

**JOINT POWERS AGREEMENT
AMONG THE
CENTRAL VALLEY HEALTH DISTRICT, CITY-COUNTY
HEALTH DISTRICT, LAMOURE COUNTY PUBLIC HEALTH DEPARTMENT
AND WELLS COUNTY DISTRICT HEALTH UNIT**

This Joint Powers Agreement is entered into this 21st day of July, 2010, between and among the respective governing boards of Central Valley Health District (CVHD), City-County Health District (Valley City, ND), LaMoure County Public Health Department and Wells County District Health Unit of the State of North Dakota signing below, hereinafter collectively referred to as the "Southeast Central Regional Public Health Network" or "Southeast Central Pilot Group", in order to fulfill the provisions of Chapter 54-40.3 of the North Dakota Century Code relating to a Joint Powers Agreement for the cooperative and joint development and administration of a Regional Public Health Network as set forth in Chapter 23-35.1:

1. AGREEMENT PURPOSE. Each local public health unit member of the Pilot Southeast Central Pilot Group agrees to become a party to this Agreement to establish a Regional Public Health Network to share administrative functions (billing, community assessment and planning, public health service improvement planning via policy standardization and technical assistance for public health accreditation) and provide additional public health services (family planning, violence prevention, immunizations and chronic disease management training). This includes entering into contracts, expending funds and other activities pertaining to the Southeast Central Pilot Group as deemed appropriate by the Southeast Central Pilot Group governing body. By signing this agreement, each local public health unit member agrees to the terms and conditions identified.
2. JOINT POWERS AUTHORITY. Article VII, Section 10, of the North Dakota Constitution permits two or more local political subdivisions to jointly exercise their common powers. The provisions of Chapter 54-40.3 of the North Dakota Century Code specifically permit and, by their nature, encourage the cooperative and joint administration of government functions.
3. MEMBERSHIP ENTITLEMENT. Membership in this Southeast Central Pilot Group shall be open to any North Dakota local public health unit as established in accordance with Chapter 23-35.1 of the North Dakota Century Code.
4. ADDITIONAL MEMBERS. North Dakota local public health units that are not original signatory parties to this Agreement may, from time to time, apply, by appropriate action of their governing board, to become a party to this Agreement and may be added as members of the Southeast Central Pilot Group upon their written agreement to be fully bound to the terms of

this Agreement, upon the acceptance of application by the Southeast Central Pilot Group governing body (which clearly articulates the advantages in public health service delivery) and the payment of administrative fees related to their membership in the Group. Local public health units must make application to the Southeast Central Pilot Group governing body by January 1.

5. CONTINUATION OF AGREEMENT. This Agreement will remain in force thru June 30, 2011 or terminated in writing by each respective signatory unit so terminating. If one or more health unit member of the Southeast Central Pilot Group elects to terminate this Agreement, the Agreement shall continue in effect thru June 30, 2011 as to the remaining local public health members of the Group. This Agreement shall terminate according to the provision of paragraph 10, below.
6. GOVERNING BODY. The governing body of this Joint Powers Southeast Central Pilot Group shall consist of the local public health administrators and Directors of Nursing for each local public health unit and the Regional Network Officer (CVHD Health Officer) participating in the Southeast Central Pilot Group. The governing body has the authority to develop and implement operating policies and procedures necessary to administer this agreement and approve expenditures in accordance with its provisions.
7. ADMINISTRATIVE FUNCTION Central Valley Health District is hereby designated the administrative agency of this Agreement. This administrative function may be transferred to another appropriate local public health unit or entity by majority vote of the Pilot Group governing body.
8. PILOT GROUP ADMINISTRATION FEE. Each participating local health unit member under this Agreement may be assessed an administration fee set by the Southeast Central Pilot Group governing body if continuing participation or beginning participation after June 30, 2011.
9. TERM OF AGREEMENT/TERMINATION. This Agreement shall be effective upon approval of the Southeast Central Pilot Group and remain in effect until:
 - A. July 1, 2011;
 - B. Suspended or superseded by a subsequent agreement among a majority of the participating members;
 - C. Terminated or modified by operation of law;

10. APPEAL. Any local health unit denied membership in the Southeast Central Pilot Group by the Southeast Central Pilot Group governing body may appeal to the ND State Health Officer by filing a letter with 30 days of the denial stating the basis for re-consideration. The ND State Health Officer shall make a decision regarding the appeal and notify the local public health unit in writing within 120 days of receipt of the appeal. Any requests for appeal shall be provided in writing to the ND State Health Officer and U.S. mail, or delivered by hand, addressed as follows:

ND State Health Officer – Regional Public Health Network
North Dakota Department of Health
600 East Boulevard Avenue
Bismarck, ND 58505-0200

11. AGREEMENT SCOPE. This Agreement, all appendices subsequently adopted and appropriate to this Agreement, shall constitute the entire agreement among the parties. No modifications of the terms of this Agreement shall bind the parties unless in writing.

12. NOTICES. Any notices given by the parties under this Agreement shall be provided in writing to the Pilot Group governing body and sent by electronic mail, U.S. mail, or delivered by hand, addressed as follows:

Southeast Central Regional Public Health Network – Governing Body

c/o Central Valley Health District
PO Box 880
Jamestown, ND 58402-0880
riszler@nd.gov

13. APPLICABLE LAW. This Agreement shall be construed under the constitution and laws of the State of North Dakota.

14. EXECUTION IN COUNTERPARTS. This Agreement may be executed in multiple counterparts or duplicate originals, each of which constitutes and is considered as one and the same document.

The authorized representative(s) of the local public health unit signing below acknowledges by their signature that the governing board of their local public health unit has formally approved participation in this joint powers agreement.

WELLS COUNTY DISTRICT HEALTH UNIT

Charles [Signature]
Name

Wells County Health Officer
Title

07-20-2010
Date

Paul F. Gundersen
Name

Vice President, Wells County Board
Title

07/20/10
Date

Lay Schmitt
Name

Wells Co Comm - Health Board
Title

07/20/10
Date

Karen Volk, RN
Name

Nurse Administrator
Title

7-20-10
Date