

77DELEGATION AGREEMENT BETWEEN
THE MEEKER-McLEOD-SIBLEY COMMUNITY HEALTH BOARD
AND EACH LOCAL HEALTH BOARD

THIS AGREEMENT, made effective this 8th day of August, 2006, by and among the Meeker-McLeod-Sibley Community Health Board (hereinafter designated Community Health Board), and the Local Health Boards of Meeker County (hereinafter designated Meeker County Local Health Board.), and McLeod County (hereinafter designated McLeod County Local Health Board.), and Sibley County (hereinafter designated Sibley County Local Health Board.), shall be for the purpose of delegating certain powers and duties from the Community Health Board to the Meeker County Local Health Board, McLeod County Local Health Board, and Sibley County Local Health Board, respectively.

Section 1. Definitions. The terms used in this Agreement shall have those definitions described in the attached Joint Powers Agreement between Meeker, McLeod, and Sibley Counties.

Section 2. Each such local board of health shall be delegated all of the powers and duties of a health board under Minnesota Statutes 145A and all powers and duties which may be delegated to such local boards under any other laws, except insofar as certain powers and duties may not be delegated by the Community Health Board, as specified in MINNESOTA STATUTES 145A

Section 3. The criteria that the Community Health Board shall use to determine if the performance of each of the local health boards meets appropriate standards and is sufficient to replace performance by the Community Health Board will be as follows:

- A. The Local Health Board shall avail itself of medical consultation services secured by the Community Health Board.
- B. The Local Health Board shall distribute vaccine in accordance with MDH policy.

- C. The Local Health Board shall ensure proper reporting and control of communicable diseases.
- D. The Local Health Board shall enforce public health nuisance laws, ordinances, and rules.
- E. The Local Health Board shall prepare reports on its expenditures and activities.
- F. The Local Health Board shall provide matching funds as required by MINNESOTA STATUTES 145A.
- G. The MDH Document “Summary of Powers and Duties” provides additional information about the powers and duties of a Board of Health and a Community Health Board and is attached to this agreement as Exhibit B.

Section 4. It is understood and agreed that the Meeker County Local Health Board, the McLeod County Local Health Board, and the Sibley County Local Health Board. shall not perform licensing, inspection, or enforcement duties under this Agreement in territory outside their respective jurisdictions, unless such activities are approved by the governing body for such outside territory by separate agreement.

Section 5. This Agreement shall be of indefinite duration, subject to a one year notice of intent to terminate the Agreement by any party, served upon the chairman of the board of the other parties. Termination of this Agreement in relation to one local health board shall not affect the delegation of powers and duties to the other local boards.

Section 6. During the course of the Agreement, the Community Health Board shall not perform any of the delegated duties specified herein, except inspections necessary to monitor compliance with this Agreement, unless the parties otherwise agree in writing that the Community Health Board may perform certain specified duties.

Section 7. The Community Health Board shall consult with, advise, and assist each local board as needed, or as requested, in the performance of the duties of such local boards under this Agreement.

Section 8. This Agreement does not alter the responsibility of the Community Health Board for the performance of duties which it must undertake and maintain by law.

IN WITNESS WHEREOF,

Adopted by the Meeker County Board of Commissioners on this 1st day of August 2006.

Chairperson, Meeker County Board of Commissioners

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 8th day of August 2006.

Chairperson, McLeod County Board of Commissioners

Clerk, McLeod County Board of Commissioners

Approved as to form and content

McLeod County Attorney

Adopted by the Sibley County Board of Commissioners on this 8th day of August 2006.

Chairperson, Sibley County Board of Commissioners

Clerk, Sibley County Board of Commissioners

Approved as to form and content

Sibley County Attorney

Adopted by the Meeker-McLeod-Sibley Community Health Board on this 12th day of October 2006.

Chairperson, Meeker-McLeod-Sibley Community Health Board

Approved as to form and content

McLeod County Attorney, Attorney for the Community Health Board