

**Joint Powers Agreement
Establishing the Minnesota
Structural Collapse/Technical Rescue Task Force Organization
(Minnesota Task Force One)**

This agreement is made pursuant to the authority conferred upon the participants by Minnesota Statute 471.59. The participants to this agreement are all "governmental units" as defined by Minnesota Statute 471.59, Subdivision 1.

- 1.0 General Purpose. The purpose of this Joint Powers Agreement is to establish the Minnesota Structural Collapse/Technical Rescue Task Force Organization, which shall be governed by a Board of Directors, for the purpose of establishing, training, equipping, maintaining and deploying Minnesota Task Force One to incidents inside and outside the State of Minnesota as may be requested by a local agency or other unit of government.

- 2.0 Definitions. In addition to the standard definitions found in the National Incident Management System (2008), the following definitions apply to this document.
 - 2.1 "Minnesota Structural Collapse/Technical Rescue Task Force Organization" – The group of all Team Members, governed by the Board, who may be available to be rostered or activated to provide response to incident activities pursuant to this Agreement.

 - 2.2 "Minnesota Structural Collapse/Technical Rescue Task Force " (MN TF-1) – A group of Team Members, designated by the Board, who are rostered for deployment or are deployed to support incident activities pursuant to this Agreement.

 - 2.3 "Team Member" – A trained and qualified person, as designated and approved by the Board, who is employed by, contracted to, or volunteering with a Participant, who is or may be available to be activated to support incident response activities pursuant to this Agreement.

 - 2.4 "Board" – The Board of Directors established by this Agreement

 - 2.5 "Director" – A member of the Board of Directors, qualified as defined under this Agreement, who is employed by, contracted to, or volunteering with a Minneapolis, St. Paul, Edina, Dakota County, Rochester, and one at large member from another participating governmental unit, who may be available to be activated to support incident activities pursuant to this Agreement.

 - 2.6 "Participant" – Any governmental unit as defined by Minnesota Statute 471.59, Subdivision 1 which is a signatory to this Agreement.

3.0 Participants.

- 3.1 **Participants:** Subject to additional Participants added hereunder, the Participants shall be: (Attached Roster)
- 3.2 **Status:** No change in governmental boundaries, structure, organizational status or character shall affect the eligibility of any Participant listed above to be represented on the Board as long as such Participant continues to exist as a separate political subdivision.
- 3.3 **Responsibility for Employees:** All persons engaged in the work to be performed by a participant under this Agreement may not be considered employees of any other participant for any purpose, including worker's compensation and other claims that may or might arise out of the employment context on behalf of the employees. All claims made by a participant as a result of any act or omission of a participant's employees while engaged on any of the work performed under this Agreement are not the obligation or responsibility of any other participant. Each participant is responsible for injuries or death of its own personnel. Each participant will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services under this Agreement. Each participant waives the right to sue any other participant for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other participant or its officers, employees, or volunteers.
- 3.4 **Emergency Management Assistance Compact EMAC:** Any participant engaged as a member of MN TF-1 and deployed as part of an EMAC request are afforded all the protections and coverage as stated in **Minn. Stat. 192.89**, and retains all stated protections and coverage while engaged as part of an EMAC request.

4.0 Board of Directors.

- 4.1 **Directors.** The Organization shall be governed by a Board of Directors which shall consist of one (1) qualified Director appointed by the governing body of each Minneapolis, St. Paul, Edina, Dakota County, Rochester, and one at large director elected from and by other signatory participants. Each governing body with an appointed Director may designate a qualified alternate for its appointed Director.
- 4.2 **Qualifications.** Directors and alternates must be Team Members and must have taken the FEMA equivalent Structural Collapse Technician Training, and all applicable pre-requisite training.
- 4.3 **Compensation.** Directors shall serve without compensation from the Organization or Board. This shall not prevent a Participant from providing compensation to a Director for serving on the Board.

5.0 Quorum/Voting.

5.1 **Quorum.** A majority of all of the Directors shall constitute a quorum. A simple majority vote of the Directors present at a meeting with a valid quorum shall be required for the Board to take action, unless otherwise provided in this Agreement or by law.

5.2 **Voting.** There shall be no voting by proxy. All votes must be cast by the Director or designated alternate at a Board Meeting. Each Director shall have one (1) vote.

6.0 Officers.

6.1 **Officers.** The officers of the Board shall be a Chair, Vice-Chair and Secretary/Treasurer.

6.2 **Elections.** At its first meeting, the Board shall elect a Chair, a Vice-Chair, and a Secretary/Treasurer who shall serve two year terms ending on December 31. Officers elected to partial or unexpired terms (including the initial term of office which ends on December 31, 2008) shall serve out the partial term but must then stand for election with the other Officers for the following term.

6.3 **Vacancies.** A Director shall be elected in the same manner as above to fill out an unexpired term of any office which becomes vacant.

6.4 **Other Officers.** The Board may elect or appoint such other officers as it deems necessary to conduct its meetings and affairs.

7.0 Meetings

7.1 **Annual Meeting.** The Board shall meet at least annually on a schedule determined by the Board.

7.2 **Call.** Meetings of the Board may be called by the Chair or upon written request of a majority of the Directors.

7.3 **Open Meeting/Data Practices.** The Organization shall comply with data practices and open meeting laws which are applicable to the Participants.

7.4 **Meeting by Teleconference.** The Board, in an emergency, may meet by teleconference. A quorum of the Board is required to be present on the call to conduct business.

8.0 Powers and Duties of the Board.

8.1 The powers and duties of the Board include, but are not limited to, those enumerated in this section.

- 8.2 The Board shall prepare, adopt, and implement a plan to provide MN TF-1 response according to the terms and conditions herein.
- 8.3 The Board shall establish, train, equip, maintain, and govern the Organization, MN TF-1 and Team Members in their capacity as Team Members.
- 8.4 The Board shall provide for the deployment and recovery of one or more MN TF-1 teams to incidents as may be requested by another government unit under circumstances approved by the Board.
- 8.5 The Board shall prepare and approve an annual budget for MN TF-1.
- 8.6 The Board may purchase and maintain equipment necessary for the performance of its duties and the duties of MN TF-1.
- 8.7 The Board may enter into contractual delegations of authority with local, state, or Federal, government units for the purposes of conducting incident management/technical rescue operations within the jurisdiction of such units and such power may be delegated to designated incident commanders/task force leaders.
- 8.8 The Board may research and make recommendations to the Participants regarding other matters related to the Task Force purposes.
- 8.9 The Board may consult with persons knowledgeable in technical rescue management and response, such as research organizations, educational institutions, other political subdivisions, regulatory organizations, technical experts, and any other persons who can provide pertinent information.
- 8.10 The Board may cooperate or contract with the State of Minnesota, any political subdivision, federal agencies or private or public organizations to accomplish the purposes for which it is organized.
- 8.11 The Board may contract with other governmental units to provide the services of MN TF-1. The Board may enter into a mutual aid agreement with other similar Task Forces.
- 8.12 The Board may contract for or purchase such insurance as the Board deems necessary for the protection of the Board, the Participants, the Response Team, and its property.
- 8.13 The Board may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Organization not currently needed for its operations.
- 8.14 The Board may collect money from participants, subject to section 10.2, and from any other source(s) authorized by law.

- 8.15 The Board may make contracts, employ consultants, incur expenses and make expenditures necessary and incidental to the effectuation of its purposes and powers, in conformance with the requirements applicable to contracts and purchases of all the Participants.
- 8.16 The Board shall cause to be made an annual audit of the books and accounts of the Board and shall make and file a report to the Participants at least once each year. Strict accountability of all funds and report of all receipts and disbursements shall be made.
- 8.17 The Board's books, reports and records shall be available for and open to inspection by its Participants at all reasonable times. The Board's records shall be available for inspection by the public pursuant to Minnesota Statutes, Chapter 13.
- 8.18 The Board may appoint such committees as it deems necessary to exercise the powers of the Board in accordance with by-laws adopted by the Board and as allowed by law.
- 8.19 The Board may exercise all other lawful powers necessary and incidental to the implementation of the purposes and powers set forth herein, including, without limitation, the adoption of by-laws to govern the functioning of the Board, provided that no by-law or action of the Board shall be contrary to the terms of this Agreement.

9.0 Additional Participants

- 9.1 **Vote of Board.** Other governmental units may become a participant to this Agreement upon approval of a 2/3 majority of the Board. The new Participant shall sign a copy of this Agreement. Existing Participants shall not be required to sign the agreement again.
- 9.2 **Non-Governmental Entities.** With the approval of the Board, Non-Governmental entities may appoint qualified Directors to become advisory (non-voting) members of the Board and may contribute personnel to Task Force operations upon entering into a sponsorship agreement with any one Participant in a form accepted and approved by the Board.

10.0 Finance

- 10.1 **No Joint Powers Board.** A "joint powers board" pursuant to Minnesota Statutes 471.59, Subd. 11 is not established by this agreement. Neither the Board nor the Organization has authority to issue bonds or obligations.
- 10.2 **Revenue.** The Organization is wholly funded through grant funds available to one or more of the Participants. Participants are not obligated under this agreement to fund the Organization in any other fashion without an amendment to this Agreement as provided herein.

- 10.3 **Disbursements.** The Organization may make disbursements from public funds to carry out the purposes of this agreement.
- 10.4 **Fiscal Agent.** The Board shall designate one Participant, with that Participant's consent, to serve as the fiscal agent for the Organization and funds may be paid to or disbursed by that Participant provided that the method of disbursement shall agree as far as practicable with the method provided by law for the disbursement of funds by the parties to the agreement.
- 10.5 **Purchasing.** Contracts let and purchases made under the agreement shall conform to the requirements applicable to contracts and purchases of the Fiscal Agent.
- 10.6 **Accountability.** The fiscal agent shall maintain accountability of all funds and report of all receipts and disbursements.
- 10.7 **Distribution of Property.** In the event that the Agreement is terminated as provided herein, any property acquired as the result of such joint or cooperative exercise of powers or surplus money shall be disposed of pursuant to the terms of any applicable grants or other contractual obligations, or, in none, pursuant to the procedures of the Fiscal Agent and the proceeds from such disposal shall be distributed pro rata to the Participants. Property acquired by participants prior to entering into this agreement shall remain in possession of the participants.

11.0 Indemnification

- 11.1 The Board shall defend, indemnify and hold harmless the Participants and any employees, officials, volunteers, or agents of the Participants against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board or employees or agents of the Board. This agreement to indemnify and hold harmless does not constitute a waiver by any participant of the limitations on liability provided under Minnesota Statutes, Chapter 466 or Section 3.736 or a waiver of any available immunities or defenses. To the fullest extent permitted by law, actions by the Participants pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity," and it is the intent of the Participants that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Participant to this Agreement expressly declines responsibility for the acts or omissions of any other Participant. Any excess or uninsured liability shall be borne equally by each Participant.

12.0 Duration.

This Agreement shall remain in full force and effect until it is terminated in the manner provided herein.

13.0 Default.

Upon the failure of any Participant to fulfill any of its other material obligations under this Agreement the Board may expel a Participant upon 2/3 vote.

14.0 Effective Date.

This Agreement shall become effective upon the approval of any two Participants herein and shall become binding upon the remaining Participants on the dates of the approval of each of them. All Participants need not sign the same copy. The signed Agreement along with a certified copy of the resolution authorizing the Agreement, shall be filed with the Fire Chief of the City of Bloomington, who shall notify all Participants in writing of its effective date and set a date and place for the Board's first meeting.

15.0 Amendments.

This agreement may be amended only by the unanimous agreement of all Participants acting by and through their governing bodies.

16.0 Withdrawal and Termination.

16.1 **Withdrawal.** Any participant shall have the right to withdraw from this Agreement and Organization hereby created in the following manner:

16.1.1 Notice of intent to withdraw shall be given in writing to all Participants.

16.1.2 The governing body of the withdrawing participant shall pass a resolution declaring its intent to withdraw effective on a specified date, which date shall not be less than ninety (90) days from the day of the resolution and shall send a certified copy of such resolution to the Chair of the Board not less than ninety (90) days before the effective date with withdrawal. The certified copy of such resolution shall be provided to the Chair of the Board by hand delivery.

16.1.3 Upon receipt of the resolution of a withdrawal, the Chair of the Board shall mail copies of the resolution to all Directors.

16.2 **Continuing Organization.** Notwithstanding the parties' authority to withdraw, this Agreement and the Organization created hereby shall continue in force until all remaining Participants mutually agree to terminate or revise this Agreement.

16.3 **Termination.** After the effective date of termination, the Board shall continue to exist for the limited purpose of discharging the Board's debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

17.0 Captions.

The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

18.0 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.

19.0 Counterparts.

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The Fiscal Agent shall act as administrator of the Agreement for the purpose of maintaining the document and insuring its availability to all Participants. The Fiscal Agent shall provide notice to all parties in the event of the addition or withdrawal of a Participant.

20.0 Construction.

Each provision of this Agreement has been reviewed and negotiated, and represents the combined work product of all Participant hereto. NO presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the Participant preparing the same shall be applicable in connection with the construction or interpretation of any of the provision of this Agreement.

21.0 Governing Law.

This Agreement, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Minnesota.

22.0 Entire Agreement.

The entire agreement between the Participants hereto is contained in this Agreement, and this Agreement supersedes all of their previous understanding and agreements, written and oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF - the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute 471.59.

**Execution Page for the
Joint & Cooperative Agreement
For Minnesota Structural Collapse/Technical Rescue Task Force**

The party listed below has read, agreed to and executed this Agreement on the date indicated.

Date _____

Entity _____

By _____

Title _____

And _____

Title _____