

**SOUTHWEST HEALTH &
HUMAN SERVICES**

Joint Powers Agreement

607 West Main Street
Marshall, MN 56258

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as “Members” and individually as “Member,” which are signatories to this “Agreement.”

ARTICLE I

ENABLING AUTHORITY AND PURPOSE

- 1.1 Minnesota Statutes section 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties. Minnesota Statutes Chapter 145A requires that a political subdivision shall undertake the responsibilities of the Minnesota Public Health Act. Minnesota Statutes Chapter 393 and other applicable state statutes and rules, require counties, through the creation of a local social services agency, to undertake responsibilities related to the provision of human services.
- 1.2 The purpose of this Agreement is to strengthen and improve the provision and efficiency of human services and public health services in the Member Counties through the creation of a joint health and human services agency, hereafter called the Southwest Health and Human Services (“SWHHS”), which will provide human services and/or public health services in the counties who are signatories to this Agreement.
- 1.3 The SWHHS is established as a governmental unit under the above-referenced authority and requirements of state law to jointly exercise the powers common to the signatories for the provision of public health and human services and to provide other similar and related programs as determined by the Joint Board.
- 1.4 The Joint Board shall have the authority to explore and implement additional programs and services and alternate methods for the delivery of services and programs to the public.

ARTICLE II

JOINT HEALTH AND HUMAN SERVICES BOARD

- 2.1 The Joint Health and Human Services Board (“Joint Board”) shall take such action as it deems necessary and proper to accomplish the purposes of the SWHHS and any other action necessary and incidental to the implementation of said purpose or action. The Joint Board is hereby authorized to exercise such authority and powers common to the Parties as are necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement and/or in the Bylaws.
- 2.2 Member Counties, by executing this Agreement, recognize the Joint Board as the governing authority of the SWHHS.
- 2.3 The Joint Board shall be made up of the following:
 - 2.3.1 One Commissioner (or alternate) from each County serving on the Community Health Board; and
 - 2.3.2 One Commissioner (or alternate) from each County serving on the Human Services Board.
- 2.4 The duties of the SWHHS Joint Board shall include:
 - 2.4.1 Financial Administrative Services for Public Health and Human Services, consistent with the requirements of state and federal law;
 - 2.4.2 Personnel Administration, including the adoption and amendment of personnel policies and contract administration;
 - 2.4.3 Approve overall agency operating budget, subject to the approval of the Community Health Board and Human Services Board with respect to those matters under the jurisdiction of those specific Boards; and
 - 2.4.4 Technology, records management systems, municipal bidding, and other matters affecting both Health and Human Services and the agency as a whole, which are not programs specified by statute as falling under the jurisdiction of either the Community Health Board or the Human Services Board.
- 2.5 The Joint Board may hire or authorize the hiring of such staff, as it sees fit, and shall be the employer of all employees of SWHHS. The Joint Board shall hire a

chief administrative officer to be the Health and Human Services Director who shall be responsible for the overall administration of the agency, preparing and presenting a proposed budget and carrying out the day-to-day operations of the agency.

- 2.6 The Joint Board may enter into contracts, leases or agreements whenever the Joint Board shall deem such action to be advisable. The Joint Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law.
- 2.7 The Joint Board shall adopt and follow such Bylaws as may be appropriate and consistent with this Agreement and law. Bylaws shall be adopted by and amended by a two-thirds (2/3) majority of the Joint Board.
- 2.8 Any additional rules concerning the financing of the SWHHS and the disbursement of funds may be adopted by the Board providing they are not inconsistent with the provisions contained in this Agreement or state statutes.
- 2.9 The fiscal year of the SWHHS shall be January 1 through December 31.
- 2.10 Meetings of the Joint Board and the Community Health Board and Human Services Board shall be held in accordance with the Minnesota Open Meeting law.
- 2.11 Principal Location. The Board shall maintain its principal and legal office in Marshall, Minnesota - Lyon County and may establish offices in other Member Counties as it may be deemed appropriate.
- 2.12 The books and records, including minutes and the original fully executed Joint Powers Agreement shall be subject to the provisions of Minnesota Statutes Chapters 13 and 13D. They shall be maintained at its principal office in Marshall, Minnesota - Lyon County.

ARTICLE III

HUMAN SERVICES BOARD

- 3.1 The Human Services Board shall be comprised of:
 - 3.1.1 Two Commissioners of each Member County, which shall be selected by the individual County Boards on an annual basis; and

- 3.1.2 One layperson from each County, to be appointed consistent with the requirements of the Commissioner of Human Services.
- 3.2 The duties and powers of the Human Services Board shall include all such duties as set forth in Minnesota Statutes Chapter 393 as they relate to a Joint Powers Human Services Board, and such other applicable statutes and rules related to the provision of Social and Human Services.
- 3.3 The Human Services Board shall annually develop and approve a budget related to the provision of Human Services. The Human Services Board's approved budget shall be submitted to the Joint Board for inclusion in the overall budget to be presented to Members in accordance with Article V.

ARTICLE IV

COMMUNITY HEALTH BOARD

- 4.1 The Community Health Board shall be comprised of:
 - 4.1.1 One Commissioner and one alternate from each Member County, which shall be selected by the individual County Board, unless such County shall have a population in excess of twice that of any other Member County, in which case it shall have two Commissioners and two alternates.
- 4.2 The duties and powers of the Community Health Board shall include all such duties as set forth in Minnesota Statutes Chapter 145A as they relate to a Joint Powers Community Health Board, and such other applicable statutes and rules related to the provision of Public Health Services.
- 4.3 The Community Health Board shall annually develop and approve a budget related to the provision of Public Health Services. The Community Health Board's approved budget shall be submitted to the Joint Board for inclusion in the overall budget to be presented to Members in accordance with Article V.

ARTICLE V

FINANCING AND DISBURSEMENT OF FUNDS

- 5.1 The Joint Board shall have exclusive control over all monies credited to any SWHHS fund in accordance with state and federal laws and rules. Expenditures shall be made in accordance with the approved budget, contractual obligations of the agency and the approval of the Community Health Board and the Human

Services Board with respect to those matters under the jurisdiction of those specific Boards.

- 5.2 The Joint Board may accept any gift provided for SWHHS operations as provided in Minnesota Statutes.
- 5.3 The Joint Board shall adopt an annual operating budget based on recommendations from the Budget Committee. The budget must be approved by two-thirds (2/3) of appointed representatives to the Joint Board.
- 5.4 The adopted budget, which shall describe projected income and expenditures, shall be filed with the County Auditors of the Members and applicable Minnesota state agencies.
- 5.5 SWHHS will ensure strict accountability for all funds of the organization and will report on all receipts and disbursements made to, or on behalf of, the SWHHS.
- 5.6 Each County Board shall establish the revenue that it will provide to SWHHS, considering the budget request of SWHHS and the population of the County, as established by the most recent national census and shall notify SWHHS of the specific budget for the separate Community Health and Human Services Boards no later than September 1 in the year prior to the operating year.
- 5.7 In no event shall the budget request to any Member based on the national census increase more than ten percent (10%) in one year.

ARTICLE VI

FACILITIES, EQUIPMENT AND PROPERTY

- 6.1 Member Counties shall provide facilities, furniture, and equipment within their County for the provision of Community Health and Human Services. Any property provided by the Member County shall remain the property of the Member County in the event of dissolution or withdrawal.
- 6.2 Member Counties agree to ensure that the facilities will provide for the confidential operation of services, have adequate communications systems to integrate with the SWHHS and state data requirements, and staffing needs.
- 6.3 The SWHHS shall only be responsible for insuring property owned by the SWHHS. Furniture, buildings, automobiles, equipment and other assets owned by Member Counties will not be insured by the SWHHS.

ARTICLE VII

PROCEDURE TO JOIN

- 7.1 If a County wishes to join the SWHHS as a Member, it may make written application to the Joint Board no later than July 1 of the year prior to membership becoming effective January 1. The application shall consist of a County Board resolution containing language to indicate full acceptance (without deviation) of the contents of this Joint Powers Agreement and stating whether they are applying to participate in:
- a) Both Community Health and Human Services;
 - b) Only Human Services; or
 - c) Only Community Health.

The County shall formally submit the adopted Board resolution under cover to the Health and Human Services Director for distribution to the Joint Board. Upon a two-thirds (2/3) approval of the Joint Board Members representing the Member Counties who have not given a notice to withdraw, the request will be approved, subject to the provisions of Section 7.3. The Joint Board shall notify the Members in writing of its final decision.

In the event that a Member who is only participating in one aspect (Health or Human Services) seeks to participate in the other service, that Member shall follow the same procedure for joining with respect to that service as set forth above.

- 7.2 All Members agree to abide by the terms and conditions of this Joint Powers Agreement, the Bylaws and the Policies or Procedures adopted by the Joint Board and the Human Services Board and/or Community Health Board to which they are Members.
- 7.3 At the time of application, SWHHS shall notify the applying County of the amount of budget reserves for Human Services, Community Health and administration based upon the last audit report, and the proportionate share of reserves the County will be required to contribute to reserves upon becoming a member. Approval of membership by the Joint Board shall be contingent upon agreement of the County to contribute its proportionate share of budget reserves.

ARTICLE VIII

RIGHT TO WITHDRAW

- 8.1 A Member County may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdraw." The approved Member County Board's resolution shall be submitted under cover letter and sent via certified mail to each party to this Agreement and to the Health and Human Services Director. The Notice must be received by July 1 of an odd numbered year to be effective December 31 of the following even numbered year, providing at least eighteen (18) months for the withdrawal process.
- 8.2 Withdrawal may occur at an earlier time by mutual agreement of a two-thirds (2/3) majority vote of the non-withdrawing Members of the Joint Board and the withdrawing County Board.
- 8.3 In the event that a Member County who is participating in both Health and Human Services seeks to withdraw from only one aspect (Health or Human Services), it shall be within the discretion of a two-thirds (2/3) majority of the non-withdrawing Members of the Joint Board to allow the withdrawing Member to withdraw from one service rather than from the entire Agreement.
- 8.4 If any party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties. The withdrawing party shall retain title to any and all assets which have been assigned or provided to it by the SWHHS, including all fixed assets on the premises at the time of notification of withdrawal.
- 8.5 Following its withdrawal from this Agreement, the withdrawing Member County shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other Member Counties, and SWHHS. The withdrawing County shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its intent to withdraw.
- 8.6 All SWHHS owned vehicles shall remain the property of SWHHS, whether or not used by employees of the withdrawing County. All Community Health and Human Services records of SWHHS shall be returned to SWHHS, but the withdrawing party may obtain copies at its expense.
- 8.7 The Joint Board shall disburse to a withdrawing Member a proportionate share of any reserve funds which may exist, based upon the percentage of the budget contributed.

ARTICLE IX

AMENDMENT

- 9.1 Amendments to this Agreement may be proposed either by the Joint Board or by Member Counties. Some changes may be mandated by law. Notice of proposed changes shall be served on all Member Boards by certified mail not later than February 1 of an odd numbered year, unless an earlier date is mandated by a change in law.
- 9.2 Amendments to this Agreement must be approved by a two-thirds (2/3) vote of Member Boards who have not given a notice to withdraw, and shall be approved by the Member Boards no later than June 1 in an odd numbered year, to go into effect January 1 of the following even numbered year in order to give any Member not in agreement with the change the opportunity to withdraw, unless an earlier date is mandated by law.
- 9.3 Adopted amendments shall remain in full force and effect, subject to the terms stated herein, until such time as the Member Counties terminate this Agreement.

ARTICLE X

INDEMNIFICATION AND HOLD HARMLESS

- 10.1 The SWHHS shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. SWHHS shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- 10.2 The SWHHS shall fully defend, indemnify and hold harmless the signatory Members and Board Members against all claims, losses, liability, suits, judgments, costs and expenses by reasons of the action or inaction of the employees or agents of the SWHHS. This agreement to indemnify and hold harmless does not constitute a waiver by any Party/Member of limitations on liability under Minnesota Statutes section 466.04.
- 10.3 To the full extent permitted by law, actions by the Parties/Members pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes section 471.59, subdivision 1a(a); provided further that for purposes of

that statute, each Member party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

- 10.4 The Parties/Members to this Agreement are not liable for the acts or omissions of the other Party/Member to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party/Member.

ARTICLE XI

TERMINATION

- 11.1 The effective date of this Agreement is the 1st day of January, 2011.
- 11.2 This Agreement shall be effective with respect to a County upon approval of the governing body and the signature of the official with authority to bind the entity. This Agreement shall be in effect only with respect to the Members who have approved and signed it.
- 11.3 This Agreement continues in force until terminated by the respective County Boards of two-thirds (2/3) of the Member Counties who have not given a notice to withdraw.
- 11.3.1 A Member County which has given notice of withdrawal shall not be counted under this subsection.
- 11.4 Effects of Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement. Financial obligations shall continue until discharged by law, this Agreement or any other agreement.
- 11.5 Winding-up and Distribution. Upon termination of this Agreement, SWHHS shall be dissolved. The Joint Board shall continue to exist after dissolution as long as is necessary to wind-up and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any surplus shall be prorated and distributed to the Member Counties based upon the percentage of the budget contributed and the overall percentage of services provided to the Member Counties. Additionally, any joint property acquired shall also be liquidated and resulting funds distributed based on the overall percentage of services provided to each Member County.

ARTICLE XII

GOVERNING LAW, FINALITY, SEVERABILITY

- 12.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- 12.2 Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 12.3 Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by the authority in them vested.

COUNTY OF LINCOLN

COUNTY OF LYON

Approved as to form and execution:

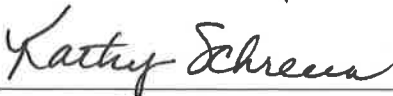
Approved as to form and execution:

By: 
County Board Chair

By: 
County Board Chair

Date of Signature: 9/07/2010

Date of Signature: 8-17-2010

By: 
Clerk to Board

By: 
Clerk to Board

Date of Signature: 9-7-2010

Date of Signature: 8/17/2010

COUNTY OF MURRAY

COUNTY OF PIPESTONE

Approved as to form and execution:

Approved as to form and execution:

By: John M. Giese
County Board Chair

By: James Kyr
County Board Chair

Date of Signature: 7/20/10

Date of Signature: 8/14/10

By: Mike Elliot
Clerk to Board

By: Ann Hannon
Clerk to Board

Date of Signature: 7/20/10

Date of Signature: 9-15-10

RRM: #142143

Member Curtis Blumeyer introduced the following Resolution and moved its adoption:

**RESOLUTION NO. 25-2010 APPROVING JOINT POWERS
AGREEMENT AND APPROVING DISSOLUTION OF
LLMP PH and LLM HS JOINT POWERS AGENCIES**

WHEREAS, Lincoln County has been a member of the Lincoln Lyon Murray Pipestone Public Health (LLMP PH) Joint Powers Board since 1979; and

WHEREAS, Lincoln County has been a member of the Lincoln Lyon Murray Human Services (LLM HS) Joint Powers Board since 1974; and

WHEREAS, the two Joint Powers Boards have been cooperating with respect to fiscal and administrative services for the purpose of strengthening services and improving efficiency and cost savings; and

WHEREAS, there remains duplication of services; and

WHEREAS, additional cost savings, efficiencies and improvement in services to the public can be achieved through greater cooperation and coordination;


NOW THEREFORE, BE IT RESOLVED BY THE Lincoln County Board of Commissioners as follows:

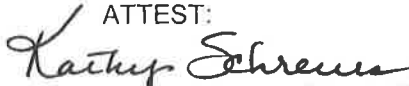
1. The Board hereby approves the Southwest Health and Human Services (SWHHS) Agency Joint Powers Agreement. The County shall participate in the SWHHS for both Public Health and Human Services, commencing January 1, 2011.
2. The Board hereby approves the termination of the LLM HS and LLMP PH Joint Powers Agreements and the dissolution of the LLM HS and LLMP PH agencies, effective December 31, 2010.
3. The Board recognizes and agrees that both LLM HS and LLMP PH shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs of the agencies. After payment of all claims and expenses, any surplus shall be prorated and the County's share, which shall be based upon the percentage of the budget contributed to the agencies and the overall percentage of services provided to the County, shall be submitted to SWHHS. This amount shall constitute the County's contribution to the budget reserves pursuant to the terms of the SWHHS Joint Powers Agreement.
4. The County Attorney and Board Clerk are authorized to sign the SWHHS Joint Powers Agreement on behalf of the Board. The Clerk shall ensure that proper notice is given to the Health and Human Services Director and all Member Counties.

The motion for the adoption of the foregoing Resolution was duly seconded by Joan Jagt and upon a vote being taken thereon, the following voted in favor of the motion: Commissioners Adam Gillund, Joan Jagt, Curtis Blumeyer, Larry Hansen, and Donald Evers.

and the following voted against the motion: None

Whereupon said Resolution was declared duly passed and adopted this 15th day of June, 2010.


Adam Gillund, 2010 Board Chair

ATTEST:

Kathy Schreurs, County Auditor

Member Nelson introduced the following Resolution and moved its adoption:

RESOLUTION APPROVING JOINT POWERS
AGREEMENT AND APPROVING DISSOLUTION OF
LLMP PH and LLM HS JOINT POWERS AGENCIES

WHEREAS, Lyon County has been a member of the Lincoln Lyon Murray Pipestone Public Health (LLMP PH) Joint Powers Board since 1979; and

WHEREAS, Lyon County has been a member of the Lincoln Lyon Murray Human Services (LLM HS) Joint Powers Board since 1974; and

WHEREAS, the two Joint Powers Boards have been cooperating with respect to fiscal and administrative services for the purpose of strengthening services and improving efficiency and cost savings; and

WHEREAS, there remains duplication of services; and

WHEREAS, additional cost savings, efficiencies and improvement in services to the public can be achieved through greater cooperation and coordination;

NOW THEREFORE, BE IT RESOLVED BY Lyon County Board of Commissioners as follows:

1. The Board hereby approves the Southwest Health and Human Services (SWHHS) Agency Joint Powers Agreement. The County shall participate in the SWHHS for both Community Health and Human Services, commencing January 1, 2011.
2. The Board hereby approves the termination of the LLM HS and LLMP PH Joint Powers Agreements and the dissolution of the LLM HS and LLMP PH agencies, effective December 31, 2010.
3. The Board recognizes and agrees that both LLM HS and LLMP PH shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs of the agencies. After payment of all claims and expenses, any surplus shall be prorated and the County's share, which shall be based upon the percentage of the budget contributed to the agencies and the overall percentage of services provided to the County, shall be submitted to SWHHS. This amount shall constitute the County's contribution to the budget reserves pursuant to the terms of the SWHHS Joint Powers Agreement.
4. The County Board Chair and Board Clerk are authorized to sign the SWHHS Joint Powers Agreement on behalf of the Board. The Clerk shall ensure that proper

notice is given to the Health and Human Services Director and all Member Counties.

The motion for the adoption of the foregoing Resolution was duly seconded by Ritter and upon a vote being taken thereon, the following voted in favor of the motion:

Ritter, Stensrud, Fenske, and Nelson

and the following voted against the motion:

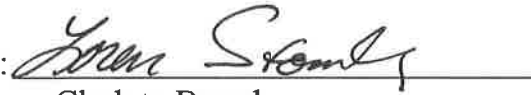
None

Whereupon said Resolution was declared duly passed and adopted.

Approved as to form and execution:

By: 
County Board Chair

Date of Signature: 6-15-10

By: 
Clerk to Board

Date of Signature: 6/15/2010



Commissioner Robert Moline offered the following resolution and moved for its adoption:

RESOLUTION NO. 2010-06-08-03
RESOLUTION APPROVING JOINT POWERS
AGREEMENT AND APPROVING DISSOLUTION OF
LLMP PH and LLM HS JOINT POWERS AGENCIES

WHEREAS, Murray County has been a member of the Lincoln Lyon Murray Pipestone Public Health (LLMP PH) Joint Powers Board since 1979; and

WHEREAS, Murray County has been a member of the Lincoln Lyon Murray Human Services (LLM HS) Joint Powers Board since 1974; and

WHEREAS, the two Joint Powers Boards have been cooperating with respect to fiscal and administrative services for the purpose of strengthening services and improving efficiency and cost savings; and

WHEREAS, there remains duplication of services; and

WHEREAS, additional cost savings, efficiencies and improvement in services to the public can be achieved through greater cooperation and coordination;

NOW THEREFORE, BE IT RESOLVED BY Murray County Board of Commissioners as follows:

1. The Board hereby approves the Southwest Health and Human Services (SWHHS) Agency Joint Powers Agreement. The County shall participate in the SWHHS for both Community Health and Human Services, commencing January 1, 2011.
2. The Board hereby approves the termination of the LLM HS and LLMP PH Joint Powers Agreements and the dissolution of the LLM HS and LLMP PH agencies, effective December 31, 2010.
3. The Board recognizes and agrees that both LLM HS and LLMP PH shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs of the agencies. After payment of all claims and expenses, any surplus shall be prorated and the County's share, which shall be based upon the percentage of the budget contributed to the agencies and the overall percentage of services provided to the County, shall be submitted to SWHHS. This amount shall constitute the County's contribution to the budget reserves pursuant to the terms of the SWHHS Joint Powers Agreement.
4. The County Attorney and the County Board Designee are authorized to sign the SWHHS Joint Powers Agreement on behalf of the Board. The Clerk shall ensure that proper notice is given to the Health and Human Services Director and all Member Counties.

The foregoing Resolution was duly seconded by Commissioner Kevin Vickerman and thereupon being put to a roll call vote passed unanimously as follows:

Kevin Vickerman: yes

Robert Moline: yes

Gerald Magnus: yes

William J. Sauer: yes

John Giese: yes

I, Heidi E. Winter, County Auditor/Treasurer of the County of Murray, State of Minnesota, do hereby certify that the foregoing copy represents a true and correct copy of the original thereof on file in my office.

Dated: July 19, 2010

Murray County Auditor-Treasurer

Member Tinklenberg introduced the following Resolution and moved its adoption:

RESOLUTION 59-25-10 APPROVING JOINT POWERS
AGREEMENT AND APPROVING DISSOLUTION OF
THE LLMP PH JOINT POWERS AGENCY

WHEREAS, Pipestone County has been a member of the Lincoln Lyon Murray Pipestone Public Health (LLMP PH) Joint Powers Board since 1979; and

WHEREAS, the LLMP PH has been cooperating with Lincoln Lyon Murray Human Services (LLM HS) Joint Powers Board with respect to fiscal and administrative services for the purpose of strengthening services and improving efficiency and cost savings; and

WHEREAS, there remains duplication of services; and

WHEREAS, additional cost savings, efficiencies and improvement in services to the public can be achieved through greater cooperation and coordination;

NOW THEREFORE, BE IT RESOLVED BY the Pipestone County Board of Commissioners as follows:

1. The Board hereby approves the Southwest Health and Human Services (SWHHS) Agency Joint Powers Agreement. Pipestone County shall participate in the SWHHS for Community Health Services, commencing January 1, 2011.
2. The Board hereby approves the termination of the LLMP PH Joint Powers Agreement and the dissolution of the LLMP PH agency, effective December 31, 2010.
3. The Board recognizes and agrees that LLMP PH shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs of the agency. After payment of all claims and expenses, any surplus shall be prorated and the County's share, which shall be based upon the percentage of the budget contributed to the agency and the overall percentage of services provided to the County, shall be submitted to SWHHS. This amount shall constitute the County's contribution to the budget reserves pursuant to the terms of the SWHHS Joint Powers Agreement.
4. The County Attorney and Board Clerk are authorized to sign the SWHHS Joint Powers Agreement on behalf of the Board. The County Administrator shall ensure that proper notice is given to the Health and Human Services Director and all Member Counties.

The motion for the adoption of the foregoing Resolution was duly seconded by Miller and upon a vote being taken thereon, the following voted in favor of the motion: DeRuyter, Keyes, Miller, Remund, Tinklenberg and the following voted against the motion: None

Whereupon said Resolution was declared duly passed and adopted this 22 day of June, 2010.



James Keyes, Chair
Pipestone County Board of Commissioners

I hereby certify that Resolution 59-25-10 is a true and correct and duly adopted by the Pipestone County Board of Commissioners.



Attest:

Sharon Hanson
County Administrator

**INTERIM AGREEMENT
SOUTHWEST HEALTH AND HUMAN SERVICES**

I. PURPOSE AND INCORPORATION

The signatory Counties (hereinafter collectively "parties") to the Joint Powers Agreement forming Southwest Health and Human Services ("SWHHS") recognize that certain decisions must be made with respect to planning and implementation in order for services to be effective January 1, 2011. Therefore, the parties enter into this Agreement for an Interim Board.

The parties agree that the terms of the Joint Powers Agreement forming SWHHS are hereby incorporated with respect to the Purpose, Finances, Disbursement of Funds, Facilities, Equipment and Property, Indemnification, Hold Harmless, Governing Laws, Finality and Severability except to the extent set forth in this Agreement.

II. INTERIM JOINT POWERS BOARD MEMBERSHIP

2.1 Voting Membership

2.1.1 The County Boards participating in SWHHS for both Health and Human Services shall appoint, no later than November 16, 2010, two (2) Commissioners (and two (2) alternates) to the Interim Joint Powers Board.

2.1.2 The County Board participating in SWHHS for only Public Health shall appoint, no later than November 16, 2010, one (1) Commissioner (and one (1) alternate) to the Interim Joint Powers Board

III. OFFICERS

3.1 Election of Officers

Officers shall be elected by a majority vote of the voting members at the first meeting of the Interim Board after adoption of this Interim Agreement by the County Boards. The first meeting shall be called and scheduled by Christopher Sorensen.

3.2 Chair

3.2.1 The Chair of the Interim Board shall preside at all meetings, authorize calls for any special meetings, and generally perform the duties of a presiding officer.

3.2.2 The Chair shall be responsible for ensuring that meetings are held in accordance with the provisions of the Minnesota Open Meeting Law.

3.3 Vice-Chair

In the absence or disability of the Chair, the Vice-Chair shall perform the duties of the Chair.

3.4 Secretary

3.4.1 The Secretary shall keep the minutes of the Board in records provided for that purpose.

3.4.2 In the absence of the Chair and Vice-Chair, the Secretary shall perform the duties of the Chair.

IV. POWERS AND DUTIES OF INTERIM BOARD

The Interim Board shall have, during the interim period following adoption of this Agreement by the Member Counties and the first meeting of the Interim Board, and the first meeting of the SWHHS Board held in 2011, the authority to:

- 4.1 Hire a Director;
- 4.2 Make employment offers to and hire employees, effective January 1, 2011;
- 4.3 Enter into negotiations on behalf of SWHHS with labor organization(s) regarding the terms and conditions of employment for staff;
- 4.4 Authorize expenditure of funds;
- 4.5 Develop and approve interim personnel policies;
- 4.6 Enter into professional service agreements and hire consultants for the purposes of this Agreement;
- 4.7 Open such bank accounts as may be deemed necessary and appropriate;

- 4.8 Enter into such contracts, leases and/or agreements whenever the Interim Board shall deem such action to be advisable that are consistent with the purposes of the Joint Powers Agreement and this Agreement; and
- 4.9 The Interim Board may take such other actions that it deems are necessary and incidental to the planning and implementation of SWHHS.

V. LIABILITY

- 5.1 The parties to this Interim Agreement are not liable for the acts or omissions of the other parties to this Agreement.

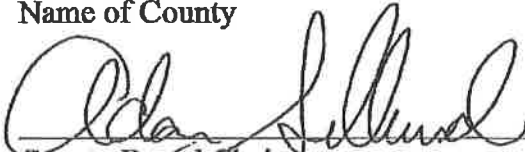
VI. TERM OF AGREEMENT

- 6.1 The effective date of this Agreement is the date upon which all four Counties who are parties to the Joint Powers Agreement forming SWHHS approve this agreement by action of their governing Boards. This Agreement shall terminate as of the date of the SWHHS Board's first meeting in 2011.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by the authority vested in them.

Lincoln

Name of County



County Board Chair

RRM: #145740

**INTERIM AGREEMENT
SOUTHWEST HEALTH AND HUMAN SERVICES**

I. PURPOSE AND INCORPORATION

The signatory Counties (hereinafter collectively "parties") to the Joint Powers Agreement forming Southwest Health and Human Services ("SWHHS") recognize that certain decisions must be made with respect to planning and implementation in order for services to be effective January 1, 2011. Therefore, the parties enter into this Agreement for an Interim Board.

The parties agree that the terms of the Joint Powers Agreement forming SWHHS are hereby incorporated with respect to the Purpose, Finances, Disbursement of Funds, Facilities, Equipment and Property, Indemnification, Hold Harmless, Governing Laws, Finality and Severability except to the extent set forth in this Agreement.

II. INTERIM JOINT POWERS BOARD MEMBERSHIP

2.1 Voting Membership

2.1.1 The County Boards participating in SWHHS for both Health and Human Services shall appoint, no later than November 16, 2010, two (2) Commissioners (and two (2) alternates) to the Interim Joint Powers Board.

2.1.2 The County Board participating in SWHHS for only Public Health shall appoint, no later than November 16, 2010, one (1) Commissioner (and one (1) alternate) to the Interim Joint Powers Board

III. OFFICERS

3.1 Election of Officers

Officers shall be elected by a majority vote of the voting members at the first meeting of the Interim Board after adoption of this Interim Agreement by the County Boards. The first meeting shall be called and scheduled by Christopher Sorensen.

3.2 Chair

3.2.1 The Chair of the Interim Board shall preside at all meetings, authorize calls for any special meetings, and generally perform the duties of a presiding officer.

3.2.2 The Chair shall be responsible for ensuring that meetings are held in accordance with the provisions of the Minnesota Open Meeting Law.

3.3 Vice-Chair

In the absence or disability of the Chair, the Vice-Chair shall perform the duties of the Chair.

3.4 Secretary

3.4.1 The Secretary shall keep the minutes of the Board in records provided for that purpose.

3.4.2 In the absence of the Chair and Vice-Chair, the Secretary shall perform the duties of the Chair.

IV. POWERS AND DUTIES OF INTERIM BOARD

The Interim Board shall have, during the interim period following adoption of this Agreement by the Member Counties and the first meeting of the Interim Board, and the first meeting of the SWHHS Board held in 2011, the authority to:

- 4.1 Hire a Director;
- 4.2 Make employment offers to and hire employees, effective January 1, 2011;
- 4.3 Enter into negotiations on behalf of SWHHS with labor organization(s) regarding the terms and conditions of employment for staff;
- 4.4 Authorize expenditure of funds;
- 4.5 Develop and approve interim personnel policies;
- 4.6 Enter into professional service agreements and hire consultants for the purposes of this Agreement;
- 4.7 Open such bank accounts as may be deemed necessary and appropriate;

- 4.8 Enter into such contracts, leases and/or agreements whenever the Interim Board shall deem such action to be advisable that are consistent with the purposes of the Joint Powers Agreement and this Agreement; and
- 4.9 The Interim Board may take such other actions that it deems are necessary and incidental to the planning and implementation of SWHHS.

V. LIABILITY

- 5.1 The parties to this Interim Agreement are not liable for the acts or omissions of the other parties to this Agreement.

VI. TERM OF AGREEMENT

- 6.1 The effective date of this Agreement is the date upon which all four Counties who are parties to the Joint Powers Agreement forming SWHHS approve this agreement by action of their governing Boards. This Agreement shall terminate as of the date of the SWHHS Board's first meeting in 2011.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by the authority vested in them.

Lyon County

Name of County



Rodney Stensrud, County Board Chair

RRM: #145740

**INTERIM AGREEMENT
SOUTHWEST HEALTH AND HUMAN SERVICES**

I. PURPOSE AND INCORPORATION

The signatory Counties (hereinafter collectively "parties") to the Joint Powers Agreement forming Southwest Health and Human Services ("SWHHS") recognize that certain decisions must be made with respect to planning and implementation in order for services to be effective January 1, 2011. Therefore, the parties enter into this Agreement for an Interim Board.

The parties agree that the terms of the Joint Powers Agreement forming SWHHS are hereby incorporated with respect to the Purpose, Finances, Disbursement of Funds, Facilities, Equipment and Property, Indemnification, Hold Harmless, Governing Laws, Finality and Severability except to the extent set forth in this Agreement.

II. INTERIM JOINT POWERS BOARD MEMBERSHIP

2.1 Voting Membership

2.1.1 The County Boards participating in SWHHS for both Health and Human Services shall appoint, no later than November 16, 2010, two (2) Commissioners (and two (2) alternates) to the Interim Joint Powers Board.

2.1.2 The County Board participating in SWHHS for only Public Health shall appoint, no later than November 16, 2010, one (1) Commissioner (and one (1) alternate) to the Interim Joint Powers Board

III. OFFICERS

3.1 Election of Officers

Officers shall be elected by a majority vote of the voting members at the first meeting of the Interim Board after adoption of this Interim Agreement by the County Boards. The first meeting shall be called and scheduled by Christopher Sorensen.

3.2 Chair

3.2.1 The Chair of the Interim Board shall preside at all meetings, authorize calls for any special meetings, and generally perform the duties of a presiding officer.

3.2.2 The Chair shall be responsible for ensuring that meetings are held in accordance with the provisions of the Minnesota Open Meeting Law.

3.3 Vice-Chair

In the absence or disability of the Chair, the Vice-Chair shall perform the duties of the Chair.

3.4 Secretary

3.4.1 The Secretary shall keep the minutes of the Board in records provided for that purpose.

3.4.2 In the absence of the Chair and Vice-Chair, the Secretary shall perform the duties of the Chair.

IV. POWERS AND DUTIES OF INTERIM BOARD

The Interim Board shall have, during the interim period following adoption of this Agreement by the Member Counties and the first meeting of the Interim Board, and the first meeting of the SWHHS Board held in 2011, the authority to:

- 4.1 Hire a Director;
- 4.2 Make employment offers to and hire employees, effective January 1, 2011;
- 4.3 Enter into negotiations on behalf of SWHHS with labor organization(s) regarding the terms and conditions of employment for staff;
- 4.4 Authorize expenditure of funds;
- 4.5 Develop and approve interim personnel policies;
- 4.6 Enter into professional service agreements and hire consultants for the purposes of this Agreement;
- 4.7 Open such bank accounts as may be deemed necessary and appropriate;

- 4.8 Enter into such contracts, leases and/or agreements whenever the Interim Board shall deem such action to be advisable that are consistent with the purposes of the Joint Powers Agreement and this Agreement; and
- 4.9 The Interim Board may take such other actions that it deems are necessary and incidental to the planning and implementation of SWHHS.

V. LIABILITY

- 5.1 The parties to this Interim Agreement are not liable for the acts or omissions of the other parties to this Agreement.

VI. TERM OF AGREEMENT

- 6.1 The effective date of this Agreement is the date upon which all four Counties who are parties to the Joint Powers Agreement forming SWHHS approve this agreement by action of their governing Boards. This Agreement shall terminate as of the date of the SWHHS Board's first meeting in 2011.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by the authority vested in them.

Murray

Name of County

John M. Giese
John M. Giese - County Board Chair

RRM: #145740

**INTERIM AGREEMENT
SOUTHWEST HEALTH AND HUMAN SERVICES**

I. PURPOSE AND INCORPORATION

The signatory Counties (hereinafter collectively "parties") to the Joint Powers Agreement forming Southwest Health and Human Services ("SWHHS") recognize that certain decisions must be made with respect to planning and implementation in order for services to be effective January 1, 2011. Therefore, the parties enter into this Agreement for an Interim Board.

The parties agree that the terms of the Joint Powers Agreement forming SWHHS are hereby incorporated with respect to the Purpose, Finances, Disbursement of Funds, Facilities, Equipment and Property, Indemnification, Hold Harmless, Governing Laws, Finality and Severability except to the extent set forth in this Agreement.

II. INTERIM JOINT POWERS BOARD MEMBERSHIP

2.1 Voting Membership

2.1.1 The County Boards participating in SWHHS for both Health and Human Services shall appoint, no later than November 16, 2010, two (2) Commissioners (and two (2) alternates) to the Interim Joint Powers Board.

2.1.2 The County Board participating in SWHHS for only Public Health shall appoint, no later than November 16, 2010, one (1) Commissioner (and one (1) alternate) to the Interim Joint Powers Board

III. OFFICERS

3.1 Election of Officers

Officers shall be elected by a majority vote of the voting members at the first meeting of the Interim Board after adoption of this Interim Agreement by the County Boards. The first meeting shall be called and scheduled by Christopher Sorensen.

3.2 Chair

3.2.1 The Chair of the Interim Board shall preside at all meetings, authorize calls for any special meetings, and generally perform the duties of a presiding officer.

3.2.2 The Chair shall be responsible for ensuring that meetings are held in accordance with the provisions of the Minnesota Open Meeting Law.

3.3 Vice-Chair

In the absence or disability of the Chair, the Vice-Chair shall perform the duties of the Chair.

3.4 Secretary

3.4.1 The Secretary shall keep the minutes of the Board in records provided for that purpose.

3.4.2 In the absence of the Chair and Vice-Chair, the Secretary shall perform the duties of the Chair.

IV. POWERS AND DUTIES OF INTERIM BOARD

The Interim Board shall have, during the interim period following adoption of this Agreement by the Member Counties and the first meeting of the Interim Board, and the first meeting of the SWHHS Board held in 2011, the authority to:

- 4.1 Hire a Director;
- 4.2 Make employment offers to and hire employees, effective January 1, 2011;
- 4.3 Enter into negotiations on behalf of SWHHS with labor organization(s) regarding the terms and conditions of employment for staff;
- 4.4 Authorize expenditure of funds;
- 4.5 Develop and approve interim personnel policies;
- 4.6 Enter into professional service agreements and hire consultants for the purposes of this Agreement;
- 4.7 Open such bank accounts as may be deemed necessary and appropriate;

- 4.8 Enter into such contracts, leases and/or agreements whenever the Interim Board shall deem such action to be advisable that are consistent with the purposes of the Joint Powers Agreement and this Agreement; and
- 4.9 The Interim Board may take such other actions that it deems are necessary and incidental to the planning and implementation of SWHHS.

V. LIABILITY

- 5.1 The parties to this Interim Agreement are not liable for the acts or omissions of the other parties to this Agreement.

VI. TERM OF AGREEMENT

- 6.1 The effective date of this Agreement is the date upon which all four Counties who are parties to the Joint Powers Agreement forming SWHHS approve this agreement by action of their governing Boards. This Agreement shall terminate as of the date of the SWHHS Board's first meeting in 2011.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by the authority vested in them.

Pipestone County

Name of County

James Ky

County Board Chair

RRM: #145740

Member Commissioner Adam Gillund introduced the following Resolution and moved its adoption:

RESOLUTION NO. 36-2011 WAIVING DEADLINE TO JOIN SWHHS

WHEREAS, Rock County has notified SWHHS that it wants to become a member of SWHHS and participate for both Community Health and Human Services, commencing January 1, 2012, upon approval of the SWHHS Governing Board; and

WHEREAS, due to various circumstances, Rock County was unable to meet the July 1, 2011 deadline set in the Joint Powers Agreement; and

WHEREAS, in order to vary from the terms of the Joint Powers Agreement, all parties to the Agreement must consent;

NOW THEREFORE, BE IT RESOLVED BY Lincoln County Board of Commissioners as follows:

1. The Board hereby agrees to waive the July 1 deadline for joining SWHHS and agrees that Rock County may become a member of SWHHS effective January 1, 2012.
2. The Board Clerk is hereby authorized to notify SWHHS of this action and provide a copy of this Resolution.

The motion for the adoption of the foregoing Resolution was duly seconded by Commissioner Joan Jagt and upon a vote being taken thereon, the following voted in favor of the motion:

Commissioners Jagt, Gillund, Evers, Hansen and Blumeyer

and the following voted against the motion: None

Whereupon said Resolution was declared duly passed and adopted this 4th Day of October, 2011.

ATTEST:



Kathy Schreurs, County Auditor

1 Res 30-11

Member Anderson introduced the following Resolution and moved its adoption:

RESOLUTION WAIVING DEADLINE TO JOIN SWHHS

WHEREAS, Rock County has notified SWHHS that it wants to become a member of SWHHS and participate for both Community Health and Human Services, commencing January 1, 2012, upon approval of the SWHHS Governing Board; and

WHEREAS, due to various circumstances, Rock County was unable to meet the July 1, 2011 deadline set in the Joint Powers Agreement; and

WHEREAS, in order to vary from the terms of the Joint Powers Agreement, all parties to the Agreement must consent;

NOW THEREFORE, BE IT RESOLVED BY Lyon County Board of Commissioners as follows:

- 1. The Board hereby agrees to waive the July 1 deadline for joining SWHHS and agrees that Rock County may become a member of SWHHS effective January 1, 2012.
- 2. The Board Clerk is hereby authorized to notify SWHHS of this action and provide a copy of this Resolution.

The motion for the adoption of the foregoing Resolution was duly seconded by Ritter and upon a vote being taken thereon, the following voted in favor of the motion:

Ritter, Stensrud, Goodenaw, Anderson & Fenske
and the following voted against the motion:

NONE
Whereupon said Resolution was declared duly passed and adopted.

RRM: #155461

Board approved 10-4-11



Murray County
2500 28th Street - P.O. Box 57
Slayton, MN 56172-0057
Phone: 507-836-6148
Fax: 507-836-6114
www.murray-countymn.com

EXCERPT FROM THE
PROCEEDINGS OF THE MURRAY COUNTY BOARD OF COMMISSIONERS
MURRAY COUNTY GOVERNMENT CENTER – SLAYTON, MINNESOTA
October 4, 2011 – 8:00 a.m.

Commissioner Robert Moline presented the following resolution and moved for its adoption:

Resolution 2011-10-04-01
Resolution Waiving Deadline to Join
Southwest Health and Human Services (SWHHS)

WHEREAS, Rock County has notified SWHHS that it wants to become a member of SWHHS and participate for both Community Health and Human Services, commencing January 1, 2012, upon approval of the SWHHS Governing Board; and
WHEREAS, due to various circumstances, Rock County was unable to meet the July 1, 2011 deadline set in the Joint Powers Agreement; and
WHEREAS, in order to vary from the terms of the Joint Powers Agreement, all parties to the Agreement must consent.

NOW THEREFORE BE IT RESOLVED, by the Murray County Board of Commissioners as follows:

1. The Board hereby agrees to waive the July 1 deadline for joining SWHHS and agrees that Rock County may become a member of SWHHS effective January 1, 2012.
2. The Board Clerk is hereby authorized to notify SWHHS of this action and provide a copy of this Resolution.

The foregoing resolution was duly seconded by Commissioner Kevin Vickerman and thereupon being put to a roll call vote members voted as follows:

Kevin Vickerman: Yes
Robert Moline: Yes
Gerald Magnus: Yes
John Giese: Yes
William J. Sauer: Yes

Whereupon said Resolution was declared duly passed and adopted.

I, Heidi E. Winter, County Auditor/Treasurer of the County of Murray, State of Minnesota, do hereby certify that the foregoing copy represents a true and correct copy of the original thereof on file in my office.

Dated: October 4, 2011

Murray County Auditor-Treasurer

59-41-11

RESOLUTION WAIVING DEADLINE TO JOIN SWHHS

WHEREAS, Rock County has notified SWHHS that it wants to become a member of SWHHS and participate for both Community Health and Human Services, commencing January 1, 2012, upon approval of the SWHHS Governing Board; and

WHEREAS, due to various circumstances, Rock County was unable to meet the July 1, 2011 deadline set in the Joint Powers Agreement; and

WHEREAS, in order to vary from the terms of the Joint Powers Agreement, all parties to the Agreement must consent;

NOW THEREFORE, BE IT RESOLVED BY Pipestone County Board of Commissioners as follows:

1. The Board hereby agrees to waive the July 1 deadline for joining SWHHS and agrees that Rock County may become a member of SWHHS effective January 1, 2012.
2. The Board Clerk is hereby authorized to notify SWHHS of this action and provide a copy of this Resolution.

Adopted this 4th day of October 2011


Chairman

ATTEST:



Member Commissioner Adam Gillund introduced the following Resolution and moved its adoption:

RESOLUTION NO. 37-2011 AMENDING JOINT POWERS AGREEMENT

WHEREAS, the members of SWHHS are interested in amending the Joint Powers Agreement to specify the factors to be included in the funding formula for Human Services; and

WHEREAS, the Joint Powers Agreement allows for amendments to the Agreement by 2/3 vote of the Member Counties in even numbered years, by notice given in February and action taken in June, effective in January of the even numbered years; and

WHEREAS, in order to vary from the terms of the Joint Powers Agreement, all Members must consent;

NOW THEREFORE, BE IT RESOLVED BY Lincoln County Board of Commissioners as follows:

1. The Board hereby waives the deadlines set forth in the Joint Powers Agreements regarding amendments.
2. The Board has reviewed and hereby approves the amendment to the Joint Powers Agreement authorizing a change to the factors to be considered in the funding formula for Human Services, effective January 1, 2012.
2. The Board Clerk is hereby authorized to notify SWHHS of this action and provide a copy of this Resolution.

The motion for the adoption of the foregoing Resolution was duly seconded by Commissioner Joan Jagt and upon a vote being taken thereon, the following voted in favor of the motion: Commissioners Joan Jagt, Adam Gillund, Larry Hansen, Don Evers, Curt Blumeyer

and the following voted against the motion: None

Whereupon said Resolution was declared duly passed and adopted this 4th Day of October, 2011.

ATTEST:



Kathy Schreurs, County Auditor

RRM: #155776

Member Ritter introduced the following Resolution and moved its adoption:

RESOLUTION AMENDING JOINT POWERS AGREEMENT

WHEREAS, the members of SWHHS are interested in amending the Joint Powers Agreement to specify the factors to be included in the funding formula for Human Services; and

WHEREAS, the Joint Powers Agreement allows for amendments to the Agreement by 2/3 vote of the Member Counties in even numbered years, by notice given in February and action taken in June, effective in January of the even numbered years; and

WHEREAS, in order to vary from the terms of the Joint Powers Agreement, all Members must consent;

NOW THEREFORE, BE IT RESOLVED BY Lyon County Board of Commissioners as follows:

1. The Board hereby waives the deadlines set forth in the Joint Powers Agreements regarding amendments.
2. The Board has reviewed and hereby approves the amendment to the Joint Powers Agreement authorizing a change to the factors to be considered in the funding formula for Human Services, effective January 1, 2012.
2. The Board Clerk is hereby authorized to notify SWHHS of this action and provide a copy of this Resolution.

The motion for the adoption of the foregoing Resolution was duly seconded by Stensrud and upon a vote being taken thereon, the following voted in favor of the motion:

Ritter, Stensrud, Goodenow, Anderson + Fenske
and the following voted against the motion:

None
Whereupon said Resolution was declared duly passed and adopted.

Board approved 10-4-11



Murray County
2500 28th Street - P.O. Box 57
Slayton, MN 56172-0057
Phone: 507-836-6148
Fax: 507-836-6114
www.murray-countymn.com

EXCERPT FROM THE
PROCEEDINGS OF THE MURRAY COUNTY BOARD OF COMMISSIONERS
MURRAY COUNTY GOVERNMENT CENTER – SLAYTON, MINNESOTA
October 4, 2011 – 8:00 a.m.

Commissioner Gerald Magnus presented the following resolution and moved for its adoption:

Resolution 2011-10-04-02
Resolution Amending Southwest
Health and Human Services Joint Powers Agreement

- WHEREAS, the members of SWHHS are interested in amending the Joint Powers Agreement to specify the factors to be included in the funding formula for Human Services; and
WHEREAS, the Joint Powers Agreement allows for amendments to the Agreement by 2/3 vote of the Member Counties in even numbered years, by notice given in February and action taken in June, effective in January of the even numbered years; and
WHEREAS, in order to vary from the terms of the Joint Powers Agreement, all Members must consent;
NOW THEREFORE BE IT RESOLVED, by the Murray County Board of Commissioners as follows:
1. The Board hereby waives the deadlines set forth in the Joint Powers Agreements regarding amendments.
 2. The Board has reviewed and hereby approves the amendment to the Joint Powers Agreement authorizing a change to the factors to be considered in the funding formula for Human Services, effective January 1, 2012 as follows:
 - a. Articles 3.3, 5.6 and 5.7 of the Southwest Health and Human Services Joint Powers Agreement shall be amended to recognize that funding for Human Services will be based upon consideration of: 1) population based on the most recent national census; 2) tax capacity; and 3) the most recent three (3) year average Social Services Expenditure and Grant Reconciliation Report (SEAGR).
 3. The Board Clerk is hereby authorized to notify SWHHS of this action and provide a copy of this Resolution.

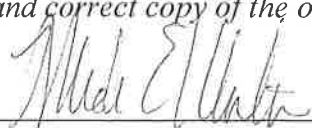
The foregoing resolution was duly seconded by Commissioner Robert Moline and thereupon being put to a roll call vote members voted as follows:

Kevin Vickerman: Yes
Robert Moline: Yes
Gerald Magnus: Yes
John Giese: Yes
William J. Sauer: Yes

Whereupon said Resolution was declared duly passed and adopted.

I, Heidi E. Winter, County Auditor/Treasurer of the County of Murray, State of Minnesota, do hereby certify that the foregoing copy represents a true and correct copy of the original thereof on file in my office.

Dated: October 4, 2011



Murray County Auditor-Treasurer

RESOLUTION 59-42-11
RESOLUTION AMENDING JOINT POWERS AGREEMENT

WHEREAS, the members of SWHHS are interested in amending the Joint Powers Agreement to specify the factors to be included in the funding formula for Human Services; and

WHEREAS, the Joint Powers Agreement allows for amendments to the Agreement by 2/3 vote of the Member Counties in even numbered years, by notice given in February and action taken in June, effective in January of the even numbered years; and

WHEREAS, in order to vary from the terms of the Joint Powers Agreement, all Members must consent;

NOW THEREFORE, BE IT RESOLVED BY Pipestone County Board of Commissioners as follows:

1. The Board hereby waives the deadlines set forth in the Joint Powers Agreements regarding amendments.
2. The Board has reviewed and hereby approves the amendment to the Joint Powers Agreement authorizing a change to the factors to be considered in the funding formula for Human Services, effective January 1, 2012.
2. The Board Clerk is hereby authorized to notify SWHHS of this action and provide a copy of this Resolution.

Whereupon said Resolution was declared duly passed and adopted.

Adopted this 4th day of October 2011


Chairman

ATTEST:  _____

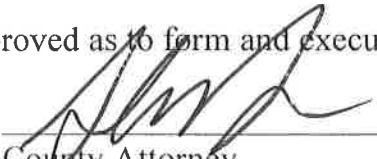
AMENDMENT TO JOINT POWERS AGREEMENT

Articles 3.3, 5.6 and 5.7 of the Southwest Health and Human Services Joint Powers Agreement shall be amended to recognize that funding for Human Services will be based upon consideration of: 1) population based on the most recent national census; 2) tax capacity; and 3) the most recent three (3) year average Social Services Expenditure and Grant Reconciliation Report (SEAGR), each factor to be weighted equally.

IN WITNESS WHEREOF, this Amendment has been executed by the parties by the authority in vested in them.

COUNTY OF Lincoln

Approved as to form and execution:

By: 
County Attorney

Date of Signature: 11-1-2011

By: Donald Evers, - Kathy Schreier
Clerk to Board

Date of Signature: 11-1-2011

AMENDMENT TO JOINT POWERS AGREEMENT

Articles 3.3, 5.6 and 5.7 of the Southwest Health and Human Services Joint Powers Agreement shall be amended to recognize that funding for Human Services will be based upon consideration of: 1) population based on the most recent national census; 2) tax capacity; and 3) the most recent three (3) year average Social Services Expenditure and Grant Reconciliation Report (SEAGR).

IN WITNESS WHEREOF, this Amendment has been executed by the parties by the authority in vested in them.

COUNTY OF Lyon

By: Robert Jenke
Chairman, Lyon County Board of Commissioners

Date of Signature: 10/17/2011

By: Joan Stenberg
Clerk to Board

Date of Signature: 10/17/2011

Approved as to form and execution:

By: Rene R. Moore
County Attorney

Date of Signature: 10/17/2011



Murray County
2500 28th Street - P.O. Box 57
Slayton, MN 56172-0057
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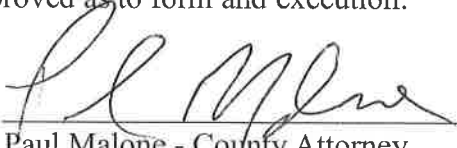
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IN WITNESS WHEREOF, this Amendment has been executed by the parties by the authority in vested in them.

COUNTY OF MURRAY

Approved as to form and execution:

By: 
Paul Malone - County Attorney

Date of Signature: 10-4-2011

By: 
Heidi E. Winter - Clerk to Board

Date of Signature: 10-4-2011

AMENDMENT TO JOINT POWERS AGREEMENT

Articles 3.3, 5.6 and 5.7 of the Southwest Health and Human Services Joint Powers Agreement shall be amended to recognize that funding for Human Services will be based upon consideration of: 1) population based on the most recent national census; 2) tax capacity; and 3) the most recent three (3) year average Social Services Expenditure and Grant Reconciliation Report (SEAGR), each factor to be weighted equally.

IN WITNESS WHEREOF, this Amendment has been executed by the parties by the authority in vested in them.

COUNTY OF Pipestone

Approved as to form and execution:

By: Jean E. O'Neil
County Attorney

Date of Signature: 11-14-11

By: _____
Clerk to Board

Date of Signature: _____


AMENDMENT TO JOINT POWERS AGREEMENT

Articles 3.3, 5.6 and 5.7 of the Southwest Health and Human Services Joint Powers Agreement shall be amended to recognize that funding for Human Services will be based upon consideration of: 1) population based on the most recent national census; 2) tax capacity; and 3) the most recent three (3) year average Social Services Expenditure and Grant Reconciliation Report (SEAGR), each factor to be weighted equally.


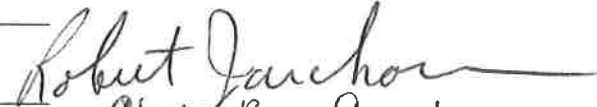
IN WITNESS WHEREOF, this Amendment has been executed by the parties by the authority in vested in them.

COUNTY OF Rock

Approved as to form and execution:

By: 
County Attorney

Date of Signature: 11-16-11

By:  Clerk to Board
 Chair, Rock County

Date of Signature: 18 Oct. 11

Member Joan Jagt introduced the following Resolution and moved its adoption:

RESOLUTION APPROVING APPLICATION TO JOIN SWHHS

WHEREAS, Rock County approved a Resolution seeking to join Southwest Health and Human Services for both Community Health and Human Services commencing January 1, 2012; and

WHEREAS, the Resolution approved by Rock County specifically agreed to the terms of the Southwest Health and Human Services (SWHHS) Joint Powers Agreement; and

WHEREAS, the Resolution approved by Rock County specifically agreed to contribute \$619,000 to the Human Services budget reserves of SWHHS and \$250,900 to the Community Health budget reserves of SWHHS upon becoming a member of SWHHS.

NOW THEREFORE, BE IT RESOLVED BY the Governing Board of Southwest Health and Human Services as follows:

1. Pursuant to Article VI, Section 7.3 of the Joint Powers Agreement, the Board hereby approves the Rock County's Membership for both Community Health and Human Services, commencing January 1, 2012.
2. The Director shall notify Rock County of this action and obtain appropriate signatures from Rock County on the Joint Powers Agreement and to take all other appropriate action to enable Rock County's membership effective January 1, 2012.

The motion for the adoption of the foregoing Resolution was duly seconded by Gerald Magnus and upon a vote being taken thereon, the following voted in favor of the motion: Gerald Magnus; Marvin Tinklenberg; Stephen Ritter; Robert Moline; Mark Goodenow and Joan Jagt

and the following voted against the motion: none

Whereupon said Resolution was declared duly passed and adopted.

**SOUTHWEST HEALTH &
HUMAN SERVICES**

Joint Powers Agreement

607 West Main Street
Marshall, MN 56258

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as “Members” and individually as “Member,” which are signatories to this “Agreement.”

ARTICLE I

ENABLING AUTHORITY AND PURPOSE

- 1.1 Minnesota Statutes section 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties. Minnesota Statutes Chapter 145A requires that a political subdivision shall undertake the responsibilities of the Minnesota Public Health Act. Minnesota Statutes Chapter 393 and other applicable state statutes and rules, require counties, through the creation of a local social services agency, to undertake responsibilities related to the provision of human services.
- 1.2 The purpose of this Agreement is to strengthen and improve the provision and efficiency of human services and public health services in the Member Counties through the creation of a joint health and human services agency, hereafter called the Southwest Health and Human Services (“SWHHS”), which will provide human services and/or public health services in the counties who are signatories to this Agreement.
- 1.3 The SWHHS is established as a governmental unit under the above-referenced authority and requirements of state law to jointly exercise the powers common to the signatories for the provision of public health and human services and to provide other similar and related programs as determined by the Joint Board.
- 1.4 The Joint Board shall have the authority to explore and implement additional programs and services and alternate methods for the delivery of services and programs to the public.

ARTICLE II

JOINT HEALTH AND HUMAN SERVICES BOARD

- 2.1 The Joint Health and Human Services Board (“Joint Board”) shall take such action as it deems necessary and proper to accomplish the purposes of the SWHHS and any other action necessary and incidental to the implementation of said purpose or action. The Joint Board is hereby authorized to exercise such authority and powers common to the Parties as are necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement and/or in the Bylaws.
- 2.2 Member Counties, by executing this Agreement, recognize the Joint Board as the governing authority of the SWHHS.
- 2.3 The Joint Board shall be made up of the following:
 - 2.3.1 One Commissioner (or alternate) from each County serving on the Community Health Board; and
 - 2.3.2 One Commissioner (or alternate) from each County serving on the Human Services Board.
- 2.4 The duties of the SWHHS Joint Board shall include:
 - 2.4.1 Financial Administrative Services for Public Health and Human Services, consistent with the requirements of state and federal law;
 - 2.4.2 Personnel Administration, including the adoption and amendment of personnel policies and contract administration;
 - 2.4.3 Approve overall agency operating budget, subject to the approval of the Community Health Board and Human Services Board with respect to those matters under the jurisdiction of those specific Boards; and
 - 2.4.4 Technology, records management systems, municipal bidding, and other matters affecting both Health and Human Services and the agency as a whole, which are not programs specified by statute as falling under the jurisdiction of either the Community Health Board or the Human Services Board.
- 2.5 The Joint Board may hire or authorize the hiring of such staff, as it sees fit, and shall be the employer of all employees of SWHHS. The Joint Board shall hire a

chief administrative officer to be the Health and Human Services Director who shall be responsible for the overall administration of the agency, preparing and presenting a proposed budget and carrying out the day-to-day operations of the agency.

- 2.6 The Joint Board may enter into contracts, leases or agreements whenever the Joint Board shall deem such action to be advisable. The Joint Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law.
- 2.7 The Joint Board shall adopt and follow such Bylaws as may be appropriate and consistent with this Agreement and law. Bylaws shall be adopted by and amended by a two-thirds (2/3) majority of the Joint Board.
- 2.8 Any additional rules concerning the financing of the SWHHS and the disbursement of funds may be adopted by the Board providing they are not inconsistent with the provisions contained in this Agreement or state statutes.
- 2.9 The fiscal year of the SWHHS shall be January 1 through December 31.
- 2.10 Meetings of the Joint Board and the Community Health Board and Human Services Board shall be held in accordance with the Minnesota Open Meeting law.
- 2.11 Principal Location. The Board shall maintain its principal and legal office in Marshall, Minnesota - Lyon County and may establish offices in other Member Counties as it may be deemed appropriate.
- 2.12 The books and records, including minutes and the original fully executed Joint Powers Agreement shall be subject to the provisions of Minnesota Statutes Chapters 13 and 13D. They shall be maintained at its principal office in Marshall, Minnesota - Lyon County.

ARTICLE III

HUMAN SERVICES BOARD

- 3.1 The Human Services Board shall be comprised of:
 - 3.1.1 Two Commissioners of each Member County, which shall be selected by the individual County Boards on an annual basis; and

- 3.1.2 One layperson from each County, to be appointed consistent with the requirements of the Commissioner of Human Services.
- 3.2 The duties and powers of the Human Services Board shall include all such duties as set forth in Minnesota Statutes Chapter 393 as they relate to a Joint Powers Human Services Board, and such other applicable statutes and rules related to the provision of Social and Human Services.
- 3.3 The Human Services Board shall annually develop and approve a budget related to the provision of Human Services. The Human Services Board's approved budget shall be submitted to the Joint Board for inclusion in the overall budget to be presented to Members in accordance with Article V.

ARTICLE IV

COMMUNITY HEALTH BOARD

- 4.1 The Community Health Board shall be comprised of:
 - 4.1.1 One Commissioner and one alternate from each Member County, which shall be selected by the individual County Board, unless such County shall have a population in excess of twice that of any other Member County, in which case it shall have two Commissioners and two alternates.
- 4.2 The duties and powers of the Community Health Board shall include all such duties as set forth in Minnesota Statutes Chapter 145A as they relate to a Joint Powers Community Health Board, and such other applicable statutes and rules related to the provision of Public Health Services.
- 4.3 The Community Health Board shall annually develop and approve a budget related to the provision of Public Health Services. The Community Health Board's approved budget shall be submitted to the Joint Board for inclusion in the overall budget to be presented to Members in accordance with Article V.

ARTICLE V

FINANCING AND DISBURSEMENT OF FUNDS

- 5.1 The Joint Board shall have exclusive control over all monies credited to any SWHHS fund in accordance with state and federal laws and rules. Expenditures shall be made in accordance with the approved budget, contractual obligations of the agency and the approval of the Community Health Board and the Human

Services Board with respect to those matters under the jurisdiction of those specific Boards.

- 5.2 The Joint Board may accept any gift provided for SWHHS operations as provided in Minnesota Statutes.
- 5.3 The Joint Board shall adopt an annual operating budget based on recommendations from the Budget Committee. The budget must be approved by two-thirds (2/3) of appointed representatives to the Joint Board.
- 5.4 The adopted budget, which shall describe projected income and expenditures, shall be filed with the County Auditors of the Members and applicable Minnesota state agencies.
- 5.5 SWHHS will ensure strict accountability for all funds of the organization and will report on all receipts and disbursements made to, or on behalf of, the SWHHS.
- 5.6 Each County Board shall establish the revenue that it will provide to SWHHS, considering the budget request of SWHHS and the population of the County, as established by the most recent national census and shall notify SWHHS of the specific budget for the separate Community Health and Human Services Boards no later than September 1 in the year prior to the operating year.
- 5.7 In no event shall the budget request to any Member based on the national census increase more than ten percent (10%) in one year.

ARTICLE VI

FACILITIES, EQUIPMENT AND PROPERTY

- 6.1 Member Counties shall provide facilities, furniture, and equipment within their County for the provision of Community Health and Human Services. Any property provided by the Member County shall remain the property of the Member County in the event of dissolution or withdrawal.
- 6.2 Member Counties agree to ensure that the facilities will provide for the confidential operation of services, have adequate communications systems to integrate with the SWHHS and state data requirements, and staffing needs.
- 6.3 The SWHHS shall only be responsible for insuring property owned by the SWHHS. Furniture, buildings, automobiles, equipment and other assets owned by Member Counties will not be insured by the SWHHS.

ARTICLE VII

PROCEDURE TO JOIN

- 7.1 If a County wishes to join the SWHHS as a Member, it may make written application to the Joint Board no later than July 1 of the year prior to membership becoming effective January 1. The application shall consist of a County Board resolution containing language to indicate full acceptance (without deviation) of the contents of this Joint Powers Agreement and stating whether they are applying to participate in:
- a) Both Community Health and Human Services;
 - b) Only Human Services; or
 - c) Only Community Health.

The County shall formally submit the adopted Board resolution under cover to the Health and Human Services Director for distribution to the Joint Board. Upon a two-thirds (2/3) approval of the Joint Board Members representing the Member Counties who have not given a notice to withdraw, the request will be approved, subject to the provisions of Section 7.3. The Joint Board shall notify the Members in writing of its final decision.

In the event that a Member who is only participating in one aspect (Health or Human Services) seeks to participate in the other service, that Member shall follow the same procedure for joining with respect to that service as set forth above.

- 7.2 All Members agree to abide by the terms and conditions of this Joint Powers Agreement, the Bylaws and the Policies or Procedures adopted by the Joint Board and the Human Services Board and/or Community Health Board to which they are Members.
- 7.3 At the time of application, SWHHS shall notify the applying County of the amount of budget reserves for Human Services, Community Health and administration based upon the last audit report, and the proportionate share of reserves the County will be required to contribute to reserves upon becoming a member. Approval of membership by the Joint Board shall be contingent upon agreement of the County to contribute its proportionate share of budget reserves.

ARTICLE VIII

RIGHT TO WITHDRAW

- 8.1 A Member County may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdraw." The approved Member County Board's resolution shall be submitted under cover letter and sent via certified mail to each party to this Agreement and to the Health and Human Services Director. The Notice must be received by July 1 of an odd numbered year to be effective December 31 of the following even numbered year, providing at least eighteen (18) months for the withdrawal process.
- 8.2 Withdrawal may occur at an earlier time by mutual agreement of a two-thirds (2/3) majority vote of the non-withdrawing Members of the Joint Board and the withdrawing County Board.
- 8.3 In the event that a Member County who is participating in both Health and Human Services seeks to withdraw from only one aspect (Health or Human Services), it shall be within the discretion of a two-thirds (2/3) majority of the non-withdrawing Members of the Joint Board to allow the withdrawing Member to withdraw from one service rather than from the entire Agreement.
- 8.4 If any party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties. The withdrawing party shall retain title to any and all assets which have been assigned or provided to it by the SWHHS, including all fixed assets on the premises at the time of notification of withdrawal.
- 8.5 Following its withdrawal from this Agreement, the withdrawing Member County shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other Member Counties, and SWHHS. The withdrawing County shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its intent to withdraw.
- 8.6 All SWHHS owned vehicles shall remain the property of SWHHS, whether or not used by employees of the withdrawing County. All Community Health and Human Services records of SWHHS shall be returned to SWHHS, but the withdrawing party may obtain copies at its expense.
- 8.7 The Joint Board shall disburse to a withdrawing Member a proportionate share of any reserve funds which may exist, based upon the percentage of the budget contributed.

ARTICLE IX

AMENDMENT

- 9.1 Amendments to this Agreement may be proposed either by the Joint Board or by Member Counties. Some changes may be mandated by law. Notice of proposed changes shall be served on all Member Boards by certified mail not later than February 1 of an odd numbered year, unless an earlier date is mandated by a change in law.
- 9.2 Amendments to this Agreement must be approved by a two-thirds (2/3) vote of Member Boards who have not given a notice to withdraw, and shall be approved by the Member Boards no later than June 1 in an odd numbered year, to go into effect January 1 of the following even numbered year in order to give any Member not in agreement with the change the opportunity to withdraw, unless an earlier date is mandated by law.
- 9.3 Adopted amendments shall remain in full force and effect, subject to the terms stated herein, until such time as the Member Counties terminate this Agreement.

ARTICLE X

INDEMNIFICATION AND HOLD HARMLESS

- 10.1 The SWHHS shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. SWHHS shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- 10.2 The SWHHS shall fully defend, indemnify and hold harmless the signatory Members and Board Members against all claims, losses, liability, suits, judgments, costs and expenses by reasons of the action or inaction of the employees or agents of the SWHHS. This agreement to indemnify and hold harmless does not constitute a waiver by any Party/Member of limitations on liability under Minnesota Statutes section 466.04.
- 10.3 To the full extent permitted by law, actions by the Parties/Members pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes section 471.59, subdivision 1a(a); provided further that for purposes of

that statute, each Member party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

- 10.4 The Parties/Members to this Agreement are not liable for the acts or omissions of the other Party/Member to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party/Member.

ARTICLE XI

TERMINATION

- 11.1 The effective date of this Agreement is the 1st day of January, 2011.
- 11.2 This Agreement shall be effective with respect to a County upon approval of the governing body and the signature of the official with authority to bind the entity. This Agreement shall be in effect only with respect to the Members who have approved and signed it.
- 11.3 This Agreement continues in force until terminated by the respective County Boards of two-thirds (2/3) of the Member Counties who have not given a notice to withdraw.
- 11.3.1 A Member County which has given notice of withdrawal shall not be counted under this subsection.
- 11.4 Effects of Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement. Financial obligations shall continue until discharged by law, this Agreement or any other agreement.
- 11.5 Winding-up and Distribution. Upon termination of this Agreement, SWHHS shall be dissolved. The Joint Board shall continue to exist after dissolution as long as is necessary to wind-up and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any surplus shall be prorated and distributed to the Member Counties based upon the percentage of the budget contributed and the overall percentage of services provided to the Member Counties. Additionally, any joint property acquired shall also be liquidated and resulting funds distributed based on the overall percentage of services provided to each Member County.

ARTICLE XII

GOVERNING LAW, FINALITY, SEVERABILITY

- 12.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- 12.2 Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 12.3 Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by the authority in them vested.

COUNTY OF ROCK

COUNTY OF _____

Approved as to form and execution:

Approved as to form and execution:

By: Robert J. Archow
County Board Chair
Date of Signature: _____

By: _____
County Board Chair
Date of Signature: _____

By: J. J. O'H
Clerk to Board
Date of Signature: 18 Oct 11

By: _____
Clerk to Board
Date of Signature: _____

By: Shadrick K. Tuben
County Attorney
Date of Signature: 11-10-11

By: _____
County Attorney
Date of Signature: _____

COUNTY OF _____

COUNTY OF _____

Approved as to form and execution:

Approved as to form and execution:

By: _____
County Attorney

By: _____
County Attorney

Date of Signature: _____

Date of Signature: _____

By: _____
Clerk to Board

By: _____
Clerk to Board

Date of Signature: _____

Date of Signature: _____

RRM: #142143

Member Robert Moline introduced the following Resolution and moved its adoption:

RESOLUTION APPROVING APPLICATION TO JOIN SWHHS

WHEREAS, Redwood County approved a Resolution seeking to join Southwest Health and Human Services for both Community Health and Human Services commencing January 1, 2013; and

WHEREAS, the Resolution approved by Redwood County specifically agreed to the terms of the Southwest Health and Human Services (SWHHS) Joint Powers Agreement; and

WHEREAS, the Resolution approved by Redwood County specifically agrees to contribute \$934,642 to the Human Services budget reserves of SWHHS and \$373,856 to the Community Health budget reserves of SWHHS upon becoming a member of SWHHS on January 1, 2013; and

WHEREAS, the Resolution approved by Redwood County also agreed to contribute the following additional amounts to SWHHS:

- a) \$300,000 in levy equalization funds on January 1, 2013; and
- b) an amount of up to, but not exceeding, \$300,000 in levy equalization funds on January 1, 2014, the exact amount of the latter to be determined by the Governing Board of SWHHS no later than September 30, 2013.

NOW THEREFORE, BE IT RESOLVED BY the Governing Board of Southwest Health and Human Services as follows:

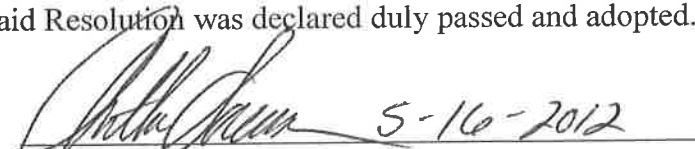
1. Pursuant to Article VI, Section 7.3 of the Joint Powers Agreement, the Board hereby approves the Redwood County's Membership for both Community Health and Human Services, commencing January 1, 2013.
2. The Director shall notify Redwood County of this action and obtain appropriate signatures from Redwood County on the Joint Powers Agreement and to take all other appropriate action to enable Redwood County's membership effective January 1, 2013.

The motion for the adoption of the foregoing Resolution was duly seconded by Curtis Blumeyer and upon a vote being taken thereon, the following voted in favor of the motion: Marvin Tinklenberg; Robert Moline; Joan Jagt; Curtis Blumeyer; Kevin Vickerman; Stephen Ritter; Robert Fenske; Robert Jarchow; and Ronald Boyenga

and the following voted against the motion: none

Whereupon said Resolution was declared duly passed and adopted.

Attested by:


SWHHS Director

**SOUTHWEST MINNESOTA HEALTH AND
HUMAN SERVICES AGENCY**

Joint Powers Agreement

REDWOOD COUNTY

607 West Main Street
Marshall, MN 56258

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as “Members” and individually as “Member,” which are signatories to this “Agreement.”

ARTICLE I

ENABLING AUTHORITY AND PURPOSE

- 1.1 Minnesota Statutes section 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties. Minnesota Statutes Chapter 145A requires that a political subdivision shall undertake the responsibilities of the Minnesota Public Health Act. Minnesota Statutes Chapter 393 and other applicable state statutes and rules, require counties, through the creation of a local social services agency, to undertake responsibilities related to the provision of human services.
- 1.2 The purpose of this Agreement is to strengthen and improve the provision and efficiency of human services and public health services in the Member Counties through the creation of a joint health and human services agency, hereafter called the Southwest Minnesota Health and Human Services (SWMHHS), which will provide human services and/or public health services in the counties who are signatories to this Agreement.
- 1.3 The SWMHHS is established as a governmental unit under the above-referenced authority and requirements of state law to jointly exercise the powers common to the signatories for the provision of public health and human services and to provide other similar and related programs as determined by the Joint Board.
- 1.4 The Joint Board shall have the authority to explore and implement additional programs and services and alternate methods for the delivery of services and programs to the public.

ARTICLE II

JOINT HEALTH AND HUMAN SERVICES BOARD

- 2.1 The Joint Health and Human Services Board (Joint Board) shall take such action as it deems necessary and proper to accomplish the purposes of the SWMHHS and any other action necessary and incidental to the implementation of said purpose or action. The Joint Board is hereby authorized to exercise such authority and powers common to the Parties as are necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement and/or in the bylaws.
- 2.2 Member Counties, by executing this Agreement, recognize the Joint Board as the governing authority of the SWMHHS.
- 2.3 The Joint Board shall be made up of the following:
 - 2.3.1 One Commissioner (or alternate) from each County serving on the Community Health Board; and
 - 2.3.2 One Commissioner (or alternate) from each County serving on the Human Services Board.
- 2.4 The duties of the SWMHHS Joint Board shall include:
 - 2.4.1 Financial Administrative Services for Public Health and Human Services, consistent with the requirements of state and federal law; and
 - 2.4.2 Personnel Administration, including the adoption and amendment of Personnel policies and contract administration.
 - 2.4.3 Approve overall agency operating budget, subject to the approval of the Community Health Board and Human Services Board with respect to those matters under the jurisdiction of those specific Boards;
 - 2.4.4 Technology, records management systems, municipal bidding, and other matters affecting both Health and Human Services and the agency as a whole, which are not programs specified by statute as falling under the jurisdiction of either the Community Health Board or the Human Services Board.
- 2.5 The Joint Board may hire or authorize the hiring of such staff, as it sees fit and shall be the employer of all employees of SWMHHS. The Joint Board shall hire a Chief

Administrative Officer to be the Health and Human Services Director who shall be responsible for the overall administration of the agency, preparing and presenting a proposed budget and carrying out the day-to-day operations of the agency.

- 2.6 The Joint Board may enter into contracts, leases or agreements whenever the Joint Board shall deem such action to be advisable. The Joint Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law.
- 2.7 The Joint Board shall adopt and follow such bylaws as may be appropriate and consistent with this Agreement and law. Bylaws shall be adopted by and amended by a 2/3 majority of the Joint Board.
- 2.8 Any additional rules concerning the financing of the SWMHHS and the disbursement of funds may be adopted by the Board providing they are not inconsistent with the provisions contained in this Agreement or state statutes.
- 2.9 The fiscal year of the SWMHHS shall be January 1 through December 31.
- 2.10 Meetings of the Joint Board and the Community Health Board and Human Services Board shall be held in accordance with the Minnesota Open Meeting law.
- 2.11 Principal Location. The Board shall maintain its principal and legal office in Marshall, Minnesota - Lyon County and may establish offices in other Member Counties as it may be deemed appropriate.
- 2.12 The books and records, including minutes and the original fully executed Joint Powers Agreement shall be subject to the provisions of Minn. Stat. Ch. 13 and 13D. They shall be maintained at its principal office in Marshall, Minnesota - Lyon County.

ARTICLE III

HUMAN SERVICES BOARD

- 3.1 The Human Services Board shall be comprised of:
 - 3.1.1 Two Commissioners of each Member County, which shall be selected by the individual County Boards on an annual basis; and
 - 3.1.2 One lay person from each County, to be appointed consistent with the requirements of the Commissioner of Human Services.

- 3.2 The duties and powers of the Human Services Board shall include all such duties as set forth in Minn. Chapter 393 as they relate to a Joint Powers Human Services Board, and such other applicable statutes and rules related to the provision of social and human services.
- 3.3 The Human Services Board shall annually develop and approve a budget related to the provision of Human Services. The Human Services Board's approved budget shall be submitted to the Joint Board for inclusion in the overall budget to be presented to Members in accordance with Article V.

ARTICLE IV

COMMUNITY HEALTH BOARD

- 4.1 The Community Health Board shall be comprised of:
 - 4.1.1 One Commissioner and one alternate from each Member County, which shall be selected by the individual County Board, unless such County shall have a population in excess of twice that of any other Member County, in which case it shall have two Commissioners and two alternates.
- 4.2 The duties and powers of the Community Health Board shall include all such duties as set forth in Minn. Chapter 145A as they relate to a Joint Powers Community Health Board, and such other applicable statutes and rules related to the provision of public health services.
- 4.3 The Community Health Board shall annually develop and approve a budget related to the provision of Human Services. The Community Health Board's approved budget shall be submitted to the Joint Board for inclusion in the overall budget to be presented to Members in accordance with Article V.

ARTICLE V

FINANCING AND DISBURSEMENT OF FUNDS

- 5.1 The Joint Board shall have exclusive control over all monies credited to any SWMHHS fund in accordance with state and federal laws and rules. Expenditures shall be made in accordance with the approved budget, contractual obligations of the agency and the approval of the Community Health Board and the Human Services Board with respect the those matters under the jurisdiction of those specific Boards.
- 5.2 The Joint Board may accept any gift provided for SWMHHS operations as provided in Minnesota Statutes.
- 5.3 The Joint Board shall adopt an annual operating budget based on recommendations from the Budget Committee. The budget must be approved by 2/3 of appointed representatives to the Joint Board.
- 5.4 The adopted budget, which shall describe projected income and expenditures, shall be filed with the County Auditors of the Members and applicable Minnesota state agencies.
- 5.5 SWMHHS will ensure strict accountability for all funds of the organization and will report on all receipts and disbursements made to, or on behalf of, the SWMHHS.
- 5.6 Each County Board shall establish the revenue that it will provide to SWMHHS, considering the budget request of SWMHHS and the population of the County, as established by the most recent national census and shall notify SWMHHS of the specific budget for the separate Community Health and Human Services Boards no later than September 1 in the year prior to the operating year.
- 5.7 In no event shall the budget request to any Member based on the national census increase more than 10% in one year.

ARTICLE VI

FACILITIES, EQUIPMENT AND PROPERTY

- 6.1 Member Counties shall provide facilities, furniture, and equipment within their County for the provision of Community Health and Human Services. Any property provided by the Member County shall remain the property of the Member County in the event of dissolution or withdrawal.
- 6.2 Member Counties agree to ensure that the facilities will provide for the confidential operation of services, have adequate communications systems to integrate with the SWMHHS and state data requirements and staffing needs.
- 6.3 The SWMHHS shall only be responsible for insuring property owned by the SWMHHS. Furniture, buildings, automobiles, equipment and other assets owned by Member Counties will not be insured by the SWMHHS.

ARTICLE VII

PROCEDURE TO JOIN

- 7.1 If a County wishes to join the SWMHHS as a Member, it may make written application to the Joint Board no later than July 1 of the year prior to membership beginning effective January 1. The application shall consist of a County Board resolution containing language to indicate full acceptance (without deviation) of the contents of this Joint Powers Agreement and stating whether they are applying to participate in:
 - a) Both Community Health and Human Services;
 - b) Only Human Services; or
 - c) Only Community Health.

The County shall formally submit the adopted board resolution under cover to the Health and Human Services Director for distribution to the Joint Board. Upon a two-thirds approval of the Joint Board Members representing the Member Counties who have not given a notice to withdraw, the request will be approved, subject to the provisions of section 7.3. The Joint Board shall notify the Members in writing of its final decision.

In the event that a Member who is only participating in one aspect (Health or Human Services) seeks to participate in the other service, that Member shall follow the same procedure for joining with respect to that service as set forth above.

- 7.2 All Members agree to abide by the terms and conditions of this Joint Powers Agreement, the Bylaws and the Policies or Procedures adopted by the Joint Board and the Human Services Board and/or Community Health Board to which they are Members.
- 7.3 At the time of application, SWMHHS shall notify the applying County the amount of budget reserves for Human Services, Community Health and administration based upon the last audit report, and the proportionate share of reserves the County will be required to contribute to reserves upon becoming a member. Approval of membership by the Joint Board shall be contingent upon agreement of the County to contribute its proportionate share of budget reserves.

ARTICLE VIII

RIGHT TO WITHDRAW

- 8.1 A Member County may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdrawal." The approved Member County Board's resolution shall be submitted under cover letter and sent via certified mail to each party to this Agreement and to the Health and Human Services Director. The Notice must be received by July 1 of an odd numbered year to be effective December 31 of the following even numbered year, providing at least 18 months for the withdrawal process.
- 8.2 Withdrawal may occur at an earlier time by mutual agreement of a 2/3 majority vote of the non-withdrawing Members of the Joint Board and the withdrawing County Board.
- 8.3 If any party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties. The withdrawing party shall retain title to any and all assets which it has been assigned by or provided to it by the SWMHHS, including all fixed assets on the premises at the time of notification of withdrawal.
- 8.4 Following its withdrawal from this Agreement, the withdrawing Member County shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other Member Counties, and SWMHHS. The withdrawing County shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its intent to withdraw.
- 8.5 All SWMHHS owned vehicles shall remain the property of SWMHHS, whether or not used by employees of the withdrawing County. All Community Health and Human Services records of SWMHHS shall be returned to SWMHHS, but the withdrawing party may obtain copies at its expense.

- 8.6 The Joint Board shall disburse to a withdrawing Member a proportionate share of any reserve funds which may exist, based upon the percentage of the budget contributed.

ARTICLE IX

AMENDMENT

- 9.1 Amendments to this Agreement may be proposed either by the Joint Board or by Member Counties. Some changes may be mandated by law. Notice of proposed changes shall be served on all Member Boards by certified mail not later than February 1 of an off numbered year, unless an earlier date is mandated by a change in law.
- 9.2 Amendments to this Agreement must be approved by two-thirds vote of Member Boards who have not given a notice to withdraw, and shall be approved by the Member Boards no later than June 1 in an odd numbered year, to go into effect January 31 of the following even numbered year in order to give any Member not in agreement with the change the opportunity to withdraw, unless an earlier date is mandated by law.
- 9.3 Adopted amendments shall remain in full force and effect, subject to the terms stated herein, until such time as the Member Counties terminate this Agreement.

ARTICLE X

INDEMNIFICATION AND HOLD HARMLESS

- 10.1 The SWMHHS shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. SWMHHS shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- 10.2 The SWMHHS shall fully defend, indemnify and hold harmless the signatory Members and Board Members against all claims, losses, liability, suits, judgments, costs and expenses by reasons of the action or inaction of the employees or agents of the SWMHHS. This agreement to indemnify and hold harmless does not constitute a waiver by any Party/Member of limitations on liability under Minnesota Statutes section 466.04.
- 10.3 To the full extent permitted by law, actions by the Parties/Members pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it

is the intent of the Members that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes section 471.59, subdivision 1a(a); provided further that for purposes of that statute, each Member party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

- 10.4 The Parties/Members to this Agreement are not liable for the acts or omissions of the other Party/Member to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party/Member.

ARTICLE XI

TERMINATION

- 11.1 The effective date of this Agreement is the 1st day of January, 2013.
- 11.2 This Agreement shall be effective with respect to a County upon approval of the governing body and the signature of the official with authority to bind the entity. This Agreement shall be in effect only with respect to the Members who have approved and signed it.
- 11.3 This Agreement continues in force until terminated County Board resolutions by the respective County Boards of two-thirds of the Member Counties who have not given a notice to withdraw.

A Member County which has given notice of withdrawal shall not be counted under this subsection.

- 11.4 Effects of Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement. Financial obligations shall continue until discharged by law, this Agreement or any other agreement.
- 11.5 Winding-up and Distribution. Upon termination of this Agreement SWMHHS shall be dissolved. The Joint Board shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any surplus shall be prorated and distributed to the Member Counties based upon the percentage of the budget contributed and the overall percentage of services provided to the Member Counties. Additionally, any joint property acquired shall also be liquidated and resulting funds distributed based on the overall percentage of services provided to each Member County.

ARTICLE XII

GOVERNING LAW, FINALITY, SEVERABILITY

- 12.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- 12.2 Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 12.3 Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by the authority in them vested.

COUNTY OF REDWOOD

Approved as to form and execution:

By: 

County Attorney

Date of Signature JUNE 5, 2012

By: Vicki Knowlton

Clerk to Board

Date of Signature June 5, 2012



REDWOOD COUNTY BOARD OF COMMISSIONERS

P.O. Box 130 • Redwood Falls, Minnesota 56283
Phone: 507.637.4016 • Fax: 507.637.4017
Website: www.co.redwood.mn.us

Member Walling introduced the following Resolution and moved its adoption:

RESOLUTION TO JOIN SWHHS

WHEREAS, Redwood County has carefully reviewed all available information related to the provision of Public Health Services, including financial data; and

WHEREAS, Redwood County currently levies \$38 per capita for Public Health Services; and

WHEREAS, the member counties of Southwest Health and Human Services (SWHHS) levy \$6 per capita for Public Health Services; and

WHEREAS, in order to be able to receive the grants necessary to provide current and ongoing programs to the citizens of Redwood County, Redwood County must have a partner county or counties; and

WHEREAS, Redwood County's agreement with Renville County has terminated; and

WHEREAS, Redwood County has explored all other options for entering into partnerships with neighboring counties for Public Health Services and found no other viable alternative; and

WHEREAS, Redwood County has carefully reviewed all available information related to the provision of Human Services, including financial data; and

WHEREAS, Redwood County's 2012 Human Services levy is \$2,570,266 with a population of 16,059; and

WHEREAS, this levy amount is higher than the 2012 Human Services levy of Lyon County (\$2,564,674) which has a population of 25,857; and

WHEREAS, by joining SWHHS, Redwood County will be able to reduce its Human Services levy; and

WHEREAS, Redwood County has carefully reviewed the terms of the SWHHS Joint Powers Agreement, which provides for representation on the SWHHS Governing Board,

1st District
LON WALLING
27784 Co. Hwy 5
Milroy, MN 56263
507-747-2175
lon_w@co.redwood.mn.us

2nd District
JOHN SCHUELLER
29157 250th Street
Wabasso MN 56293
507-342-5621
john_s@co.redwood.mn.us

3rd District
AL KOKESCH
33650 Co. Hwy 2
Morton MN 56270
507-697-6477
al_k@co.redwood.mn.us

4th District
PRISCILLA KLABUNDE
400 Teakwood Dr.
Redwood Falls, MN 56283
507-637-3817
priscilla_k@co.redwood.mn.us

5th District
SHARON HOLLATZ
393 Laser Trail
Redwood Falls, MN 56283
507-641-2999
sharon_h@co.redwood.mn.us



Redwood County

REDWOOD COUNTY BOARD OF COMMISSIONERS

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Human Services Board and Public Health Board by Redwood County Commissioners to ensure the best interest of Redwood County and its citizens; and

WHEREAS, the Board of Commissioners have been fully informed, both during Board meetings, meetings with the County Administrator and through written materials, of the factors relevant to providing Public Health and Human Services, both as it is currently provided and through alternative means; and

WHEREAS, upon full review and consideration of the relevant factors, the opportunity for partnership and collaboration with SWHHS for both Public Health and Human Services is determined to be in the best long-term interest of Redwood County;

NOW, THEREFORE, BE IT RESOLVED BY the Redwood County Board of Commissioners as follows:

1. The Board hereby agrees to the terms of the SWHHS Joint Powers Agreement. Redwood County shall participate in SWHHS for both Public Health and Human Services, commencing January 1, 2013, upon approval of the SWHHS Governing Board.
2. The County shall contribute \$934,642 to the Human Services budget reserves of SWHHS and \$373,856 to the Community Health budget reserves of SWHHS upon becoming a member of SWHHS January 1, 2013.
3. The agreement to join SWHHS is subject to the understanding that funding will include consideration of population, tax capacity and the Social Services Expenditure and Grant Reconciliation Report (SEAGR) in conformance with the 2011 Addendum to the SWHHS Joint Powers Agreement.
4. Redwood County further agrees that it shall contribute to SWHHS an additional:
 - a) \$300,000 in levy equalization funds on January 1, 2013; and
 - b) an amount of up to, but not exceeding, \$300,000 in levy equalization funds on January 1, 2014, the exact amount of the latter to be determined by the Governing Board of SWHHS no later than September 30, 2013.

1st District
LON WALLING
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 lon_w@co.redwood.mn.us

2nd District
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 Wabasso MN 56293
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3rd District
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 Morton MN 56270
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 al_k@co.redwood.mn.us

4th District
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 507-637-3817
 priscilla_k@co.redwood.mn.us

5th District
SHARON HOLLATZ
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 Redwood Falls, MN 56283
 507-641-2999
 sharon_h@co.redwood.mn.us



Redwood County

REDWOOD COUNTY BOARD OF COMMISSIONERS

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- The County Attorney and Board Clerk are authorized to sign the SWHHS Joint Powers Agreement on behalf of the Board. The Clerk shall ensure that all proper notices are provided.

The motion for the adoption of the foregoing Resolution was duly seconded by Hollatz and upon a vote being taken thereon, the following voted in favor of the motion: Walling, Kokesch, Klabunde, Schueller, and Hollatz

and the following voted against the motion: None

Whereupon said Resolution was declared duly passed and adopted this 17th day of April, 2012.

Attest:

Lon Walling, Chair
Redwood County Board of Commissioners

Vicki Knobloch
County Administrator

Steven Collins
County Attorney

1st District
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27784 Co. Hwy 5
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5th District
SHARON HOLLATZ
393 Laser Trail
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507-641-2999
sharon_h@co.redwood.mn.us

Member Robert Moline introduced the following Resolution and moved its adoption:

RESOLUTION APPROVING APPLICATION TO JOIN SWHHS

WHEREAS, Redwood County approved a Resolution seeking to join Southwest Health and Human Services for both Community Health and Human Services commencing January 1, 2013; and

WHEREAS, the Resolution approved by Redwood County specifically agreed to the terms of the Southwest Health and Human Services (SWHHS) Joint Powers Agreement; and

WHEREAS, the Resolution approved by Redwood County specifically agrees to contribute \$934,642 to the Human Services budget reserves of SWHHS and \$373,856 to the Community Health budget reserves of SWHHS upon becoming a member of SWHHS on January 1, 2013; and

WHEREAS, the Resolution approved by Redwood County also agreed to contribute the following additional amounts to SWHHS:

- a) \$300,000 in levy equalization funds on January 1, 2013; and
- b) an amount of up to, but not exceeding, \$300,000 in levy equalization funds on January 1, 2014, the exact amount of the latter to be determined by the Governing Board of SWHHS no later than September 30, 2013.

NOW THEREFORE, BE IT RESOLVED BY the Governing Board of Southwest Health and Human Services as follows:

1. Pursuant to Article VI, Section 7.3 of the Joint Powers Agreement, the Board hereby approves the Redwood County's Membership for both Community Health and Human Services, commencing January 1, 2013.
2. The Director shall notify Redwood County of this action and obtain appropriate signatures from Redwood County on the Joint Powers Agreement and to take all other appropriate action to enable Redwood County's membership effective January 1, 2013.

The motion for the adoption of the foregoing Resolution was duly seconded by Curtis Blumeyer and upon a vote being taken thereon, the following voted in favor of the motion: Marvin Tinklenberg; Robert Moline; Joan Jagt; Curtis Blumeyer; Kevin Vickerman; Stephen Ritter; Robert Fenske; Robert Jarchow; and Ronald Boyenga

and the following voted against the motion: none

Whereupon said Resolution was declared duly passed and adopted.

Attested by:


SWHHS Director

5-16-2012

Member Miller introduced the following Resolution and moved its adoption:

Resolution 59-19-2012

RESOLUTION TO JOIN SOUTHWEST HEALTH AND HUMAN SERVICES

WHEREAS, Pipestone County has carefully reviewed all available information related to the provision of Community Health services, including financial data; and

WHEREAS, Pipestone County has carefully reviewed all available information related to the provision of Human Services, including financial data; and

WHEREAS, Pipestone County has explored alternative ways in which to provide Human Services, including different partners; and

WHEREAS, upon further discussion, the opportunity for partnership and collaboration with SWHHS for Human Services was determined to be in the best long-term interest of Pipestone County; and

NOW THEREFORE, BE IT RESOLVED BY the Pipestone County Board of Commissioners as follows:

1. The Board hereby agrees to the terms of the Southwest Health and Human Services (SWHHS) Joint Powers Agreement. Pipestone County shall participate in the SWHHS Human Services, commencing January 1, 2013, upon approval of the SWHHS Governing Board.
2. The County shall contribute \$487,940 to the Human Services budget reserves of SWHHS upon becoming a member of SWHHS.
3. The agreement to join SWHHS is subject to the understanding that funding will include consideration of population, tax capacity and the Social Services Expenditure and Grant Reconciliation Report (SEAGR).

The motion for the adoption of the foregoing Resolution was duly seconded by Johnson and upon a vote being taken thereon, the following voted in favor of the motion: Johnson, Miller, Tinklenberg

and the following voted against the motion: DeRuyter, Remund

Whereupon said Resolution was declared duly passed and adopted.



Jerry Remund, Chair
Pipestone Board of Commissioners

Attest:



Sharon Hanson
County Administrator

**SOUTHWEST HEALTH &
HUMAN SERVICES**

Joint Powers Agreement

Pipestone County

607 West Main Street
Marshall, MN 56258

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as “Members” and individually as “Member,” which are signatories to this “Agreement.”

ARTICLE I

ENABLING AUTHORITY AND PURPOSE

- 1.1 Minnesota Statutes section 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties. Minnesota Statutes Chapter 145A requires that a political subdivision shall undertake the responsibilities of the Minnesota Public Health Act. Minnesota Statutes Chapter 393 and other applicable state statutes and rules, require counties, through the creation of a local social services agency, to undertake responsibilities related to the provision of human services.
- 1.2 The purpose of this Agreement is to strengthen and improve the provision and efficiency of human services and public health services in the Member Counties through the creation of a joint health and human services agency, hereafter called the Southwest Health and Human Services (“SWHHS”), which will provide human services and/or public health services in the counties who are signatories to this Agreement.
- 1.3 The SWHHS is established as a governmental unit under the above-referenced authority and requirements of state law to jointly exercise the powers common to the signatories for the provision of public health and human services and to provide other similar and related programs as determined by the Joint Board.
- 1.4 The Joint Board shall have the authority to explore and implement additional programs and services and alternate methods for the delivery of services and programs to the public.

ARTICLE II

JOINT HEALTH AND HUMAN SERVICES BOARD

- 2.1 The Joint Health and Human Services Board (“Joint Board”) shall take such action as it deems necessary and proper to accomplish the purposes of the SWHHS and any other action necessary and incidental to the implementation of said purpose or action. The Joint Board is hereby authorized to exercise such authority and powers common to the Parties as are necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement and/or in the Bylaws.
- 2.2 Member Counties, by executing this Agreement, recognize the Joint Board as the governing authority of the SWHHS.
- 2.3 The Joint Board shall be made up of the following:
 - 2.3.1 One Commissioner (or alternate) from each County serving on the Community Health Board; and
 - 2.3.2 One Commissioner (or alternate) from each County serving on the Human Services Board.
- 2.4 The duties of the SWHHS Joint Board shall include:
 - 2.4.1 Financial Administrative Services for Public Health and Human Services, consistent with the requirements of state and federal law;
 - 2.4.2 Personnel Administration, including the adoption and amendment of personnel policies and contract administration;
 - 2.4.3 Approve overall agency operating budget, subject to the approval of the Community Health Board and Human Services Board with respect to those matters under the jurisdiction of those specific Boards; and
 - 2.4.4 Technology, records management systems, municipal bidding, and other matters affecting both Health and Human Services and the agency as a whole, which are not programs specified by statute as falling under the jurisdiction of either the Community Health Board or the Human Services Board.
- 2.5 The Joint Board may hire or authorize the hiring of such staff, as it sees fit, and shall be the employer of all employees of SWHHS. The Joint Board shall hire a

chief administrative officer to be the Health and Human Services Director who shall be responsible for the overall administration of the agency, preparing and presenting a proposed budget and carrying out the day-to-day operations of the agency.

- 2.6 The Joint Board may enter into contracts, leases or agreements whenever the Joint Board shall deem such action to be advisable. The Joint Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law.
- 2.7 The Joint Board shall adopt and follow such Bylaws as may be appropriate and consistent with this Agreement and law. Bylaws shall be adopted by and amended by a two-thirds (2/3) majority of the Joint Board.
- 2.8 Any additional rules concerning the financing of the SWHHS and the disbursement of funds may be adopted by the Board providing they are not inconsistent with the provisions contained in this Agreement or state statutes.
- 2.9 The fiscal year of the SWHHS shall be January 1 through December 31.
- 2.10 Meetings of the Joint Board and the Community Health Board and Human Services Board shall be held in accordance with the Minnesota Open Meeting law.
- 2.11 Principal Location. The Board shall maintain its principal and legal office in Marshall, Minnesota - Lyon County and may establish offices in other Member Counties as it may be deemed appropriate.
- 2.12 The books and records, including minutes and the original fully executed Joint Powers Agreement shall be subject to the provisions of Minnesota Statutes Chapters 13 and 13D. They shall be maintained at its principal office in Marshall, Minnesota - Lyon County.

ARTICLE III

HUMAN SERVICES BOARD

- 3.1 The Human Services Board shall be comprised of:
 - 3.1.1 Two Commissioners of each Member County, which shall be selected by the individual County Boards on an annual basis; and

- 3.1.2 One layperson from each County, to be appointed consistent with the requirements of the Commissioner of Human Services.
- 3.2 The duties and powers of the Human Services Board shall include all such duties as set forth in Minnesota Statutes Chapter 393 as they relate to a Joint Powers Human Services Board, and such other applicable statutes and rules related to the provision of Social and Human Services.
- 3.3 The Human Services Board shall annually develop and approve a budget related to the provision of Human Services. The Human Services Board's approved budget shall be submitted to the Joint Board for inclusion in the overall budget to be presented to Members in accordance with Article V.

ARTICLE IV

COMMUNITY HEALTH BOARD

- 4.1 The Community Health Board shall be comprised of:
 - 4.1.1 One Commissioner and one alternate from each Member County, which shall be selected by the individual County Board, unless such County shall have a population in excess of twice that of any other Member County, in which case it shall have two Commissioners and two alternates.
- 4.2 The duties and powers of the Community Health Board shall include all such duties as set forth in Minnesota Statutes Chapter 145A as they relate to a Joint Powers Community Health Board, and such other applicable statutes and rules related to the provision of Public Health Services.
- 4.3 The Community Health Board shall annually develop and approve a budget related to the provision of Public Health Services. The Community Health Board's approved budget shall be submitted to the Joint Board for inclusion in the overall budget to be presented to Members in accordance with Article V.

ARTICLE V

FINANCING AND DISBURSEMENT OF FUNDS

- 5.1 The Joint Board shall have exclusive control over all monies credited to any SWHHS fund in accordance with state and federal laws and rules. Expenditures shall be made in accordance with the approved budget, contractual obligations of the agency and the approval of the Community Health Board and the Human

Services Board with respect to those matters under the jurisdiction of those specific Boards.

- 5.2 The Joint Board may accept any gift provided for SWHHS operations as provided in Minnesota Statutes.
- 5.3 The Joint Board shall adopt an annual operating budget based on recommendations from the Budget Committee. The budget must be approved by two-thirds (2/3) of appointed representatives to the Joint Board.
- 5.4 The adopted budget, which shall describe projected income and expenditures, shall be filed with the County Auditors of the Members and applicable Minnesota state agencies.
- 5.5 SWHHS will ensure strict accountability for all funds of the organization and will report on all receipts and disbursements made to, or on behalf of, the SWHHS.
- 5.6 Each County Board shall establish the revenue that it will provide to SWHHS, considering the budget request of SWHHS and the population of the County, as established by the most recent national census and shall notify SWHHS of the specific budget for the separate Community Health and Human Services Boards no later than September 1 in the year prior to the operating year.
- 5.7 In no event shall the budget request to any Member based on the national census increase more than ten percent (10%) in one year.

ARTICLE VI

FACILITIES, EQUIPMENT AND PROPERTY

- 6.1 Member Counties shall provide facilities, furniture, and equipment within their County for the provision of Community Health and Human Services. Any property provided by the Member County shall remain the property of the Member County in the event of dissolution or withdrawal.
- 6.2 Member Counties agree to ensure that the facilities will provide for the confidential operation of services, have adequate communications systems to integrate with the SWHHS and state data requirements, and staffing needs.
- 6.3 The SWHHS shall only be responsible for insuring property owned by the SWHHS. Furniture, buildings, automobiles, equipment and other assets owned by Member Counties will not be insured by the SWHHS.

ARTICLE VII

PROCEDURE TO JOIN

- 7.1 If a County wishes to join the SWHHS as a Member, it may make written application to the Joint Board no later than July 1 of the year prior to membership becoming effective January 1. The application shall consist of a County Board resolution containing language to indicate full acceptance (without deviation) of the contents of this Joint Powers Agreement and stating whether they are applying to participate in:
- a) Both Public Health and Human Services;
 - b) Only Human Services; or
 - c) Only Public Health.

The County shall formally submit the adopted Board resolution under cover to the Health and Human Services Director for distribution to the Joint Board. Upon a two-thirds (2/3) approval of the Joint Board Members representing the Member Counties who have not given a notice to withdraw, the request will be approved, subject to the provisions of Section 7.3. The Joint Board shall notify the Members in writing of its final decision.

In the event that a Member who is only participating in one aspect (Health or Human Services) seeks to participate in the other service, that Member shall follow the same procedure for joining with respect to that service as set forth above.

- 7.2 All Members agree to abide by the terms and conditions of this Joint Powers Agreement, the Bylaws and the Policies or Procedures adopted by the Joint Board and the Human Services Board and/or Public Health Board to which they are Members.
- 7.3 At the time of application, SWHHS shall notify the applying County of the amount of budget reserves for Human Services, Public Health and administration based upon the last audit report, and the proportionate share of reserves the County will be required to contribute to reserves upon becoming a member. Approval of membership by the Joint Board shall be contingent upon agreement of the County to contribute its proportionate share of budget reserves.

ARTICLE VIII

RIGHT TO WITHDRAW

- 8.1 A Member County may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdraw." The approved Member County Board's resolution shall be submitted under cover letter and sent via certified mail to each party to this Agreement and to the Health and Human Services Director. The Notice must be received by July 1 of an odd numbered year to be effective December 31 of the following even numbered year, providing at least eighteen (18) months for the withdrawal process.
- 8.2 Withdrawal may occur at an earlier time by mutual agreement of a two-thirds (2/3) majority vote of the non-withdrawing Members of the Joint Board and the withdrawing County Board.
- 8.3 In the event that a Member County who is participating in both Health and Human Services seeks to withdraw from only one aspect (Health or Human Services), it shall be within the discretion of a two-thirds (2/3) majority of the non-withdrawing Members of the Joint Board to allow the withdrawing Member to withdraw from one service rather than from the entire Agreement.
- 8.4 If any party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties. The withdrawing party shall retain title to any and all assets which have been assigned or provided to it by the SWHHS, including all fixed assets on the premises at the time of notification of withdrawal.
- 8.5 Following its withdrawal from this Agreement, the withdrawing Member County shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other Member Counties, and SWHHS. The withdrawing County shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its intent to withdraw.
- 8.6 All SWHHS owned vehicles shall remain the property of SWHHS, whether or not used by employees of the withdrawing County. All Public Health and Human Services records of SWHHS shall be returned to SWHHS, but the withdrawing party may obtain copies at its expense.
- 8.7 The Joint Board shall disburse to a withdrawing Member a proportionate share of any reserve funds which may exist, based upon the percentage of the budget contributed.

ARTICLE IX

AMENDMENT

- 9.1 Amendments to this Agreement may be proposed either by the Joint Board or by Member Counties. Some changes may be mandated by law. Notice of proposed changes shall be served on all Member Boards by certified mail not later than February 1 of an odd numbered year, unless an earlier date is mandated by a change in law.
- 9.2 Amendments to this Agreement must be approved by a two-thirds (2/3) vote of Member Boards who have not given a notice to withdraw, and shall be approved by the Member Boards no later than June 1 in an odd numbered year, to go into effect January 1 of the following even numbered year in order to give any Member not in agreement with the change the opportunity to withdraw, unless an earlier date is mandated by law.
- 9.3 Adopted amendments shall remain in full force and effect, subject to the terms stated herein, until such time as the Member Counties terminate this Agreement.

ARTICLE X

INDEMNIFICATION AND HOLD HARMLESS

- 10.1 The SWHHS shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. SWHHS shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- 10.2 The SWHHS shall fully defend, indemnify and hold harmless the signatory Members and Board Members against all claims, losses, liability, suits, judgments, costs and expenses by reasons of the action or inaction of the employees or agents of the SWHHS. This agreement to indemnify and hold harmless does not constitute a waiver by any Party/Member of limitations on liability under Minnesota Statutes section 466.04.
- 10.3 To the full extent permitted by law, actions by the Parties/Members pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes section 471.59, subdivision 1a(a); provided further that for purposes of

that statute, each Member party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

- 10.4 The Parties/Members to this Agreement are not liable for the acts or omissions of the other Party/Member to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party/Member.

ARTICLE XI

TERMINATION

- 11.1 The effective date of this Agreement is the 1st day of January, 2011.
- 11.2 This Agreement shall be effective with respect to a County upon approval of the governing body and the signature of the official with authority to bind the entity. This Agreement shall be in effect only with respect to the Members who have approved and signed it.
- 11.3 This Agreement continues in force until terminated by the respective County Boards of two-thirds (2/3) of the Member Counties who have not given a notice to withdraw.
- 11.3.1 A Member County which has given notice of withdrawal shall not be counted under this subsection.
- 11.4 Effects of Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement. Financial obligations shall continue until discharged by law, this Agreement or any other agreement.
- 11.5 Winding-up and Distribution. Upon termination of this Agreement, SWHHS shall be dissolved. The Joint Board shall continue to exist after dissolution as long as is necessary to wind-up and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any surplus shall be prorated and distributed to the Member Counties based upon the percentage of the budget contributed and the overall percentage of services provided to the Member Counties. Additionally, any joint property acquired shall also be liquidated and resulting funds distributed based on the overall percentage of services provided to each Member County.


ARTICLE XII

GOVERNING LAW, FINALITY, SEVERABILITY

- 12.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- 12.2 Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 12.3 Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by the authority in them vested.

COUNTY OF PIPESTONE

By:  _____
Jerry Remund, Chair Pipestone Board of Commissioners

Date of Signature: 7/31/2012

ATTEST:

By:  _____
Sharon Hanson Administrator/ Clerk to Board

Date of Signature: 7-31-12

Approved as to form and execution:

By: James E. O'Neill
James E. O'Neill, County Attorney

Date of Signature: 7-31-12