

Minnesota Prairie County Alliance Joint Powers Agreement

This Agreement is entered into between the following political subdivisions of the State of Minnesota, as defined by Minnesota Statutes §2.01, by and through their respective governing bodies:

County of Dodge
County of Steele
County of Waseca

Individually and collectively, the parties to this Agreement are referred to as the "Member Counties" of Minnesota Prairie County Alliance, a multi-county human services delivery authority hereinafter referred to as "MNPrarie".

As provided for in this Agreement, this Agreement may be expanded to include additional Member Counties.

RECITALS

WHEREAS, pursuant to Minnesota Statutes § 471.59, the Member Counties are empowered to provide assistance to, and act in coordination with, other political subdivisions within the state of Minnesota as deemed necessary to benefit the public; and

WHEREAS, pursuant to Minnesota Statutes § 402A.35, the Member Counties are empowered to create a service delivery authority and to enjoy all its powers and duties that are deemed necessary to benefit the public and the Member Counties; and

WHEREAS, the Member Counties wish to cooperatively engage in the establishment and support of a multi-county human service delivery authority for the mutual benefit of the counties and to improve the safety and wellness of residents through the provision of quality human services with great results; and

WHEREAS, the Member Counties are a visionary collaboration of counties united in delivering human services to its residents by:

- Offering a full continuum of service with consistent, high quality;
- Emphasizing prevention and early intervention;
- Continuously improving methods;
- Partnering with customers and community resources; and
- Being accountable to citizens for effectiveness and efficiency in service delivery; and

WHEREAS, each Member County represents that it is duly qualified and authorized to enter into this Agreement and will comply with its respective obligations and responsibilities as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, the Member Counties agree as follows:

TERMS AND CONDITIONS

Section 1: ESTABLISHMENT; GENERAL PURPOSE

- 1.1. **Establishment.** The counties of Dodge, Steele and Waseca intend to form a service delivery authority by entering into this Joint Powers Agreement. This action will form a separate joint powers entity for the purpose of administration of essential human services programs and services that are mandated by federal or state law to be available in all counties of the State as defined at Minnesota Statutes, §402A.10 and any other human services that a Member County is authorized or able to provide for itself. It is the intent that all human services administered by the Member Counties will be incorporated into MNPrairie.
- 1.2. **Form of entity.** Except as provided in Section 1.3, MNPrairie is a public entity separate and distinct from its Member Counties and not an aggregation or mere association of those counties. MNPrairie has its own board of directors, administration, employees, funding, and programs; it is treated for the purposes of certain state laws as its own entity; and it enters into separate contracts and undertakings.
- 1.3. **Application of state and federal human services requirements.** As referenced in section 1.1, the service delivery authority is formed for the purpose of administering human services that would otherwise be the statutory responsibility of the Member Counties. Accordingly, all provisions of federal and state laws that ascribe powers and duties for the administration of human services to the Member County are by extension of this Agreement assigned to MNPrairie.

- 1.4. **Indirect cost allocation of Member County central services and general administration.**
For purposes of allocating federally allowable indirect costs of central services provided by the Member Counties to MNPrairie that are not billed directly to the Member County, MNPrairie shall be considered a component of the Member Counties that functions independently of the Member Counties. This is appropriate because MNPrairie is providing human services, including public assistance, on behalf of the Member Counties and because the Member Counties would otherwise be required to provide such services directly under Minnesota Statutes.
- 1.5. **Purpose.** The purpose of MNPrairie is to improve outcomes of safety and wellness for residents by taking advantage of efficiencies that can be garnered from a larger organization, aligning and merging policies and processes, and applying technology to offer services of a consistent, high quality, with an emphasis on prevention and early intervention, continuous improvement, partnering, and accountability.

Section 2: DEFINITIONS

- 2.1. **Alternate Board Member or Alternate** - A county commissioner appointed by their county board to serve in the absence of the designated Board Member, on the Joint Powers Board.
- 2.2. **Board Member** – A county commissioner appointed by their county board to serve on the Joint Powers Board.
- 2.3. **Joint Powers Board** – The board of directors for this SDA.
- 2.4. **Member County** – A county which is a signatory party to this Agreement.

Section 3: JOINT POWERS BOARD COMPOSITION

MNPrairie is governed by a Joint Powers Board, consisting of two representatives (“Board Member”) from each Member County. Each Member County shall also designate one additional representative to serve as an alternate to the Joint Powers Board in the absence of a designated Board Member; such Alternate shall have all of the powers and duties of a Board Member when serving as such. Each Board Member or Alternate Board Member shall be selected by their respective county boards from among their respective memberships.

Section 4: QUORUM AND VOTING

- 4.1. **Quorum.** Generally, a majority of Board Members or their designated Alternates shall constitute a quorum at any duly constituted Joint Powers Board meeting. Specifically, a quorum requires that at least four Board Members or their designated Alternates be present.
- 4.2. **Vote.** Each Board Member or their designated Alternate shall have one vote.
- 4.3. **Simple majority vote applies.** A simple majority vote of the Board Members or their designated Alternates present at a meeting with a quorum shall be required for the Joint Powers Board to take action unless otherwise provided in this Agreement, by-laws or by law.
- 4.4. **Simple majority.** Generally, a simple majority is more than half of the Board Members or their designated Alternates present at a Joint Powers Board meeting for a vote. Specifically:
 - (a) If four Board Members or their designated Alternates are present, a simple majority is three.
 - (b) If five Board Members or their designated Alternates are present, a simple majority is three.
 - (c) If six Board Members or their designated Alternates are present, a simple majority is four.
- 4.5. **Supermajority vote applies.** Rather than a simple majority vote, the following Joint Powers Board actions require a supermajority vote of the Board Members or their designated Alternates present at a meeting with a quorum to be adopted:
 - (a) Adoption of an amendment to this Agreement; and
 - (b) Adoption of a resolution to add a new Member County to this Agreement.
- 4.6. **Supermajority.** Generally, a supermajority is greater than seventy-five percent of the Board Members or their designated Alternates present at a Joint Powers Board meeting for a vote. Specifically:
 - (a) If four Board Members or their designated Alternates are present, a supermajority is four.
 - (b) If five Board Members or their designated Alternates are present, a supermajority is four.
 - (c) If six Board Members or their designated Alternates are present, a supermajority is five.

Section 5: OFFICERS

- 5.1. **Election of officers.** The Joint Powers Board shall elect from its Joint Powers Board Members a chair and a vice chair and such other officers as it deems appropriate or necessary to conduct its meetings and affairs.
- 5.2. **Election timing.** All officers shall serve from the time of their election for two years and are elected in odd number years. Upon signing this agreement the Joint Powers Board shall elect officers who will serve until 2017.
- 5.3. **Officer vacancy.** In the case of a vacancy in the position of chair, the vice chair shall become chair for the remainder of the term. In the case of a vacancy in the position of vice chair, the Joint Powers Board shall select a vice chair for the remainder of the term.
- 5.4. **Vice chair role.** The vice chair shall also serve as the chair of the finance committee.

Section 6: JOINT POWERS BOARD MEETINGS

- 6.1. **Meeting frequency.** The Joint Powers Board shall meet at least quarterly on a schedule determined by the Joint Powers Board. All meetings of the Joint Powers Board shall be conducted in a manner consistent with Minnesota's Open Meeting Law (Minnesota Statutes, chapter 13D).
- 6.2. **Annual meeting of boards.** At least annually, the Joint Powers Board shall schedule a meeting of all county commissioners from the Member Counties.
- 6.3. **Scheduling of meetings.** Meetings of the Joint Powers Board may be called by the chair or upon written request from at least three (3) of the Board Members.
- 6.4. **Meeting notice.** Notice shall be made in accordance with Minnesota law.

Section 7: BOARD COMMITTEES

- 7.1. **Establishment of committees.** The Joint Powers Board shall establish committees as necessary in order to effectively carry out the mission of MNPrairie.

7.2. **Finance committee.** At a minimum, a finance committee shall be established and composed of the following members:

- (a) The vice chair of the Joint Powers Board, who will chair the finance committee;
- (b) MNPrairie chief executive officer;
- (c) MNPrairie chief financial officer; and
- (d) One additional representative from each Member County who shall be selected by their respective county board from among the following Member County employees: county administrator, county coordinator, county chief financial officer, county auditor or county treasurer.

Section 8: POWERS AND DUTIES

The Joint Powers Board shall exercise all lawful powers and duties necessary and incidental to the implementation of the purposes set forth herein, including, but not limited to, the adoption of by-laws to govern the functioning of the Joint Powers Board, provided that no by-law or action of the Joint Powers Board shall be contrary to the terms of this Agreement or statute.

The powers and duties of the Joint Powers Board include, but are not limited to, the following:

- 8.1. **Adopting by-laws and operational plan.** Adopting by-laws to guide the processes of the Joint Powers Board sufficient to support the day-to-day operations of MNPrairie and adopting and implementing a plan to carry out its purposes identified herein.
- 8.2. **Setting budget.** Approving the annual budget using the calendar year as the fiscal year.
- 8.3. **Receiving and expending funds.** Receiving and expending funds from lawful sources including any governmental source, fees, gifts, or donations, for the purposes provided in this Agreement.
- 8.4. **Accounting for funds.** Providing a strict accounting of all financial transactions and resources.
- 8.5. **Commissioning audit.** Commissioning an annual audit of the accounting of MNPrairie's financial transactions and resources and making and filing a report with its Member Counties at least once each year.
- 8.6. **Reserving funds.** Accumulating a reserve of funds for the purposes herein mentioned and investing funds not currently needed for MNPrairie's operations. The Joint Powers

Board shall define investment guidelines for all funds in accordance with statutory provisions and standard government procedures.

8.7. **Reserving certain duties.** Reserving for itself, without delegation, the following duties:

(a) Amendments to the Agreement;

(b) Addition of Member Counties;

(c) Adoption of by-laws;

(d) Approval of the annual budget;

(e) Employment, on a permanent basis, of the chief executive officer;

(f) Approval of annual financial statements; and

(g) Retention or engagement of financial auditors and legal counsel, except on a temporary or emergency basis.

8.8. **Delegating powers or duties.** Except as restricted in section 8.7, delegating to officers or committees any powers or duties which may be performed by the Joint Powers Board subject to such limitations as set forth in the action delegating such power or duty.

8.9. **Providing programs and services.** Providing programs or services for the purposes established by this Agreement.

8.10. **Providing programs or services for other entities.** Providing programs or services for other persons or entities, including other counties. Should MNPrairie contract to provide services in a county which is not a Member County, such county shall not have the powers, duties, risks, or benefits of membership; its arrangement with MNPrairie shall be as set forth by contract.

8.11. **Staffing.** Determining the staffing type and quantity required to conduct tasks necessary for the effective operation of the Joint Powers Board and MNPrairie, whether by employment or by contract, including a chief executive officer and a chief financial officer.

8.12. **Contracting.** Contracting with other parties for the provision of programs, services, expertise, or as otherwise necessary for the effective operation of the Joint Powers Board and MNPrairie.

- 8.13. **Purchasing insurance.** Purchasing such insurance as the Joint Powers Board deems necessary for the protection of the Joint Powers Board, the Member Counties, and MNPrairie's property and assets.
- 8.14. **Sharing data.** Receiving and sharing data with appropriate government agencies, Member Counties, and other parties as necessary and appropriate to accomplish the purposes of this Agreement and only as permitted by federal and state data practices requirements.
- 8.15. **Seeking waivers.** Seeking waivers from statutory or rule program requirements with the intention of improving outcomes, reducing costs without a reduction in outcomes, or meeting other explicit objectives of the Joint Powers Board consistent with this Agreement.
- 8.16. **Bargaining with employee unions.** For matters pertaining to collective bargaining and union contracts, following the provisions of Minnesota Statutes, §402A.40. Where collective bargaining matters are not addressed in Minnesota Statutes, §402A.40 then the Joint Powers Board will observe Minnesota Statutes, chapter 179A.
- 8.17. **Meeting notices.** Providing notice to the chief executive officer, of all meetings, regular and special, of the Joint Powers Board and its committees.

Section 9: CHIEF EXECUTIVE OFFICER

The duties of the chief executive officer shall include the following:

- 9.1. **Attending meetings.** To attend meetings of the Joint Powers Board and its committees.
- 9.2. **Participating.** To take part in the discussion of all matters coming before the Joint Powers Board, and committees but shall have no vote thereon.
- 9.3. **Appointing substitute.** To appoint an SDA staff member to attend a meeting of the Joint Powers Board or its committees, when the chief executive officer is unable to do so.
- 9.4. **Hiring employees.** To appoint, evaluate, promote, demote or remove employees of MNPrairie pursuant to the approved SDA budget and in accord with the policies and procedures of MNPrairie.

- 9.5. **Recommending policies.** To recommend to the Joint Powers Board adoption of such policies and procedures as may be deemed necessary or expedient for the operation of MNPrairie in accord with this Agreement.
- 9.6. **Administering policies.** To implement, administer, and enforce the policies of MNPrairie as established by the Joint Powers Board.
- 9.7. **Overseeing operations.** To direct and oversee the day-to-day operations of MNPrairie, its employees, agents, and contractors and to expend operating and capital budgets consistent with the policies and direction of the Joint Powers Board.
- 9.8. **Reporting regularly.** To prepare a regular report of MNPrairie's activities at intervals and in a form requested by the Joint Powers Board.
- 9.9. **Recommending budget.** To submit a recommended annual budget of operating and capital expenditures and projected revenues that includes an estimate of each Member County's share of funds to be paid in accordance with the allocation and payment method defined in Section 10.2.
- 9.10. **Serving as resource.** To serve as a staff resource to the Joint Powers Board and its committees and to coordinate the activities of the respective committees as required.
- 9.11. **Representing interests.** To serve as a member of regional committees, organizations and forums related to human services delivery and represent the collective interests of MNPrairie and its Member Counties as required.
- 9.12. **Communicating regularly.** To communicate regularly with the Member Counties about operational and policy matters.
- 9.13. **Making notice.** To see that all notices of the Joint Powers Board and its committees are duly made in accordance with the provisions of this Agreement, the by-laws of the Joint Powers Board, or as otherwise required by law.
- 9.14. **Keeping minutes.** To keep minutes of the meetings of the Joint Powers Board and its finance committee in accordance with the provisions of this Agreement, the by-laws of the Joint Powers Board, or as otherwise required by law.
- 9.15. **Keeping records.** To act as custodian of the business records of MNPrairie.
- 9.16. **Performing other duties.** To perform such other duties as may be determined from time to time by the Joint Powers Board.

Section 10: FINANCIAL STRUCTURE

- 10.1. **Annual budget.** A recommended annual budget of operating and capital expenditures and projected revenues that includes an estimate of each Member County's share of funds to be paid in accordance with the allocation and payment method defined in Section 10.5 shall be prepared by the chief executive officer and submitted to the Joint Powers Board for approval and on a schedule established by the finance committee.
- 10.2. **Member County operating cost share.** The formula used for determining each Member County's share to contribute to the annual budget shall be phased in incrementally over the first year of operation beginning January 1, 2015 and be fully implemented in the second year beginning January 1, 2016.
- (a) **Base formula.** The base formula includes two components:
- (i) Fifty percent of the total of a Member County's contribution is determined based on the relative proportion of each Member County's population as certified by the Minnesota State Demographer's annual estimate, except in years the United States census is published. Each summer population estimates for the previous year are released which will be used to determine the following year's contribution.
 - (ii) Fifty percent of the total of a Member County's contribution is determined based on the relative proportion of each Member County's estimated market value. Estimated market value is the total reported to the Minnesota Department of Revenue by each county assessor in the report titled "Finalized Assessors Abstract" and listed in the column titled "Total Real and Personal Estimated Market Value". Each final spring calculation of the estimated market value will be used to determine the following year's contribution.
- (b) **Calendar year 2015 phase-in formula.** Each Member County will contribute the same amount levied for human services in 2014 and any additional levy amount required by MNPrairie will be assigned to each Member County using the percentage contribution established in section 10.2. (a). The amount levied in 2014 shall include money levied for out-of-home placements regardless of the department making the placement.

- (c) **Calendar year 2016 and thereafter.** Each Member County will contribute a share based on the base formula established in section 10.2. (a).
- 10.3 **Fund balance.** A recommended beginning fund balance amount to be contributed by the Member Counties shall be prepared by the Finance Committee and submitted to the Joint Powers Board for approval.
- 10.4. **Member County initial fund balance contribution formula.** The formula for determining the proportionate amount that each Member County shall contribute to the initial fund balance defined in section 10.3 is calculated as follows:
- (a) 33.34 percent is based on the relative proportion of each Member County's 2012 population.
 - (b) 33.33 percent is based on the relative proportion of each Member County's 2014 payable estimated market value.
 - (c) 33.33 percent is an equal share.
- 10.5. **Member County payments.** Each Member County shall make their applicable payments electronically to MNPrairie as described below:
- (a) **Initial fund balance share payment.** On the first business day of 2015, each Member County shall pay at least sixty percent of their proportionate amount of the initial fund balance contribution as per the formula put forth in section 10.4.
 - (b) **Remainder fund balance share payment.** On the first business day of 2016 each Member County shall pay their remaining proportionate amount of the initial fund balance contribution as per the formula put forth in section 10.4.
 - (c) **Semi-annual operating share payment.** Each year on the first business day of June and on the first business day of December each Member County shall pay one-half of their annual operating cost share put forth in section 10.2.
- 10.6. **Contracts.** All agreements, including contracts, sub-delegation agreements, and memoranda of understanding, to which a Member County human services agency, or a Member County on behalf of its human services agency, the Southeast Minnesota Human Services Delivery Authority Steering Committee, or the Minnesota Prairie County Alliance Steering Committee is a party shall continue in force for the term of the contract and is hereby assigned to MNPrairie, unless specific action is taken by the Joint Powers Board to modify said contracts.

- 10.7. **Pass-through of countywide indirect cost reimbursement.** All federal revenue received by MNPrairie that is match to indirect costs of central services provided by the Member Counties to MNPrairie that are (a) federally allowable, (b) not billed directly to MNPrairie, and (c) estimated in accordance with the cost allocation plan for the Member County, shall be paid to each Member County.
- 10.8. **Transfer of social welfare funds.** All money on deposit with a Member County for social welfare funds as of December 31, 2014, less outstanding checks written on such account(s) on or before December 31, 2014, shall be paid to MNPrairie by February 1, 2015.
- 10.9. **Treatment of accrued accounts receivables and payables.**
- (a) **Accruals.** Outflows of resources (disbursements) and inflows of resources (receipts) attributable to goods or services provided or incurred by each Member County's human services agency, including out-of-home placement services regardless of the department making the placement, in calendar year 2014 or a prior period that are paid for, or received, on or before June 30, 2015, shall remain with the Member County and shall accrue to calendar year 2014 in the Member County financial statements. Such outflows of resources and inflows of resources paid or received after June 30, 2015 shall be assigned to MNPrairie and shall be reflected in financial statements of MNPrairie for calendar year 2015 and appropriate later periods.
- (b) **Estate recoveries.** Further, recoveries on estates or liens related to publicly funded health care recipients, that were filed by the Member Counties prior to January 1, 2015, will be received by, and remain with, the applicable Member County. Estate recoveries and liens related to publicly funded health care recipients filed on or after January 1, 2015 will be assigned to and considered earned by MNPrairie.
- 10.10. **Other transition financial obligations.**
- (a) **Unemployment compensation.** The financial responsibility for unemployment benefits for Member County human services employees, who choose to be laid off instead of joining MNPrairie, shall remain with the Member County.
- (b) **Retiree health insurance.** If a Member County has a financial obligation to provide health insurance or other benefits for human service employees at retirement, the Member County shall permanently retain such obligation and responsibility for such employees even as they join MNPrairie. The Member County shall consider the retiree's period of employment with MNPrairie in calculating the benefit.

Section 11: NO THIRD-PARTY BENEFICIARY

- 11.1. **No third-party beneficiary.** The undertaking and obligation of the Member Counties set forth in this Agreement, and in any other agreements between them with regard to MNPrairie, are for the exclusive benefit of the Member Counties and of MNPrairie. No third party is intended to be benefited by such agreements, nor may any person or entity which is not a party to this Agreement benefit under any such agreement.

Section 12: LIABILITY

- 12.1. **Liability apart from Member Counties.** MNPrairie shall be considered a separate and distinct public entity to which the Member Counties have transferred all responsibility and control for actions taken pursuant to this Agreement. MNPrairie shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to protections of Minnesota Statutes, chapter 466.
- 12.2. **Indemnification.** MNPrairie shall fully defend, indemnify, and hold harmless the Member Counties against all claims, losses, liabilities, suits, judgments, costs and expenses by reason of the action or inaction of the Joint Powers Board and/or employees and/or the agents of MNPrairie.

To the full extent permitted by law, actions by the Member Counties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity”, and it is the intent of the Member Counties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes §471.59, subd. 1a(a); provided further that for purposes of that statute, each Member County expressly declines responsibility for the acts or omissions of the other Member Counties.

Member Counties are not liable for the acts or omissions of the other Member Counties except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Member Counties.

- 12.3. **Non-waiver of municipal tort liability.** This Agreement to indemnify and hold harmless does not constitute a waiver by MNPrairie or any Member County of limitations on liability provided under Minnesota Statutes, §466.04. MNPrairie is a municipality under Minnesota Statutes, §466.01, subdivision 1, separate and distinct from its Member Counties, as set forth in Section 1.2 of this Agreement. The statutory limits of liability provided for by that statute are not waived, and may not be added together, aggregated, or "stacked" for purposes of increasing the overall limits of liability of SDA.

Section 13: ADDITIONAL MEMBER COUNTIES

- 13.1. **Resolution to join.** Additional counties may indicate their desire to join by submitting a county board resolution so indicating to the chair of the Joint Powers Board in a format prescribed by the Joint Powers Board.
- 13.2. **New-Member County requirements.** The Joint Powers Board may define membership requirements for additional counties, including such things as length of initial membership period.

Any county that becomes a Member County of MNPrairie after the execution of this Agreement shall be subject to all existing debts and liabilities of MNPrairie on a proportionate basis to the same extent as all the existing Member Counties. In addition, any new Member County shall be solely liable for all costs of adding or modifying hardware, software or services necessary to effectively accommodate the operational needs of the new Member County, and of insuring that there is no degradation of existing capability due to the new Member County's needs, as determined by the Joint Powers Board. Each new Member County shall pay a proportionate share of the normal, continuing operating expenses of MNPrairie as well as a proportionate share of any special assessment, as approved from time to time by the Member Counties. Giving due consideration to the fund balance of MNPrairie an entity seeking to become a Member County may be required to and shall pay one-time initiation, assessment or capital investment fees or establish an escrow account for such fees as determined by the Joint Powers Board.

Section 14: MEMBER COUNTY WITHDRAWAL

- 14.1. **Ability to withdraw.** No Member County may withdraw for five years from the date of this Agreement. After five full years of membership in MNPrairie, a Member County may withdraw in accord with the method set forth in this Agreement.
- 14.2. **Notice and effective date withdrawal.** A Member County may withdraw from this Agreement by filing a written notice of its withdrawal with the chief executive officer and copying the Joint Powers Board chair. The effective date of the Member County's withdrawal may not be earlier than the end of a calendar year at least three years hence.
- 14.3. **Fiscal aspects of withdrawal.** The withdrawing Member County shall be allowed to recover a portion their equity fund balance, but not in an amount greater than the

Member County's original actual fund balance contribution. Additionally the amount returned will not exceed a proportional share of MNPrairie fund balance as of the most recent audited fund balance. The percentage of the total original SDA fund balance contribution to MNPrairie will be used to determine the amount returned.

MNPrairie's payment of the Member County's equity fund balance will be made in equal amounts over 10 years, beginning after the audited financial statements for the final year of membership are accepted by the Joint Powers Board.

The withdrawing Member County shall have no claim nor receive any consideration for other contributions made for start-up, transition, operation or otherwise.

- 14.4. **Responsibilities on and after withdrawal.** 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 MNPrairie. The withdrawing Member County shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its withdrawal.

Section 15: TERM AND TERMINATION

- 15.1. **Effective date of agreement.** This Agreement is effective June 1, 2014.
- 15.2. **Method of termination.** This Agreement continues in force until two-thirds of the boards of commissioners of the Member Counties that have not given a notice to withdraw adopt resolutions to terminate this Agreement.

Neither a Member County which has given notice to withdraw nor the Board Member from a county which has given notice to withdraw shall vote on or be counted under this subsection (14.2), nor shall Board Members from such counties be counted in determining a quorum under Section 4 of this Agreement.

- 15.3. **Winding-down and distribution of assets.** Upon termination of this Agreement, MNPrairie shall be dissolved. The Joint Powers Board shall continue to exist after dissolution as long as is necessary to wind down and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any remaining capital and fund balance or remaining deficit shall be shared by the Member Counties based on the operating formula.

15.4. **Distributions and payments to withdrawn and withdrawing counties.** Should termination occur after the effective date of withdrawal of a Member County, that withdrawn county shall be entitled to receive any deferred payments still due under section 14.3 of this Agreement. Should termination occur after a notice of withdrawal has been given by a Member County but before the effective date of such withdrawal, the Member County shall only be entitled to the distributions due under section 14.3.

Section 16: AMENDMENT OF JOINT POWERS AGREEMENT

In addition to approval by a supermajority of the Joint Powers Board in accordance with section 4.5, amendments to this Agreement must be approved by two-thirds of the County Boards of the Member Counties.

Section 17: COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument. Counterparts shall be filed with the MNPrairie chief executive officer who will maintain them with MNPrairie’s business records.

COMMITMENT TO AGREEMENT

In witness whereof, the Member Counties hereby commit to the terms and conditions of this Agreement having caused this Agreement to be executed by the persons authorized to act for their respective county on the date shown below.

Approved as to form and execution:

County of :

County Attorney

Date of Signature

Chair of Board

Date of Signature

Attest:

Clerk to Board

