

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, such agreement being effective as of the \_\_\_day of \_\_\_\_, 20\_\_\_ and shall terminate as set forth herein.

### ENABLING AUTHORITY

1.1 Minn. Stat. 471.59 provides that two or more governmental units may, by agreement, contract with a governmental agency to facilitate a power common to the contracting Parties; Minn. Stat. 393.07, subd. 10 provides that a local social services agency shall establish and administer a food stamp program; and Minn. Stat. 256D.051, subd. 1 requires those receiving food stamps to meet the employment and training participation requirements of the United States Department of Agriculture.

1.2 In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minn. Stat. §471.59, Minn. Stat. §393.07 and Minn. Stat. 256D.051, and all other applicable statutes, rules and regulations, the following Parties:

McLeod County

Kanabec County

Meeker County

Renville County

Mille Lacs County

Wright County

(hereinafter know singularly as “Party” or collectively as “Parties”) hereby agree to contract with Sherburne County as a Fiscal Agent to facilitate employment and training services offered to clients by pooling their resources to provide the service through this Agreement.

### PURPOSE AND POWERS

2.1 The Parties and Sherburne County desire to establish a mechanism whereby they may contract with a County to facilitate the provision of employment and training services for the

provision of food stamp employment and training services, including participant support services, direct program services and program administrative activities with an entity approved by the commissioner of employment and economic development (“DEED”). The Parties and Sherburne County as a group receive an allocation of monies from the State of Minnesota for the SNAP Employment and Training. As part of this Agreement, the Parties will contract with Sherburne County to be a Fiscal Agent to accept the monies on behalf of the Parties and enter into a contract with an entity approved by DEED to provide the services financed by the allocation of monies from the State of Minnesota.

2.2 Relationship. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association. Sherburne County will only have the authority to act on behalf of the other Parties to the extent set forth in this Agreement.

#### AGREEMENT TO PARTICIPATE AND FUNDING

3.1 Compliance. The Parties and Sherburne County agree to abide by the terms and conditions of the Agreement.

3.2 Funding. The provision of services shall be funded with pass-through monies from the State of Minnesota. Except as otherwise provided herein, no Party shall be assessed for any administrative or operating expenses unless the board of that party so agrees or as necessary to pay for expenses upon dissolution.

#### CONTRACTING FOR THE ADMINISTRATION OF STATE PASS THROUGH MONIES

4.1 Fiscal Agent. The parties agree that commencing on \_\_\_\_\_, Sherburne County, through its Health and Human Services department shall become the Fiscal Agent of the allocation of monies from the State of Minnesota made to the Parties for provision of services for food stamp employment and training services, including participant support services, direct program services and program administrative activities. As Fiscal Agent, Sherburne County

shall be eligible to reimburse itself for any legally allowable administrative costs from the pass-through monies from the State of Minnesota.

4.2 Authority of the Fiscal Agent. The Fiscal Agent shall have the authority to accept the allocation of monies from the State of Minnesota for provision of services for food stamp employment and training services for the Parties as well as itself, including participant support services, direct program services and program administrative activities. The Fiscal Agent, on behalf of the Parties and itself, shall have the authority to contract with a public or private entity as approved by DEED to provide the services. The pass-through monies shall be held in a designated account, be subject to audit by a Party and to the extent required by Minn. Stat. §16C.05, Subd. 5 (as may be amended), the State Auditor, the Legislative Auditor or any of their duly authorized representatives, United States Department of Agriculture or any of its duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, and further shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or withdrawal. Yearly audits shall be a cost that is borne by the Fiscal Agent. The Fiscal Agent shall ensure strict accountability for all funds under this Agreement and will provide, upon request of a Party reports on all receipts and disbursements made.

The Parties may each take such action as is necessary to enforce contracts funded by pass-through monies from the State of Minnesota 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.

4.3 Start of Auditing Responsibilities. The Fiscal Agent shall be responsible only for prospective auditing and accounting requirements for the pass-through monies once Sherburne County has assumed the Fiscal Host duties, including any reports to the Minnesota State Auditor, DEED, the United States Department of Agriculture, or the Parties to this agreement.

4.4 Debarment. Sherburne County certifies that it is not prohibited from doing any business with either the federal government or the State of Minnesota as a result of any debarment or suspension proceedings. This certification is a material representation upon which the other Parties will rely. Sherburne County will provide immediate notice to the Parties if at any time it learns that this representation is erroneous or becomes erroneous due to changed circumstances.

4.5 Reservation of Authority. Any authority not specifically enumerated shall be reserved to the Parties. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services to the eligible SNAP participants.

## DATA

5.1 Confidential Information. The Parties and Sherburne County, through its agents, employees or others under its direction and control shall not discuss any individual case or any identifying case specifics which would violate the Minnesota Data Practices Act or HIPAA.

5.2 Data. All data collected, created, received, maintained, or disseminated for any purposes as a result of this Agreement is governed by Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as all other applicable state and federal law and regulations on data privacy.

5.3 Records and Reports. The books and records, including the original fully executed Agreement shall be maintained at office of the Fiscal Agent. The Sherburne County Health and Human Services Director shall be the designated authority in charge of all data collected, used, or disseminated in connection with the performance of this Agreement in compliance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. The County Attorney for the Fiscal Agent shall assist unless a non-waivable conflict exists.

## INDEMNIFICATION AND HOLD HARMLESS

6.1. Indemnification and Hold Harmless. The Parties and Sherburne County shall defend, indemnify and hold harmless the other Parties and/or Sherburne County against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Party or Sherburne County and/or its agents and employees. This Agreement to indemnify and hold harmless does not constitute a waiver by any Party's or Sherburne County's limitations on liability provided under Minn. Stat. §466.04. The Parties and Sherburne County are not liable for the acts or omissions of the others except to the extent to which they have agreed in writing to be responsible for acts or omissions of the others.

Under no circumstances shall a Party or Sherburne County be required to pay on behalf of itself or other parties, any amount in excess of the limits of liability established in Minn. Stat. Ch. 466, applicable to any third-party claim or action.

## WITHDRAWAL AND TERMINATION

7.1. Withdrawal: Any Party shall have the right to withdraw from this Agreement in the following manner:

The Party seeking to withdraw shall receive written permission from the State of Minnesota to withdraw and shall provide 180 days' notice prior to the end of the State fiscal year support service allocation which coincides with the federal fiscal year expenditure budget. One Party's decision to withdraw shall not impact the terms of the Agreement of the remaining Parties.

The Party's County Board of Commissioners shall pass a motion or resolution declaring its intent to withdraw and shall provide evidence of such motion or resolution to the Fiscal Agent by certified, return receipt mail to Sherburne County Health and Human Services Director and upon the other Parties' social services directors.

7.2 Withdrawal Implications. When a Party exercises its option to withdraw under the terms of this Agreement, no liability shall accrue for the subsequent quarters after the completion State Fiscal Year Support Service Allocation. Any liability that arose while the Party was part of this Agreement shall not be discharged by the Party's withdrawal. The withdrawing party shall

preserve all its records which have been maintained from the inception of the initial term of this Agreement to the effective date of its withdrawal. Such records shall be retained no less than six (6) years from the effective date of withdrawal.

7.3 Termination. This Agreement shall terminate at such time as all Parties respective Boards agree to terminate this Agreement; if there is no allocation of funds from the State of Minnesota for a full calendar year; or if Sherburne County provides sixty days (60) prior written notice to all of the Parties' social services directors that it will no longer serve as the Fiscal Agent at the end then State Fiscal Year for Support Service Allocations.

7.4 Effects of Termination. Termination shall not discharge any liability incurred by the Party or Sherburne County that arose during the term of the Agreement.

#### MISCELLANEOUS

8.1 Meetings. The Parties, as represented by the heads of their respective social services agencies, may call a meeting individually or collectively with Sherburne County to discuss the efficacy of this Agreement. Any meetings held will comply with the Open Meeting law.

8.2 Amendments. This Agreement may be amended only by approval of the County Boards of each Party and Sherburne County. Said action shall be by motion or resolution of the County Board of Commissioners of each Party and Sherburne County. Notice of any proposed amendment must be provided to the Parties and Sherburne County at least thirty (30) days prior to the effective date of the proposed amendment.

8.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Fiscal Agent who will maintain them in accord with this Agreement.

IN WITNESS WHEREOF, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF MCLEOD

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its:

Date: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

By: \_\_\_\_\_  
For the County Attorney's Office

Date: \_\_\_\_\_

IN WITNESS WHEREOF, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF MILLE LACS

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its:

Date: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

By: \_\_\_\_\_  
For the County Attorney's Office

Date: \_\_\_\_\_



IN WITNESS WHEREOF, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF WRIGHT

By: \_\_\_\_\_  
Chairperson, HHS Board of Commissioners

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its:

Date: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

By: \_\_\_\_\_  
For the County Attorney's Office

Date: \_\_\_\_\_

IN WITNESS WHEREOF, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF RENVILLE

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its:

Date: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

By: \_\_\_\_\_  
For the County Attorney's Office

Date: \_\_\_\_\_

IN WITNESS WHEREOF, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF MEEKER

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its:

Date: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

By: \_\_\_\_\_  
For the County Attorney's Office

Date: \_\_\_\_\_

IN WITNESS WHEREOF, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF KANABEC

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its:

Date: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

By: \_\_\_\_\_  
For the County Attorney's Office

Date: \_\_\_\_\_

IN WITNESS WHEREOF, by virtue of the duly authorized signatures set forth below has authorized the execution of this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF SHERBURNE

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its:

Date: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

By: \_\_\_\_\_  
For the County Attorney's Office

Date: \_\_\_\_\_

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