

**SECOND AMENDED
JOINT POWERS AGREEMENT BETWEEN
MEEKER, MCLEOD AND SIBLEY COUNTIES
CREATING THE JOINT COMMUNITY HEALTH BOARD**

**ARTICLE 1
ENABLING AUTHORITY**

THIS AGREEMENT (hereinafter referred to as the Agreement) is made by and between Meeker, McLeod and Sibley Counties (each hereinafter referred to as a Member County). Each Member County is a political subdivision and governmental unit. These Member Counties shall hereinafter collectively be referred to as the Member Counties or the parties.

This Agreement amends and supersedes the Joint Powers Agreement originally dated April 19, 1990 and first amended August 8, 2006.

This Agreement is established pursuant to the authority granted pursuant to the Minnesota Constitution, laws of the State of Minnesota and, more specifically, Minnesota Statutes, Section 471.59 regarding joint powers entities and Minnesota Statutes, Section 145A regarding community health boards.

**ARTICLE II
PURPOSE**

By this Agreement, the parties have determined that they are jointly able to provide better and more efficient local public health services than as individual counties and that their powers under Minnesota Statutes and other applicable law may best be exercised jointly.

Accordingly, the parties desire to enter into this Agreement to establish the method by which this purpose shall be accomplished and the manner in which its powers shall be exercised.

**ARTICLE III
NAME OF ORGANIZATION AND BOUNDARIES**

Name of Organization. The parties do hereby establish a joint community health board to be called the "Meeker, McLeod and Sibley Community Health Board." This shall hereinafter be referred to as the Health Board.

Area of Organization. The area covered by the Agreement is the area contained within the boundaries of the parties. This area shall hereinafter be referred to as the Community Health Service Area.

ARTICLE IV
JOINT POWERS COMMUNITY HEALTH BOARD

A Joint Powers Community Health Board (hereinafter referred to as "the Board") is hereby created.

1. Board Composition. The Board shall consist of six (6) members:
 - a. Two members and one alternate shall be annually appointed by the County Board of each Member County from its membership to serve until replaced by the County Board of that County.
 - i. In the event that a County does not appoint a board member or alternate, the County's prior designated individual shall continue to serve until such time as a new individual is appointed.
 - ii. Vacancies in the position of board member or alternate shall be promptly filled by the County Board of that County.
 - c. The Board shall annually select the following Officers from Board Members: a Chair, Vice Chair and Secretary. Each Member County shall be represented among the Chair, Vice Chair and Secretary. These three Officers shall serve as an Executive Committee.
 - i. The Chair shall be a revolving annual appointment so that each Member County representative serves as Board Chair once every three (3) years. This shall be determined by a representative from the Member County who served as the Vice Chair in the prior year assuming the position of Chair the following year. A representative from the Member County who served as the Secretary in the prior year shall then assume the Vice Chair the following year. A representative from the Member County who served as the Chair in the prior year shall assume the Secretary position.
 - d. The Board shall annually appoint a Treasurer by either:
 1. selecting a Board member to serve in such capacity
 2. appointing a combined Secretary-Treasurer.
 3. utilizing an employee of a Member County with experience in finances; or
 4. contracting said services

In the event that the Board utilizes an employee of a Member County or contracts for said services, the Treasurer shall not be a voting member.
 - e. The Chair, or in the Chair's absence, the Vice – Chair shall preside at meetings of the Health Board and sign or authorize an agent to sign contracts and other documents requiring signatures on behalf of the Health Board.

2. Vacancies defined. Vacancies shall occur upon:
- a. The resignation, retirement or death of the member or alternate.
 - b. The member or alternate being removed as a Board member for the appointing Member County.
 - c. The member or alternate ceasing to be a County Commissioner.
 - d. The member or alternate being removed by motion and at least three (3) affirmative votes of the other Board members.
3. Duties of the Board. The Board shall have the powers and duties of a Community Health Board, including but not limited to those powers and duties outlined in Minn. Stat. Sec. 145A as now enacted or as may be amended. The Board shall also have the powers and duties common to the parties as is necessary and proper to fulfill its purposes and perform its duties, including those which are the same except for the territorial limits within which they may be exercised. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

Specific powers of the Board include the following:

- a. To control and direct the administration of the affairs of the Health Board.
- b. To adopt and amend By-Laws consistent with this Agreement.
- c. To employ or contract with a Community Health Services Administrator, other administrators, officers, employees, agents, consultants, contractors and such other individuals as may be determined by the Board as qualified to provide services for the Health Board and as necessary to carry out the provisions of this Agreement and the requirements of Minn. Stat. Sec. 145A.
- d. To acquire, by any lawful means, including gifts, purchase, lease or transfer of custodial control, such lands, buildings, facilities and equipment necessary and incident to the accomplishment of the purposes of Minn. Stat. Sec. 145A.
- e. To accept gifts, grants and subsidies from any lawful source.
- f. To apply for and accept local, state and federal funds.
- g. To establish and collect reasonable fees for community health services to the extent permitted by law.
- h. To enter into contracts on behalf of the Health Board.
- i. To make recommendations to the County Boards of the Member Counties relating to the Health Board.

- j. In the event that an appropriation from each Member County is required, to submit a proposed annual Health Board budget to the governing body of each Member County before July 1 in the applicable year. The budget of the Health Board shall be established in January of the applicable year.
 - k. To authorize the expenditure of subjected funds for the applicable fiscal year.
 - l. To delegate to the Executive Board the authority to purchase supplies and equipment necessary for the proper operation, care, maintenance and preservation of Health Board facilities and equipment, provided that such purchases do not exceed budgeted amounts in the Health Board's budget.
 - m. To lease and purchase capital equipment included within the Health Board's budget.
 - n. To sell, lease or dispose of surplus property.
 - o. To act as paying agent for any bonds, contracts of indebtedness and loans made in the name of the Health Board.
 - p. To cause an annual audit to be made of its accounts, books, vouchers and funds.
 - q. To appoint one or more Member County as financial, human resources and/or other administrative services agent for the Health Board and to compensate the Member County serving as agent for said services.
 - r. To enter into insurance agreements providing for liability and property insurance and such other insurance as the Health Board deems necessary as otherwise provided in this Agreement.
 - s. To enter into a Delegation Agreement with the Member Counties to the extent that such delegation is permitted by applicable law.
 - t. To ensure that community health services are accessible to all persons on the basis of need and to ensure that no one shall be denied services because of race, color, sex, age, language, religion, nationality, inability to pay, political persuasion or place of residence.
4. Board Meetings. The Board shall meet at least quarterly in each calendar year. The Board may meet more frequently as provided in the By-laws.
- a. A quorum for the purposes of conducting board business shall consist of one member or alternate from each Member County.
 - b. Procedures of the board shall generally follow Robert's Rules of Order except that the board may adopt other rules of procedure as it deems fit and consistent with this agreement. Failure to strictly adhere to procedural rules other than the

required number of votes and required notice of meetings shall not invalidate any resulting decision.

- c. The Board shall adopt written procedures in its Bylaws for transacting business and shall keep a public record of its transactions, findings, and determinations.
- d. Members may receive a per diem plus travel and other eligible expenses while engaged in official duties.

ARTICLE V BUDGET AND FUNDS

1. Quarterly Payment of Budgeted Amounts. On the first business day of January, April, July, and October of each year, each Member County shall pay to a joint Community fund an amount equal to one quarter of that Member County's share of the annual budget, if any. A Member County may choose to pay its share at one time or every six months rather than quarterly.
2. Accrual of Interest. Interest accruing to the Health Board funds shall become part of the fund. Funds on hand at year end shall be reserved for future Health Board operations.
3. Reports. The Health Board shall ensure strict accountability for all funds of the organization and shall require reports on all receipts and disbursements made to, or on behalf of the Health Board. The Board Chair shall cause a written quarterly financial report and such other reports as may be directed by the Board to be prepared and submitted to the Board for review and approval.
4. Deposit of funds. Fees and payments from all Health Board contracts and other services rendered shall be deposited into the joint operating Health Board fund upon receipt. Fees and payments for Health Board contracts and other services rendered shall be estimated for the following budget year before the annual assessment for each governmental unit, if any, is computed.

ARTICLE VI OWNERSHIP OF JOINT EQUIPMENT

The Member Counties shall acquire an undivided interest in any jointly purchased property and equipment in proportion to the amount that each has contributed to the cost. A master Community Health Board inventory of all newly purchased non-disposable or consumable items shall be maintained. The inventory shall indicate a description of the item, identification or serial numbers, Community Health Board inventory number, the year of purchase, and the total cost of the item. When jointly purchased equipment is traded or sold, the trade-in value or sale price shall be credited back to the Joint Community Health Board fund for use in equipment purchases.

ARTICLE VII
REAL ESTATE, BUILDINGS AND FACILITIES

Each Member County shall be responsible for providing adequate office space and facilities, including telephone services and internet connectivity, as may be determined by the Board. This may include the Member County or Member Counties purchasing necessary land and for the cost of construction of buildings necessary for housing the Health Board operations and services. Adequate and Necessary as used in this paragraph shall be determined by the Board.

Land and buildings in each Member County utilized for Health Board services and operations shall remain the property of the Member County in which it lies and shall be returned to the Member County upon withdrawal or dissolution. Remodeling and all repairs to said land and buildings shall be the responsibility of the Member County in which the land or structure lies.

Each Member County shall provide, at no cost to the Health Board, office cleaning, grounds maintenance, snow and ice control services and such other services common to business operation.

This article does not apply to land and buildings that may be purchased by the Health Board.

ARTICLE VIII
INSURANCE AND LIABILITY

1 Applicability. The Health Board 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 Health Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protection of M.S. 466.

2 Indemnification and Hold Harmless. The Health Board shall fully defend, indemnify and hold harmless the Member Counties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Health Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, 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 a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, 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 Party.

The Parties of 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.

3. Insurance. The Health Board shall procure its own insurance as an independent entity. Insurance for jointly owned equipment and costs/liabilities associated with the Health Board's employment of individuals, shall be paid for out of the Health Board fund. This shall include but not be limited to the payment of workers compensation and all other mandated employer contributions.

Insurance on individual County-owned buildings or facilities shall be the responsibility of the Member County owning the buildings.

ARTICLE IX DATA PRACTICES COMPLIANCE

The books and records, including minutes and fully executed Agreements of the Board shall be subject to the provisions of the Minnesota Government Data Practices Act (Minn. Stat. Sec. 13). Said data shall be maintained at the primary office of the Health Board. Records, accounts and reports shall be maintained by the Community Health Services Administrator.

ARTICLE X PROVISION FOR AMENDMENTS TO JOINT POWERS AGREEMENT

This agreement may be amended, including the provision for adding new members, upon recommendation of the Board and by ratification by the County Board of each Member County.

ARTICLE XI DISSOLUTION AND WITHDRAWAL

1. Perpetual Duration Unless Dissolved. Unless dissolved pursuant to this Agreement, the duration of this Agreement shall be perpetual.
2. Dissolution. This Agreement shall be dissolved upon unanimous written agreement of all parties.
 - a. Said dissolution shall occur following a two (2) year period during which the Health Board shall continue to operate and attempt to reach agreement upon the distribution of assets and liabilities, discharge of obligations and such other matters as may be needed to be addressed.
 - b. The Board shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs subject to this Agreement.
3. Dissolution Process. Upon dissolution, all Health Board debts and expenses shall be satisfied prior to distribution of any assets to the Member Counties.
 - a. This paragraph shall not apply to real property and buildings that remained the property of the Member County. Real property purchased by the Health Board and any improvements, buildings and fixtures upon said property shall have a fair market

value established by appraisal prior to the effective date of the dissolution. The Member County in which said real property is located shall have the first right to purchase for the appraised price. In the event that the Member County in which the property is located does not exercise its right to purchase within three (3) months of the effective date of the dissolution, the real property shall be sold and the net proceeds shall be distributed according to the percentage that each Member County contributed to the last budget for the Health Board. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.

- b. An inventory of all Health Board personal property and equipment shall be compiled by June 30 in the year preceding the dissolution. Values for said personal property and equipment shall be established by appraisal or, upon agreement of all Member Counties, any other commercially reasonable method.
- c. The property and equipment shall be distributed to each Member County as follows:
 - i. Each Member County shall be assigned an available credit amount based upon the total value of the property and equipment established above multiplied by the percentage that each Member County contributed to the last annual budget for the Board. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.

For example, if a Member County contributed 40% of the last annual budget and the total value of the property and equipment was \$100,000, the Member County would have an available credit of \$40,000.

- ii. Each Member County shall alternate selecting items with the initial order selected by drawing numbers. Selection shall occur as follows:
 - 1. The Member County with the first selection in the first round shall select last in the second round, first in the third round, etc.
 - 2. The Member County with the second selection in the first round shall select second to last in the second round, second in the third round, etc.
 - 3. The Member County with the third selection in the first round shall select first in the second round, third in the third round, etc.
 - 4. A Member County may pass on its turn at any given point in the process.
- d. Each selection shall be charged against the available credit amount for the selecting Member County and subsequent rounds shall occur until all property and equipment is distributed or each Member County declines to select the property and equipment.
 - i. Member County may exceed the available credit available on the purchase of one piece of capital equipment or one other equipment item of the Board. In the event a Member County exceeds its available credit, the

Member County hereby agrees that it shall reimburse the other Member Counties said excess amount (hereinafter called an excess payment) upon said selection.

- ii. Said excess payment shall be distributed to the other Member Counties based upon the same percentage of the total budget that the other Member County contributed excluding the Member County making the excess payment. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.
 - e. Property and equipment that is not selected following this process shall be declared surplus and sold with the proceeds distributed according to the percentage of available funds each Member County had when all Member Counties passed on the remaining equipment.
 - i. Property that is not sold after 60 calendar days of it being declared surplus shall be deemed to have a value of \$0 and may be disposed of in any reasonable manner.
4. Withdrawal. Member Counties may withdraw from this Agreement only in accordance with this Article. Unless there is a mutual written agreement from all Member Counties permitting earlier withdrawal, any party wishing to withdraw from this Joint Powers Agreement must give at least two calendar years advance notice to the other parties to this Agreement and the Commissioner of Health. In such instance, withdrawal shall occur on the January 1 that is at least two (2) years after said notice. Any Member County giving notice of withdrawal may rescind said notice and determine to stay in the Health Board only upon consent of the remaining Member Counties.
- a. Withdrawal Damages. Any Member County that withdraws shall forfeit all interest, claim or ownership to any Community Health Board owned equipment. In addition, the withdrawing Member County shall pay a withdrawal amount equal to one-half (1/2) its annual contribution in the prior budget year, if any.
 - b. Effect of Withdrawal. The Member County that withdraws shall have no liability or obligation to the Health Board after the effective date of withdrawal for debts or claims incurred after the effective date of withdrawal.

ARTICLE XII GENERAL PROVISIONS

1. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all of the parties hereto notwithstanding that all of the parties may not be signatories to the original or the same counterparts. Counterparts shall be filed with, and maintained by the office of the Public Health Administrator.


2. Severability. In the event that any provision of this Agreement is held to be contrary to law, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in force between the parties to the fullest extent permitted by law.
3. Modification. Any amendments, alterations, modifications or waivers of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.
4. Minnesota Law. The law of the State of Minnesota shall govern all questions as to the validity, performance and enforcement of this contract. This Agreement shall be interpreted and constructed according to the laws of the State of Minnesota.
5. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) to each County Board Chair at the Government Center for that County .
6. Headings. Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to be full or accurate descriptions of the content thereof.

ARTICLE XIII TERM AND EFFECTIVE DATE

This Agreement shall become effective upon approval by each party and shall remain in effect until dissolved as noted above.

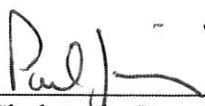
In Witness Whereof, the parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the dates show below.

COUNTY OF MEEKER

By: 
County Board Chair

Date:

ATTEST:


Clerk to the Board