnership agencies have non-voting rights.

Battle Lake had belonged to another organization that provided some guidance, but the annual membership fee of $1,500 was steep for a small city and they did not provide the same benefits. On March 1, 2000, Battle Lake joined the service cooperative to have access to affordable health insurance. Their annual membership fee dropped from $1,500 in the other organization to $129 in the cooperative. They then added dental insurance. Cooperative purchasing came next. The city also has access to training programs and workshops that are offered near the city (usually in Fergus Falls). This is essential for a small city that usually cannot afford to send its staff on extended trips for training. The cooperative strives to keep the fees low for its members. The cooperative is constantly changing and adding to its services because it is member driven. It is a grassroots effort, where ideas for services come from both the staff at the

55 For the current law, see Minn. Stat. §123A.21 (2004).
cooperative and its members. Many of its services are provided with the membership fee, i.e. access to cooperative purchasing, and pooled rates for health insurance.

**Elements of Success**

Being part of the cooperative is beneficial to the city in a number of ways. First, it saves money for the city by having access to pooled items such as purchasing and insurance. The city has saved several thousands in health care costs alone. Ongoing training that is nearby ensures a better-equipped staff and a smoother running city. Administrative tasks for insurance and purchasing decreased for the clerk, allowing more time to be spent on other city tasks. There is an annual meeting of all insurance members, and the Insurance Advisory Council made up of 20 members who meet three to four times a year.

**Obstacles**

This city did not face large obstacles in joining this cooperative, however, when deciding to join the cooperative, the city clerk was mindful that the city council might be uneasy about the change and worked hard to ease those fears.

**Columbia Heights School District/Kelly Educational Staffing - Outsourcing of Substitute Teacher Hiring**

**Participants:** Columbia Heights School District (ISD 13), Kelly Educational Staffing

**Type of Agreement:** Contract for Service – Public/Private Collaboration

**Process**

The Columbia Heights school district is a small district that was dealing with declining resources and multiple staff cuts and was looking for a more effective and efficient way of recruiting, hiring, and placing substitute teachers. The pool of teachers that the district maintained to fill substitute teacher positions was not large or diverse enough to satisfy their needs. The district’s fill rate for substitute teachers was around 80 percent and the substitutes were often not licensed to teach in the subject for which they were hired.

In addition, the district did not have a good process for contacting potential substitutes. Columbia Heights administrative staff was pulled from regular duties to call substitute teachers. The district kept a list of retired teachers and other available candidates. When a request for a substitute teacher was received, a “sub
caller” from the district office would look at their pool of candidates and start making calls. This process was not productive for district employees or for teachers.

**Elements of Success**

The business manager at the Columbia Heights school district started exploring options to change the way they managed teacher absences and substitute teacher placements. After exploring various options and contacting other school districts about how their programs worked, the business manager at the Spring Lake Park school district recommended contacting Kelly Educational Staffing. Spring Lake Park had been using the service and was pleased with the results. The business manager at Columbia Heights invited Kelly Educational Staffing to provide a presentation of their services to the school board. The Board was won over and a one-year contract was signed.

The agreement has provided many benefits to the Columbia Heights school district. The most visible benefit for the district has been the improvement in its fill rate for substitute teachers. It now fills more than 99 percent of its available slots with qualified teachers compared to 80 percent previously. Second, the district does not have to worry about recruiting, hiring, or placing substitute teachers. Kelly Educational Staffing performs all the reference checks, educational verification, and criminal background checks. Third, the substitute teachers are employees of the firm, which relieves the district from the responsibilities of administering pay, taxes, unemployment, and workers’ compensation for these teachers. When a Kelly substitute teacher is placed in a district, the employee is paid at the district wage scale.

Other benefits of this collaboration have been one-year contracts that allow for yearly performance reviews of the program. The automated system that Kelly uses allows the district to monitor teacher absenteeism within the district. This has enabled the district to identify and document personnel issues earlier than they had in the past. Finally, the administrative responsibility of scheduling substitute teachers is removed from principals and administrative staff. This allows them the time to concentrate on their regular duties.

**Obstacles**

Initially, there was some opposition by the teacher’s union because of concerns about the outsourcing of the work and the pay scale. These concerns were addressed when the union was provided the details of the arrangement that showed the pay scale that was the same as the district’s and that all existing substitute teachers could join Kelly Educational Services.

It should be noted that this example might not work for all districts. Some questions districts should ask are:
What is the estimated cost of using an in-house system versus using an outside service?

If the district is pulling staff from other areas to place substitute teachers, are there other tasks that are being neglected?

What are the fill rates for substitute teacher positions? Nationally, Kelly is generating fill rates in excess of 99 percent.

Further, if the district has already invested in an automated system, it might not make sense to use a different system.

**City of Comfrey and Comfrey School District Joint Library Facility**

**Participants:** City of Comfrey, Comfrey School District (ISD 81)

**Type of Agreement:** Joint Powers Agreement Consolidated Service

**Process**

In 1998, the city of Comfrey was nearly destroyed by an F4 tornado. As the community considered how to rebuild the public infrastructure, the school librarian led a push to consolidate the school and city library, and place the combined library in the school. As she researched how this could be done, she discovered that there was only one similar example in Minnesota, which was in the City of Pipestone. However, in that example, it was a co-located library that had two librarians, two checkout counters, two entrances, etc. They had completely separate operations in the same building.

After exploring the options available to them, the city and school district decided to use a joint powers agreement to create a library board that would oversee the development of the joint library housed at the school. The library board is made up of three members appointed by the city council, three members appointed by the school board, and these six members choose an at-large member. The city contributed 40% of the costs of construction; the school district contributed 60%.

Some of the senior citizens in the community had concerns about sharing the library with kids, some of the businesses were concerned about moving the library out of downtown, and the state was concerned about making it handicapped accessible. These concerns were addressed in the discussion and design phase and have not been an issue since the library has opened.
Elements of Success

The disaster that devastated the community of Comfrey provided an opportunity to rebuild it in a way that best served the interest of everyone. The librarian, who was both the librarian for the school and city library, was a clear leader in the consolidation effort. She did the legwork of searching for other examples of this type of arrangement, reviewed the legal obstacles, and rallied the community behind the idea. The benefits of the arrangement are clear to the citizens of Comfrey.

The consolidated library has provided numerous advantages over the previous arrangement. There are more resources available under a single roof. The hours are much better for the public library. Previously, the public library was only opened 23 hours a week. By combining the school hours and city hours, the library is open for many more hours for the general public during the school year. The operating costs are less because there is only one facility to maintain. In addition, there are a greater variety of materials in the library because there is no duplication of materials. For example, instead of each library having a set of encyclopedias, they only need to have one set, and are able to instead obtain additional materials.

Even though the new library is the same square footage as the old school and city libraries, there is a greater efficiency of space because there is only one checkout area instead of two. This holds true for computer labs and other resources as well.

City of Plymouth, Wayzata School District, and Lifetime Fitness

Participants: City of Plymouth, Wayzata School District (ISD 284), Corporate Lifetime Fitness

Type of Arrangement: Formal service contract (40 years in duration)

Process

In the 1980s, Plymouth was interested in building a community center that included a recreation facility but the plan created a lot of political controversy and the project was put on hold. The Wayzata school district (which includes Plymouth) was growing and faced a fiscal challenge of building a third middle school. The district had to decide whether to build a pool in the new middle school so it would provide comparable facilities as the other middle schools. The city and school district held discussions on working cooperatively together to build a new facility, but could not formulate an agreement and decided to look at other options.
Early on, private facilities were looked at but these firms were not interested in rental based on a daily fee. Some time later, Lifetime Fitness contacted the recreation director for Plymouth and indicated that they were interested in creating a partnership. After re-contacting other clubs to see if there was potential interest, a partnership was formed between the three units. The city gave Lifetime Fitness the land and $1.6 million to build their facility to be located with the city owned ice rinks and also paid about $500,000 for site improvements. The school district contributed $1.5 million towards the competition pool. The city took the issue to a referendum and it passed with 76 percent approval from the taxpayers. The facility opened in June of 1997.

The city and school district have a formal contract with Lifetime Fitness for a period of 40 years. The contract is structured to protect the interests of the city and contains covenants including a buyout option for the city if Lifetime violates a major covenant. The school district uses the pools for training and competition. Residents of Plymouth and the school district may use the facility at a discounted “drop-in” rate, or receive a discount on their membership. All Lifetime members skate for free at the rinks. The agreement fully breaks down the responsibilities of each party, including services, costs, liabilities and termination. Even the required temperature in the pool is in the contract. The contract also provides for mediation in the event of problems between the partners. Lifetime pays property taxes on the land. The city and school district pay no operational costs and have no responsibilities for the club.

**Elements of Success**

Thanks to a willingness of the partners to try something new, this agreement was the first of its kind in the nation and is being used as a model by other states as well as other entities in Minnesota. Beyond the initial investment by the city and school district, the public partners have no financial obligations beyond outside maintenance.

Since most public recreation facilities lose money, this recreation facility is not continuously funded from public funds and does not have to rely on transfers from other government funds. Taxpayers who do not wish to use the facility are not funding it through their taxes. Taxpayers who wish to use the facility may do so at a lower price than belonging to a private club, but still enjoy the amenities of a private club. The school district has better pool facilities for its students than it could have afforded on its own without the burdensome maintenance costs. Lifetime Fitness employs people in the community and offers a service aimed directly at community residents. The partnership has been very successful for all parties and the residents are enjoying the facility.

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56 Residents receive 15 percent off the initiation fees for membership. Seniors also receive 10 percent off their monthly dues.

57 Champlin and Jordan have also implemented this type of agreement with Lifetime Fitness.
The Plymouth recreation director meets quarterly with officials from Lifetime to discuss any issues. He has the authority to act on behalf of the city provided that all business is conducted according to the contract. The meetings are private. Any citizen concern goes to the Plymouth recreation director who brings it to Lifetime management. There have not been any major concerns about this partnership since the facility opened. Most of the citizen concerns are very small, (i.e., pool temperature) or have been brought up and resolved with facility management.

**Obstacles**

There was no mistrust in the process but there was some tension. When public entities and private entities work together the differences between the two often become glaringly apparent. The city referendum and approval for the project went quickly by public standards but was very frustrating for Lifetime as it took longer for the facility to be built than if they had gone ahead on their own. The bidding process was also different. The city had to use public bidding and prevailing wages, whereas a private company may negotiate bids.

The facility itself created some tension. The public partners wanted a facility that was not elaborate; to show that public dollars were being spent wisely. Lifetime Fitness is a business and wanted it to look as attractive as possible. There was also an issue with special rates for residents, especially seniors. In order to make sure that the facility was accessible to residents of all income levels, the city negotiated a rate that is cheaper than Lifetime’s regular drop-in rate. The negotiations on the rate for “drop-in” visitors had to balance the needs of the community with the bottom line of a private business.

There were also tradeoffs in the control of the facility. Once the city negotiated the accessibility of the facility, it ceded control of the facility to Lifetime Fitness. This means that the city must abide by the policies established by Lifetime, whether or not they would be the same as a city-run facility. Lastly, city involvement in the project meant that it would be treated like other city projects and subject to the same code enforcement and assessment policies. There was some tension with Lifetime over this practice as they did not agree with all the policies and thought that the city should apply a different standard to this type of partnership.

When the city and school district negotiated the contract, they did not ask for any of the profits from the venture, as it was providing a facility without any operating costs to the public parties. However, as the facility has been successful and membership is at capacity, the city wonders if possibly that should have been part of the process. While they do not share the profits, Lifetime has donated funds to community projects.
Prairie Visions

Participants: City of Leroy, City of Adams, City of Rose Creek, City of Taopi

Type of Agreement: Joint Powers Agreement

Process

These four cities are located along Highway 56 in the southeast part of Minnesota. Highway 56 was the first scenic by-way in the state. Prior to 1989 the cities did not cooperate on any projects. After attending a conference hosted by the League of Minnesota Cities that promoted cooperation among local units, some of the city clerks started meeting to look for ways to cooperate. In 1989, the group Prairie Visions was formed through a joint powers agreement. It was made up of representatives from the four cities. They decided to cooperate on items such as environmental education, tourism, area preservation, agricultural education and to a lesser extent, economic development. The bulk of the scenic by-way is made up of a trail (which will be 30 miles long at completion) that is used for biking and hiking. The group adds land that the county helps them secure, or through private donations. As a farming community, their goal is to not take any agricultural land out of production.

Since the trail is state mandated, it is funded primarily through federal and state grants. In addition, the group received a grant from the McKnight Foundation. The group also received a 3-year grant from National Scenic By-ways to develop the by-way. The federal and state funding goes strictly to the development of the trail. At the local level, Prairie Visions receives $1 per capita from each city. This gives them about $2000 a year to fund non-trail items. An initiative fund from a leadership grant allowed for the creation of a committee for the bike trail. Everyone who works for Prairie Visions is a volunteer. They have occasional fundraisers and they hold the events in each city so everyone is able to take part. The group also utilizes students in the school districts and incorporates the cooperative items into learning opportunities. This also includes activities for the Boy Scouts, Future Farmers of America and school science projects.

Elements of Success

Prairie Visions meets on a monthly basis, and their meetings are open to the public. Each city has one council member as a member, who then reports back to their city council. The group has strong support from the community. Every year there is a “Pat on the Back” night, an appreciation dinner to thank people for volunteering, which includes awards for its volunteers. Since the formation of this group, the relationship between the cities has grown such that they now lobby together at the legislature. Their philosophy is that no one comes first, and they all work together. Because of their proximity and small size, most of the people know each other, which has led to a lot of trust amongst the group.
Obstacles

Prairie Visions is faced with funding issues. Grants will only last for a specific period of time, and new grants are not readily available where resources are limited. There are more scenic by-ways in the state and nationally, so competition for grant funding makes it harder for Prairie Visions to maintain its level of service.

The School Districts of St. James, Butterfield, and Madelia

Participants: St. James (ISD 840), Butterfield (ISD 836), and Madelia (ISD 837) School Districts

Type of Agreement: Joint Powers Agreement

Process

It is very common for school districts in rural Minnesota to cooperate to save money, or pool resources to provide additional services. These three districts have taken it a step further. In the beginning, St. James approached Butterfield and asked if they could discuss commonalities between the two districts. Since the superintendent of Butterfield used to work in St. James, a prior relationship already existed. A joint school board meeting was called to discuss areas of interest for cooperation for better programs in the schools and to save money.

The original cooperative effort was for community education programs. They have since added shared field trips, open enrollment in each other’s courses, workshops, training, and sports teams. Butterfield and St. James have cooperated for three years and Madelia joined a year ago. Students may be moved from one district to another without a change in curriculum. The students are bused back and forth between the districts. There are also combined field trips and the buses pick up kids in each district. St. James also provides a wide range of financial and compliance services for Butterfield and Madelia.

Elements of Success

The cooperative efforts have enriched students’ education experiences because they have access to more courses and are exposed to new students and teachers in the other districts. The districts save money by not having to hire in order to teach a subject with a limited number of students. Cooperation helps offset declining enrollment in the districts.
The districts communicate with their respective communities when new cooperative efforts arise. There is a community meeting where the districts explain what they want to do and how important these arrangements are to the community as a whole. Leadership is very important in this respect. The larger district, St. James, took the lead in promoting a cooperative spirit with the other districts.

St. James and Butterfield had an established relationship, which creates trust between the two districts that each is acting with the other’s best interest in mind. Because of this relationship, Butterfield trusts St. James to perform the accounting functions from the St. James district offices. The relationship between the districts has grown to the point where the districts hope to add other elements of cooperation, such as transportation, food services, purchasing, and equipment sharing.

Obstacles

Because Madelia is a newer partner in the collaborative arrangement and does not have the previous relationship foundation, when St. James provides financial services for Madelia, personnel from St. James must physically go to Madelia to do the work two days a week. With three boards, three administrators and three sets of staff, it is normal that there will be a period of adjustment for everyone to feel comfortable with the relationship.

The districts were hoping that House File 1999 would pass during the 2004 Legislative Session allowing for grants to school districts that cooperate. Because small school districts have high fixed costs it is difficult to fund other programs and services after their allotted money is spent.

Long Range Collaborative Planning

Participants: City of Watertown, City of Mayer, Watertown-Mayer School District (ISD 111)

Type of Arrangement: Informal Long Range Planning

Process

Each month, representatives from the school district and the two cities meet to discuss issues related to long-range planning for the cities and school district. The meetings were initiated by the mayor of Mayer who was concerned about the rapid growth of the two cities and the effects of the growth on the enrollment at the schools. In addition, officials from the three entities were interested in avoiding duplication of services and keeping taxes low. After initial informal
meetings, they began to post agendas and meeting notices on the school district website. This has formalized the process and led to further collaboration.

**Elements of success**

The mere act of meeting once a month and communicating with officials from other jurisdictions has fostered a culture of cooperation. By providing transparency in their plans for development, the local governments have built trust and diminished competition among one another. The proximity of these communities to one another also has made it easier to cooperate on the hiring of staff and the planning for facilities.

The meetings have had tangible results. For example, the entities recently hired a joint park and recreation coordinator to manage these activities and facilities in both cities and the school district. The cities also recently hired a joint planner to address growth-related issues in both cities.

The cities share preliminary plat information on the developments they are considering with the school district. This has allowed the school district to indicate if particular developments will generate too many students for current facilities. Both cities are willing to work with developers to secure land at little or no cost for the school district.

Based on the success, the group is looking to include representatives from the county, townships, Metropolitan Council, parochial schools, and youth athletic associations.

**Watonwan County Coordinating Council**

**Participants:** Watonwan County Judge, St. James Chief of Police, Watonwan County Sheriff, City attorney, County attorney, Public Defenders, Social Workers, Guardian Ad Litem, Victims Rights Advocates, Nurses, School Representatives

**Type of Agreement:** None (Informal Group)

**Process**

Started a year ago by a judge in Watonwan County, this is a group of individuals that meet quarterly to discuss how they can help each other. The judge recognized that when it came to sentencing adults and juveniles in her courtroom, it did not always make sense to use standard sentencing because the defendants in question were primarily on social assistance. Thus, the County in essence paid the fines she imposed.
The group discusses programs and resources available in their particular areas that the judge can use in sentencing rather than issuing punitive fines. For example, for alcohol related cases, the judge was unaware of a program offered by the jail for alcoholics anonymous meetings. Now she can introduce mandatory attendance at the meetings as part of the sentence requirements.

Participants also discuss amongst themselves problems that occur in doing their jobs. For example, there is often conflict between the role of law enforcement and the role of social workers when a crime is committed and children are to be removed from the home. By discussing the constraints in place for each group and possible remedies to the situation, it removes tension among the participants and allows for cooperation. The quarterly meetings also keep each group up to date on what is happening in the area, any trends that are seen by the police, or in the schools. Other participants offer advice and suggestions on how to remedy the situation.

This arrangement is informal. There is no written agreement between parties. Sometimes information sharing is difficult due to legal constraints and personalities. For example, public defenders and county/city attorneys may have competing goals. The participants in the council decide on what things they will cooperate and then take those recommendations back to their respective agencies for approval.

**Elements of success**

This arrangement is innovative for a number of reasons. This is a large group of people working together in an informal setting. There is a level of trust created that concerns can be brought forward in a timely manner and dealt with during the meeting, or soon thereafter. The alternative sentencing is saving the court, and therefore the county, money as well as providing a better resolution to the problems that are coming before the courts.

**Obstacles**

As mentioned, information sharing can be difficult for some of the parties involved with the council. The council believes it would be more effective if there were fewer constraints legally on how information is shared between parties. Also, the council believes that current statutes do not recognize proper time lines for rectifying problems. When cooperation occurs for social policy reasons, it is not always feasible to fix the problem before the time limitation runs out. For example, in a case where drugs are involved and children are put under the protection of the County, parental rights are terminated after 6 months for children under the age of 8, and 12 months for children over 8. According to the participants, it takes longer than that time frame for a parent (or parents) to complete a treatment program and retain their parental rights. In their opinion, it
is difficult for the council to create better strategies for cooperating when the statutes are very limiting.

Hiawatha Valley Highway 61 Coalition

Participants: Wabasha County, Goodhue County, City of Lake City, City of Red Wing, City of Wabasha, Township of Florence, Township of Pepin, Township of Wacouta, Township of Lake

Type of Agreement: Joint Powers Agreement

Process

The Hiawatha Valley Highway 61 Coalition is made up of two counties, four cities, and four townships along Highway 61 in southeastern Minnesota. The coalition was formed to ensure that the area was represented in the Minnesota Department of Transportation 2020 plan, which is a 20-year highway improvement plan for the region.

The group, consisting of only the counties and three cities at the time, informally met on several occasions and then decided to formally organize. The Mayor of Lake City felt that it was important for the townships along the corridor to be represented in the planning process. A letter was sent to the township boards inviting them to participate. In addition, calls were made to township officials encouraging them to participate. At the first meeting, the mayor was elected Chairman of the Coalition. A resolution was sent to the Minnesota Department of Transportation (MnDOT) requesting a study of Highway 61 from Red Wing to Wabasha. MnDOT agreed to participate in the study but required substantial local participation.

In order to administer the local participation funds, the group formed the Hiawatha Valley Highway 61 Coalition through a joint powers agreement. The group sent out a Request for Proposals (RFP) for a firm to conduct the study. In 2001, the Howard Green Company was chosen to prepare the study. The first draft of the report was finished in November of 2002. A public meeting was held and over 230 people attended the meeting. After several more public and private meetings, the report was completed in early 2004. The report now is the central planning tool for MnDOT and local governments in the region.

Elements of Success

One of the primary elements of success in this particular collaboration was the leadership of the group. The Mayor of Lake City indicated that without his personal relationships with many township officials, the opportunity to create the Hiawatha Valley Highway 61 Coalition would not have existed. The mayor felt
that there was a level of distrust by the towns toward the cities and counties in the agreement. The towns felt that they were not likely to have their voices heard because of their smaller population. However, it was important for these townships to be involved in the coalition because of their geographic size. Through his personal relationships with these town officials, he was able to persuade them that they would have their interests represented equally at the meetings.

A key element cited by the mayor was that legal issues should be explored and vetted before local governments embark on cooperative efforts. This decreases the chances of litigation later.

**ALF – Joint Powers Ambulance Service**

**Participants:** Cities of Apple Valley, Lakeville, and Farmington

**Type of Agreement:** Joint Powers Agreement

**Process**

Previously ambulance service in Dakota County was provided by Divine Redeemer (DR) Hospital in South St. Paul. They served a total of 13 cities. In 1984, the City of Burnsville decided to begin providing its own ambulance service utilizing its own full-time fire department personnel. Burnsville's decision prompted DR to review the ambulance subsidy amounts being paid by the remaining 12 Dakota County cities. They established a northern group of nine cities and southern group of three cities (Apple Valley, Lakeville and Farmington).

In 1985, DR initially proposed a subsidy rate of $1.25 per capita for the north, and a $2.35 per capita rate for the south. Negotiations with Divine Redeemer were difficult and, in the end, the agreement with DR for 1985 called for a per capita subsidy of $3.32. Discussions with the City of Burnsville were also pursued because Burnsville's decision meant that DR's ambulance previously located in Burnsville would no longer be present resulting in longer response times.

In March 1985 a joint meeting was held between the city councils of Apple Valley, Lakeville and Farmington to discuss options for providing ambulance service. In May 1985 the three cities entered into a formal Joint Powers Agreement establishing ALF. In September 1985 the Ambulance Director was hired. In December 1985 six full-time paramedics were hired, and on January 1, 1986 ALF Ambulance was operational.
Elements of Success

The cities were brought together by financial and service concerns. City leaders who had worked together on previous collaborations and trusted one another spearheaded the arrangement. The leaders of the ALF agreement were the former city administrators for Lakeville and Apple Valley. These two had worked together in other arrangements such as LOGIS (a computer consortium) in the past and trusted each other.

Communication between member cities is crucial to the joint power agreement. The ALF Board meets quarterly, or on an as needed basis. Per the joint powers agreement, the board is made up of one elected official from each city. All meetings of the ALF Board are public. An ALF Executive Management Committee meets monthly, or on an as needed basis. This committee is made up of the three City Administrators and the Police Chief of Apple Valley, the Finance Director of Lakeville, and the Human Resource Director from Farmington.

Each member city contributes a particular specialty (payroll and financial record-keeping through Lakeville, human resources through Farmington, ALF headquarters in Apple Valley) to the joint powers agreement. Since inception, the three cities have gotten along very well.

Benefits of cooperation

- The tax subsidy declined from $3.25 per capita in 1986 to $.50 in 2003.

- The response time declined from 20 minutes to 6 minutes.

- ALF has been instrumental in implementing a public automatic external defibrillator project.

- Led to sharing a Medical Director with the city of Burnsville.

- ALF now has two full-time ambulance crews (one each in Apple Valley and Lakeville), and a power truck in Farmington.