

**SECOND AMENDED
JOINT POWERS AGREEMENT BETWEEN
LE SUEUR - WASECA COUNTIES
CREATING THE JOINT COMMUNITY HEALTH BOARD**

**ARTICLE 1
ENABLING AUTHORITY**

THIS AGREEMENT (hereinafter referred to as the Agreement) is made by and between Le Sueur and Waseca Counties (each hereinafter referred to as a Member County). Each Member County is a political subdivision and governmental unit. These Member Counties will hereinafter collectively be referred to as the Member Counties or the parties.

This Agreement amends and supersedes the Joint Powers Agreement originally dated December 6, 1988.

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 will 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 "Le Sueur - Waseca Community Health Board." This will 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 ten (10) members:
 - a. The Board shall be composed of the five County Commissioners from each of the Member Counties and each Commissioner shall remain a member of the Board for as long a term as he or she remains an elected Commissioner and until such time as her or his predecessor is duly elected and installed.
 - b. The Board shall annually select the following Officers from Board Members: a Chair, Vice Chair and Secretary. At all times, each Member County shall be represented at least once among the Chair, Vice Chair and Secretary. These three Officers shall serve as an Executive Committee.
 - i. The Chair shall be an alternating annual appointment of one Member County representative so that each Member County serves as Board Chair once every two (2) years.
 - c. The Chair, or in the Chair’s absence, the Vice Chair will preside at meetings of the Board and sign or authorize an agent to sign contracts and other documents requiring signatures on behalf of the Board.
2. Vacancies defined. Vacancies will occur upon:
 - a. The resignation, retirement or death of the member.
 - b. The member being removed as a Board member for the appointing Member County.
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 will include the following:

- a. To control and direct the administration of the affairs of the 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 Board.
 - i. To make recommendations to the County Boards of the Member Counties relating to the Board.
 - j. 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.
 - k. 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.
 - l. To enter into a Delegation Agreement with the Member Counties to the extent that such delegation is permitted by applicable law.
 - m. 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, gender identity, sexual preference, age, language, religion, nationality, inability to pay, political persuasion or place of residence.
4. Board Meetings. The Board will 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 at least six (6) members.
 - 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 will adopt written procedures in its Bylaws for transacting business and will 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 as determined by their member county.

ARTICLE V ADVISORY COMMITTEES

1. **Establishment:** The Member Counties may take such action as is permitted by the Local Public Health Act to establish Advisory Committees.

ARTICLE VI BUDGET AND FUNDS

1. Fiscal Management. The funds of the Le Sueur – Waseca Community Health Board shall be deposited in the Waseca County Treasury and managed by the Waseca County Auditor. The Fiscal Agent is authorized to deposit funds. Financial books and records are kept and maintain by the Le Sueur – Waseca Community Health Services administrative staff and the Waseca County Auditor-Treasurer Office.
2. Reports. The Health Board will ensure accountability for all funds of the organization and will require annual reporting of programs, budget and funding made to, or done on behalf of the Health Board. The Fiscal Year of the Community Health Board begins January 1 and ends December 31. The Board, through its designated agent, shall submit reports on its expenditures and activities as required by the Local Public Health Act.
3. Allocation of Financial Responsibility. The member Counties agree that each County's proportionate share of that portion of the Community Health Budget related to the annual operating cost of the Board, its staff and related expenditures shall be equal to each county's proportionate share of the total subsidy funds available to the Member Counties through the Local Public Health Act as determined and specified by the Department of Health.

ARTICLE VII INSURANCE AND LIABILITY

The Health Board will be considered a separate and distinct public entity to the full extent permitted by Minn. Stat. Sec. 471.59. Nothing in this Agreement shall be considered a waiver of any tort liability limits as established by law.

The Health Board will procure its own insurance as an independent entity. Insurance on individual County-owned buildings or facilities will be the responsibility of the Member County owning the buildings.

In all of the activities within the scope of this agreement, the Member Counties shall be deemed to be exercising their governmental functions, and none of the Member Counties shall be liable to the other for any acts, omissions or negligence of the officers, employees, contractors, consultants, volunteers, representatives or other individuals or entities of the other Member Counties or the Community Health Board.

**ARTICLE VIII
DATA PRACTICES COMPLIANCE**

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

**ARTICLE IX
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 X
TERMINATION OF AGREEMENT**

It is agreed by and between the Joint participants that this Agreement shall be continued until rescinded by either of the Joint Participants. Either 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 of the other county 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 takes place, in accordance with Minnesota Statutes 145A. Service may be made by mail, and the date of service shall be the date of mailing.

**ARTICLE XI
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 XII
TERM AND EFFECTIVE DATE**

This Agreement will become effective upon approval by each party and will 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 LE SUEUR

By: 

County Board Chair

Date: 4/18/17

ATTEST:



Clerk to the Board

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COUNTY OF WASECA


By:


County Board Chair

Date:

4/18/17

ATTEST:


Clerk to the Board

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