

AMENDED  
JOINT POWERS AGREEMENT BETWEEN  
MEEKER-McLEOD-SIBLEY COUNTIES

TO ESTABLISH A JOINT COMMUNITY HEALTH BOARD

THIS AGREEMENT is made effective 8th day of August, 2006 by and between the counties of Meeker, McLeod and Sibley, municipal corporations organized under the laws of the State of Minnesota, hereinafter referred to as Joint Participants, for an indefinite duration, subject to termination in accordance with Section 4, below; this Agreement shall be for the purpose of securing for the Joint Participants more efficient public health services for the mutual benefits of each of the Joint Participants.

WHEREAS, the Joint Participants have formed a Joint Community Health Board pursuant to Minnesota Statutes 145A and 471.59, for the purpose of establishing and maintaining a cooperative system of community health services under local administration.

WHEREAS, the joint participants desire to amend the joint powers agreement originally dated the 19<sup>th</sup> day of April 1990.

THEREFORE, the parties hereto agree and hold themselves bound as follows:

**Section 1            Definitions**

- A. Community Health Board – The term Community Health Board, as used in this Agreement, refers to a board of health as defined in MINNESOTA STATUTES 145A as now enacted or as amended, and shall consist of the county commissioners of all three joint participants. The Community Health Board will conduct business according to it's approved operating procedures which will be reviewed annually and are attached to this Agreement as Exhibit A.
  
- B. Local Board of Health – The term Local Board of Health as used in this Agreement refers to a board of health as defined in MINNESOTA STATUTES 145A as now enacted or as amended, which shall be appointed by the county board of each county. The Local Board of Health must have at least five members, and shall elect a chair and vice chair with terms of the one year each. The establishment of a Local Board of Health and the delegation of powers and duties to it by the Community Health Board must be with the approval of the Commissioner of Health. (See Delegation Agreement)

- C. Public Input:—The member counties shall seek public input on public health matters relating to the development, maintenance, funding and evaluation of community health.
- D. Miscellaneous Terms – Every other term used in this Agreement, other than those defined above, shall have as its definition that which is provided in Minnesota Statutes, 145A as now enacted or as amended.

**Section 2            Purpose**

It is the intention of the Joint Participants that the formulation of a Community Health Board and the delegation of certain duties to Local Boards of Health as prescribed herein will allow the citizens of each county to enjoy more efficient local public health services.

**Section 3            Authority and Duties of the Combined Board of Health:**

- A. The Community Health Board shall possess all of the powers and duties now assigned by the law pursuant to Minnesota Statutes Section 145A as now enacted or as amended. Local Boards of Health shall possess all other powers and duties assigned by law to such local Board of Health pursuant to Minnesota Statutes Section 145A as now enacted or as amended and as more specifically delegated to it in the Delegation Agreement attached hereto and incorporated herein accede in compliance with Minnesota Statutes 145A.
- B. Employees – The Community Health Board may employ or contract with administrators, officers, employees and agents as necessary to carry out the provisions of this Agreement and the requirements of Minnesota Statutes 145A as now enacted or as amended.
- C. Acquisition of Property; - Acceptance of Funds, Collection of Fees – The Community Health Board, by any lawful means, including gifts, purchase, lease or transfer of custodial control, may acquire and hold in the name of the Community Health Board, the lands, buildings and equipment necessary and incident to the accomplishment of the purposes of Minnesota Statutes Sections 145A as now enacted or as amended and accept gifts, grants and subsidies from any lawful source; the Community Health Board may also apply for and accept state and federal funds; request and accept local tax funds and may establish and collect reasonable fees for community health services.
- D. Contracts for Services – The Community Health Board may contract for services from private firms, non profit corporations, primary and secondary schools, state and local government agencies or other community agencies to avoid unnecessary duplication of services and to realize cost advantages. Contracts shall be awarded on the basis of benefit/cost comparisons and the ability to provide the services.

- E. Coordination of Services – The Community Health Board shall coordinate public health services with the delivery of personal health services, and institutional health services and related human services in the community; it shall ensure responsible medical consultation and direction by employing or contracting with a licensed physician; and it shall coordinate public health services with health related environmental control services in the community. The Community Health Board shall coordinate local, state and federal services and funding for public health services.
- F. Establishing Local Priorities and Evaluation of Health Services –As a condition of qualifying for the Local Public Health Grant Funding the Community Health Board shall establish local priorities based on an assessment of community health needs and assets and determine mechanisms to address the priorities and achieve statewide outcomes within the limits of available funding, as required in Minnesota Statutes. The Community Health Board shall evaluate the effectiveness and efficiency of community health services systems and programs.
- G. Equal Access to Services – The Community Health Board shall identify community health needs and set priorities among the needs for the broad range of community health services, including the health needs of minorities, non-residents, tourists and migrants, and it shall ensure that services are accessible to all persons on the basis of need, so that no one is denied services because of race, color, sex, age, language, religion, nationality, economic status, political persuasion or place of residence, as provided in Minnesota Statutes.
- H. Reports – The Community Health Board shall publish such reports on its expenditures and activities as necessary for monitoring public health services and as provided in Minnesota Statutes.
- I. Duties
  - 1. To develop and implement policies and procedures for establishing local priorities based on an assessment of community health needs and assets for the three county area.
  - 2. To develop and implement policies and procedures to determine mechanisms to address three county priorities and to achieve statewide outcomes within the limits of available funding.
  - 3. To expend funds in accordance with the annual approved budget and local priorities.

#### **Section 4            Terms of Agreement**

It is agreed by and between the Joint Participants that this Agreement shall be continued until rescinded by any of the Joint Participants. Any Joint Participant may withdraw from this Agreement by serving a copy of resolution of withdrawal

by its governing body upon the chairman of the county board or the auditor of the other counties participating in this Agreement, as well as serving a copy of such resolution upon the Commissioner of Health. Said notice is to be served at least one year before the beginning of the calendar year in which the withdrawal is intended to take place, in accordance with Minnesota Statutes 145A as now enacted or as amended. Service may be made by mail and the date of service shall be the date of receipt of the mailing.

**Section 5                    Distribution of Property**

It is agreed by and between the Joint Participants that upon the termination of this Agreement, any property and/or funds under the control of the Community Health Board as defined herein shall be returned to each Joint Participant in proportion to it's relative financial contributions to the Community Health Board.

**Section 6                    Entire Agreement**

This Agreement shall constitute the entire Agreement of the parties and shall supersede and amend any previous written agreement and any previous contemporaneous oral agreement of the parties.

IN WITNESS WHEREOF,

**Adopted by the Meeker County Board of Commissioners on this 1<sup>st</sup> day of August 2006.**

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Chairperson, Meeker County Board of Commissioners

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Clerk, Meeker County Board of Commissioners

*Approved as to form and content*

\_\_\_\_\_  
Meeker County Attorney

**Adopted by the McLeod County Board of Commissioners on this 8<sup>th</sup> day of August 2006.**

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Chairperson, McLeod County Board of Commissioners

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Clerk, McLeod County Board of Commissioners

*Approved as to form and content*

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McLeod County Attorney

**Adopted by the Sibley County Board of Commissioners on this 8<sup>th</sup> day of August 2006.**

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Chairperson, Sibley County Board of Commissioners

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Clerk, Sibley County Board of Commissioners

*Approved as to form and content*

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Sibley County Attorney