

**JOINT POWERS AGREEMENT BETWEEN AITKIN, ITASCA, AND KOOCHICHING
COUNTIES CREATING THE JOINT COMMUNITY HEALTH BOARD**

**ARTICLE I
ENABLING AUTHORITY**

THIS AGREEMENT (hereinafter referred to as the Agreement) is made by and between Aitkin, Itasca, and Koochiching 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 any prior Joint Powers Agreements of the parties.

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, 145A.03 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 it 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 “Aitkin-Itasca-Koochiching Community Health Board.” This shall hereinafter be referred to as the Joint 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 Joint Health Board”) is hereby created.

1. Board Composition. The Joint Health Board shall consist of seven (7) members:

- a. Except for Itasca County, each member County Board of Commissioners shall appoint two members to serve three year terms. Itasca County shall be entitled to three members appointed by the County Board of Commissioners.
 - i. Of the members appointed by each member County Board of Commissioners, at least one member shall be a County Commissioner. Each county will annually confirm appointment of a County Commissioner to the Joint Health Board and may appoint an alternate.
 - ii. The remaining members shall be laymen representative of the people in the community and shall include at least one person who is not a member of a County Board of Commissioners.
 - iii. 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.
 - b. The Joint Health Board shall annually select the following officers from Board Members: A Chairperson, Vice Chairperson and Secretary. All officers may be removed with or without cause by majority vote of a quorum of the Health Board. A vacancy in any office shall be filled promptly by the Joint Health Board provided that notice of time, place, and purpose shall be given to the members by email or letter at least seven (7) calendar days prior to the meeting to which such action is to take place.
 - c. The Chairperson, or in the Chairperson' absence, the Vice Chairperson shall preside at meetings of the Joint Health Board and sign or authorize an agent to sign contracts and other documents requiring signatures on behalf of the Joint Health Board.
 - d. The Secretary or designee shall keep the minutes of the meetings of the Joint Health Board.
 - e. The Joint Health Board may establish such other committees as may be deemed necessary or appropriate. The Chairperson may appoint members to committees with the approval of the Joint 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 a majority of a quorum of the other Board Members.
3. Duties of the Board. The Joint Health 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.04 as now enacted or as may be amended. The Joint Health 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.
4. Specific powers of the Joint Health Board include the following:
 - a. General responsibility for development and maintenance of a system of community health services under local administration within a system of state guidelines and standards;
 - b. To request, and to render assistance upon request, for enforcement and enforcement-related services to carry out the powers and duties under this Agreement from the following authorities within the jurisdictional area of this Agreement: Any state, county, or municipal law enforcement agency including the Minnesota Department of Health and Human Services, Minnesota DNR, Minnesota BCA, Minnesota State Patrol, county sheriffs, municipal police departments, county health and human services departments, county environmental, zoning, and solid waste services departments, and other like departments and agencies;
 - c. Under the general supervision of the Commissioner, recommend the enforcement of laws, regulations, and ordinances pertaining to the powers and duties within its jurisdictional area;
 - d. Consistent with the guidelines and standards provided under Minn. Stat. 145A.04, identify local public health priorities and implement activities to address the priorities and the areas of public health responsibility which include:
 - i. Assuring an adequate local public health infrastructure by maintaining the basic foundational capacities to a well-functioning public health system that includes data analysis and utilization; health planning; partnership development and community mobilization; policy development, analysis, and decision support; communication; and public health research, evaluation, and quality improvement;
 - ii. Promoting healthy communities and healthy behavior through activities that improve health in a population, such as investing in healthy families; engaging communities to change policies, systems, or environments to promote positive health or prevent adverse health; providing information and education about healthy

- communities or population health status; and addressing issues of health equity, health disparities, and the social determinants to health;
- iii. Preventing the spread of communicable disease by preventing diseases that are caused by infectious agents through detecting acute infectious diseases, ensuring the reporting of infectious diseases, preventing the transmission of infectious diseases, and implementing control measures during infectious disease outbreaks;
 - iv. Protecting against environmental health hazards by addressing aspects of the environment that pose risks to human health, such as monitoring air and water quality; developing policies and programs to reduce exposure to environmental health risks and promote healthy environments; and identifying and mitigating environmental risks such as food and waterborne diseases, radiation, occupational health hazards, and public health nuisances;
 - v. Preparing and responding to emergencies by engaging in activities that prepare public health departments to respond to events and incidents and assist communities in recovery, such as providing leadership for public health preparedness activities with a community; developing, exercising, and periodically reviewing response plans for public health threats; and developing and maintaining a system of public health workforce readiness, deployment, and response; and
 - vi. Assuring health services by engaging in activities such as assessing the availability of health-related services and health care providers in local communities, identifying gaps and barriers in services; convening community partners to improve community health systems; and providing services identified as priorities by the local assessment and planning process.
- d. Submit to the commissioner of health, at least every five years, a community health assessment and community health improvement plan, which shall be developed with input from the community and take into consideration the statewide outcomes, the areas of responsibility, and essential public health services;
 - e. Implement a performance management process in order to achieve desired outcomes;
 - f. Annually report to the commissioner on a set of performance measures and be prepared to provide documentation of ability to meet the performance measures;
 - g. To make investigations, or coordinate with any county board or city council within its jurisdiction to make investigations and reports and obey instructions on the control of communicable diseases as the Commissioner may direct under Section 144.12, 145A.06, subd. 2, or 145A.07, and otherwise cooperate so far as practicable to act together to prevent and control epidemic diseases;
 - h. Upon receiving funding for emergency preparedness or pandemic influenza planning from the state or from the United State Department of Health and Human Services, participate in planning or emergency use of volunteer health professionals through the Minnesota Response Medical Reserve Course Program of the Department of Health; to collaborate on volunteer planning with other public and private partners; to enter into mutual aid agreements for deployment of its paid employees and its MRMRC volunteers with other community health boards, political subdivisions within the state, or with tribal governments within the state;

- i. A member or agent of the Joint Health Board may enter a building, conveyance, or place where contagion, infection, filth, or other source or cause of preventable disease exists or is reasonable suspected to enforce public health laws, ordinances or rules;
- j. Acting to remove and abate public health nuisances as provided under Minn. Stat. 145A.04, subd. 8;
- k. To recommend local ordinances pertaining to community health services to any county board or city council within its jurisdiction and to advise the Commissioner on matters relating to public health that require assistance from the state or that may be of more than local interest;
- l. To carry out such other powers and duties of a community health board prescribed in other sections of law.

5. General powers of the Joint Health Board include the following:

- a. To control and direct the administration of the affairs of the Health Board.
- b. To adopt and amend Bylaws 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 Joint Health Board as qualified to provide services for the Health Board and as necessary to carry out the provision of this Agreement and the requirement of Minn. Stat. Chapt. 145 A.
- 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. Chapt. 145 A.
- 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 Joint Health Board.
- i. To make recommendations to the County Boards of the Member Counties relating to the Joint Health Board and Community Health Services.
- j. In the event that an appropriation from each Member County is required, to submit a proposed annual Joint Health Board budget to the governing body of each Member County before July 1 in the applicable year. The budget of the Joint Health Board shall be established in February of the applicable year.

- k. To authorize the expenditure of budgeted funds for the applicable fiscal year.
 - l. To delegate to the Community Health Services Administrator or designee to purchase supplies and equipment necessary for the proper operation, care, maintenance and preservation of Joint Health Board facilities and equipment, provided that such purchases do not exceed budgeted amounts in the Joint Health Board's budget.
 - m. To lease and purchase capital equipment included within the Joint Health Board's budget.
 - n. To sell, lease or dispose of surplus property.
 - o. To cause an annual audit to be made of its accounts, books, vouchers and funds.
 - p. To appoint one or more Member County as financial, human resources and/or other administrative services agent for the Joint Health Board and to compensate the Member County serving as agent for said services.
 - q. To enter into insurance agreements providing for liability and property and errors and omissions insurance and such other insurance as the Joint Health Board deems necessary as otherwise provided in this Agreement.
 - r. To enter into a Delegation Agreement with the Member Counties to the extent that such delegation is permitted by applicable law.
 - s. 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.
6. Joint Health Board Meetings. The Joint Health Board shall meet at least quarterly in each calendar year. The Board may meet more frequently as provided in the Bylaws.
- a. A quorum for the purposes of conducting board business shall consist of at least four members with at least one member or alternate from each Member County.
 - b. Procedures of the Joint Health 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 Joint Health 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. Budget. The Joint Health Board shall prepare its annual budget which shall be submitted to each Member County Board. The budget shall specify the total amount to be provided by each Member County.
2. Member County's' Contribution. The Member Counties agree that each county's proportionate share of that portion of the Joint Health Board budget related to the annual operating expenses of the Joint Health Board, Committees, their staff and related expenditures shall be equal to each county's proportionate share of the total subsidy funds or special project grants available to Member Counties through the Local Public Health Act. The County Board of each member county shall, upon approval of the budget, provide by grant, levy, or otherwise, its portion of the annual budget.
3. Reports. The Joint 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 Joint Health Board. The Board Chair shall cause a written monthly financial report and such other reports as may be directed by the Health Board to be prepared and submitted to the Health Board for review and approval.
4. Deposit of Funds. Fees and payments from all Joint Health Board contracts and other services rendered shall be deposited into the joint operating Joint Health Board fund upon receipt. Fees and payments for Joint 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. Absent clear and convincing evidence to the contrary, it is presumed that each Member County contributed to the cost in the same proportion it contributed to the annual budget pursuant to Article V. Part 2. 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, 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

1. 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 Joint Health Board. This may include the Member County or Member Counties purchasing necessary land or leasing of space and for the cost of construction of buildings necessary for housing the Joint Health Board operations and services. Adequate and Necessary as used in this paragraph shall be determined by the Joint Health Board.
2. Land and buildings in each Member County utilized for Joint 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 unless directly related or necessary to carry out Community Health Services operations.
3. Each Member County shall provide, at no cost to the Joint Health Board, office cleaning, grounds maintenance, snow and ice control services and such other services common to business operations.
4. This article does not apply to land and buildings that may be purchased by the Joint Health Board.

ARTICLE VIII INSURANCE AND LIABILITY

1. Applicability. The Joint 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 Joint 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 Joint Health Board shall fully defend, indemnify and hold harmless the Member Counties against all claims, losses, liability, suits, judgements, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Joint Health Board. This Agreement to indemnify ad hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.
3. 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.

4. 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.
5. Insurance. The Joint Health Board shall procure its own insurance as an independent entity. Insurance for jointly owned equipment and costs/liabilities associated with the Joint Health Board's employment of individuals, shall be paid for out of the Joint 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 Joint Health 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 Joint Health Board. Records, accounts and reports shall be maintained by the Community Health Services Administrator or its agent.

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 Joint Health 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 one (1) year period during which the Joint Health Board shall continue to operate and attempt to reach agreement upon the

distribution of assets and liabilities, discharge of obligations and such other matter as may be needed to be addressed.

- b. The Joint Health 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 Joint Health Board debts and expenses shall be satisfied prior to distribution of any assets to the Member Counties.

This paragraph shall not apply to real property and buildings that remained the property of the Member County. Real property purchased by the Joint 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 Joint Health Board. If no Member County contributed to the last budget for the Joint Health Board, said distribution shall occur evenly.

- a. An inventory of all Joint Health Board personal property and equipment shall be compiled 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.
- b. 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 Joint 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.
- c. 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 Joint Health 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 Joint Health Board, said distribution shall occur evenly.
 - d. 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. Member Counties may withdraw from this Agreement only in accordance with MN. Stat. 145 A. In such instance, withdrawal shall occur on January 1 that is at least one (1) full calendar year after said notice. Any Member County giving notice of withdrawal may rescind said notice and determine to stay in the Joint Health Board only upon consent of the remaining Member Counties.
 - a. Effect of Withdrawal. The Member County that withdraws shall have no liability or obligation to the Joint 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 shown below.

EXECUTION

This Agreement shall be executed pursuant to resolution adopted by the participating County Boards.

IN WITNESS WHEREOF, the following counties by appropriate resolution have authorized the execution of this Agreement, said Agreement to be effective as of the _____ day of _____, 2017.

By _____
Chairperson, Aitkin County Board of Commissioners

By _____
Aitkin County Attorney

By _____
Chairperson, Itasca County Board of Commissioners

By _____
Itasca County Attorney

By _____
Chairperson, Koochiching County Board of Commissioners

By _____
Koochiching County Attorney