

**Joint Powers Agreement
For The
Minnesota Task Force Two
Urban Search and Rescue Team**

1. GENERAL PURPOSE.

1.1. The purpose of this Agreement is to govern the Minnesota Task Force Two Urban Search and Rescue Team (MN-TF2) for the purpose of establishing, training, equipping, maintaining and deploying Minnesota Task Force Two to incidents inside and outside the State of Minnesota as may be requested by a local agency or other unit of government pursuant to Minnesota Statute §§12.33, 12.331, 12.351, 192.89, or 192.91. MN-TF2 was previously established under a Memorandum of Understanding (attached hereto as Exhibit A) between the City of Virginia, MN, the City of Duluth, MN, and Minnesota Air National Guard – 148th Fighter Wing and was known as the Arrowhead Regional Special Operations Urban Search and Rescue Team. This Agreement supersedes all prior Memorandum of Understandings and Agreements for MN-TF2, formally the Arrowhead USAR Team by the same group of municipal corporations and the 148th Fighter Wing Fire Department.

2. DEFINITIONS. In addition to the standard definitions found in the National Incident Management System (2008 and as amended from time to time), the following definitions apply to this Agreement.

2.1. **“Minnesota Task Force Two Urban Search and Rescue Team”** (MN-TF2) – The collective resources of the Cities of Virginia and Duluth, governed by a Board of Directors as described herein, who provide response to incident activities pursuant to this Agreement.

2.2. **“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 or a Sponsoring Agency approved by the Board, as described below, who is or may be available to be activated to support incident response activities pursuant to this Agreement.

2.3. **“Board”** – The Board of Directors of MN-TF2 established by this Agreement.

2.4. **“Director”** – A member of the Board of Directors, or as other qualified as defined under this Agreement, who is employed by, contracted to, or volunteering with the Cities of Virginia and Duluth and is appointed by them to serve on the Board of Directors.

2.5. **“Participant”** – Any governmental unit as defined by Minnesota Statute §471.59, Subdivision 1, which is a signatory to this Agreement, including: Cities of Virginia and Duluth.

2.6. **“Sponsoring Agency”** – Any agency, not a party to this Agreement, that allows one or more of its employees, contractors or volunteers to be a Team Member. All requests to become a Sponsoring Agency shall be reviewed and either accepted or denied by the Board. If approved, the new agency shall sign the ‘Sponsoring Agency Agreement’ attached hereto as Addendum A. All Sponsoring Agencies must execute the Sponsoring Agency Agreement and comply with all of the obligations imposed upon a Sponsoring Agency by that Agreement and this Joint Powers Agreement.

2.7. **“Program Manager’s Group”** (PMG) – A working group advisory to the Board that provides recommendations on all aspects of the team, including, but not limited to: planning, operations, training, logistics, administration and finance. At least one, but no more than two representatives shall be appointed to the PMG by the Director of their respective agency and shall have taken the FEMA equivalent Structural Collapse Technician Training, and all other applicable pre-requisite training as determined by the Board.

3. PARTICIPANTS.

- 3.1. **Status:** No change in governmental boundaries, structure, organizational status or character shall affect the eligibility of any Participant to be represented on the Board as long as such Participant continues to exist as a separate political subdivision.
- 3.2. **Right to Withhold Assets:** A Participant or Sponsoring Agency may in its sole discretion decline some or all requested asset deployments if conditions within the borders of the Participant or Sponsoring Agency require retention of assets.
- 3.3. **Responsibility for Employees:** All persons engaged in the work to be performed on behalf of a Participant or Sponsoring Agency under this Agreement are not employees of any other Participant or Sponsoring Agency 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. A Participant or Sponsoring Agency shall not be responsible for the acts or omissions of another Participant's or Sponsoring Agency's employees or agents while engaged in any of the work performed under this Agreement. Each Participant and Sponsoring Agency is responsible for injuries to or death of its own employees and agents while performing work under this Agreement. Each Participant and Sponsoring Agency will maintain workers' compensation insurance or self-insurance coverage as required by applicable law, covering its own employees while providing services under this Agreement. Each Participant and Sponsoring Agency waives the right to bring legal action against any other Participant or Sponsoring Agency for any workers' compensation benefits paid to its own employees or volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Participant or Sponsoring Agency or their respective officers, employees, or volunteers. Should any portion of this section conflict with the provisions of the laws under which MN-TF2 is activated, the terms of the applicable laws will control.
- 3.4. **Emergency Management Assistance Compact EMAC:** Any Participant or Sponsoring Agency with employees or volunteers engaged as a member of MN-TF2 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.
- 3.5. **State Specialized Emergency Response Team Activation:** Any Participant or Sponsoring Agency with employees or volunteers engaged as a member of MN-TF2 and activated by the state director of Homeland Security and Emergency Management or State Fire Marshal's Office as a Specialized Emergency Response Team are afforded all the protections and coverage as stated in Minn. Stat. §12.351, and retains all stated protections and coverage while deployed as part of this activation.

4. BOARD OF DIRECTORS.

- 4.1. **Directors.** MN-TF2 shall be governed by a Board of Directors which consists of seven Directors including two Directors appointed by and representing the City of Virginia and two directors appointed by and representing the City of Duluth. There will be one At-Large Director that can come from any participating agency. There will be two Directors appointed by and representing the 148th Fighter Wing Fire Department as a Sponsoring Agency. Any Director may designate a member of their agency or group of agencies to attend a meeting of the Board as a proxy. In the event additional Sponsoring Agencies are added to this agreement, they shall collectively select one representative to serve as the Director for all Sponsoring Agencies. The maximum number of Directors will be eight.

- 4.2. **Compensation.** Directors shall serve without compensation from MN-TF2 or the Board. This shall not prevent a Participant or Sponsoring Agency from providing compensation to a Director for serving on the Board.
- 4.3. **Director Term.** Each Director appointed by a Participant or Sponsoring Agency group shall serve until replaced by its appointing entity, or until the Director ceases to be an employee or volunteer of the appointing entity.

5. BOARD OFFICERS AND ELECTIONS

- 5.1. **Officers.** The officers of the Board shall be a Chair and Vice-Chair.
- 5.2. **Elections.** At its first meeting, the Board shall elect a Chair and Vice-Chair. Each officer will serve a two-year term, ending on December 31. Thereafter, elections shall occur in January or at such later time as the majority vote.
- 5.3. **Vacancies.** An officer shall be elected in the same manner as above to fill out an unexpired term of any office which becomes vacant. Officers elected to partial or unexpired terms shall serve out the partial term but must then stand for election for the following term.
- 5.4. **Other Officers.** The Board may elect or appoint such other officers as it deems necessary to conduct its meetings and affairs.

6. VOTING/QUORUM

- 6.1. **Voting.** The Board Chair shall be notified in writing in advance of each meeting of an alternate representative from a Participant or Sponsoring Agency group, if that alternative representative is to have voting authority at the meeting.
- 6.2. **Quorum.** Four 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 act, unless otherwise provided in this Agreement or by law.

7. MEETINGS

- 7.1. **Annual Meeting.** The Board shall meet at least annually, with the date as determined by the Board Chair after consulting with the other Directors.
- 7.2. **Call.** Meetings of the Board may be called by the Chair or upon the request of any four Directors. Directors shall receive at least three days' notice of all meetings.
- 7.3. **Open Meeting/Data Practices.** The MN-TF2 shall comply with data practices and open meeting laws which are applicable to the Participants and Sponsoring Agencies.

8. POWERS OF THE BOARD.

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

- 8.1. **Appoint Persons to PMG.** Each Participant and Sponsoring Agency may appoint at least one, but no more than two representatives to the PMG. To be eligible for such appointment, the individual shall have taken the FEMA equivalent Structural Collapse Technician Training, and all other applicable pre-requisite training as determined by the Board.
 - 8.1.1. **PMG Assistance.** The PMG shall provide recommendations and assist the Board in the response, training and equipping, and deployment and recovery of MN-TF2 assets, as provided below.
 - 8.1.1.1. **Response.** Prepare, adopt, and implement a plan to provide MN-TF2 response according to the terms and conditions herein.

8.1.1.2. **Training and Equipping.** Establish standard procedures, as well as train, equip, maintain, and govern the day-to-day organization and operation of MN-TF2.

8.1.1.3. **Deployment and Recovery.** Provide for the deployment and recovery of MN-TF2 assets to incidents as may be requested by other governmental units, or other established procedures, approved verbally or by proxy, by the Board.

8.1.1.4. **Purchasing.** Purchase apparatus, equipment, protective gear and goods and services, as established herein, as necessary for the performance of MN-TF2.

8.2. **Budget.** The Board shall approve an annual budget for MN-TF2.

8.3. **Insurance.** The Board may contract for or purchase such insurance in the name of MN-TF2 as the Board deems necessary for the protection of the Board, Participants, Sponsoring Agencies and its property. At a maximum, the Board may maintain liability coverage for the actions of the Board with a limit of coverage equal to the liability limits under Minn. Stat. Ch. 466. The Board may also obtain tail coverage following termination of the Agreement to cover the statute of limitations period during which a claim could be made against the Board. Any insurance obtained shall name each Participant and Sponsoring Agency as a covered party or additional insured.

8.4. **Contracts, Consultants, Expenses and Expenditures.** The Board may make contracts, employ consultants, incur expenses and make expenditures necessary and incidental to the execution of its purposes and powers.

8.5. **Audits.** The Board will coordinate an annual audit of the books and accounts of the Board and shall make and file a report to the Participants and Sponsoring Agencies at least once each year. Strict accountability of all funds and report of all receipts and disbursements shall be made.

8.6. **Committees.** 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.

8.7. **Lawful Powers and By-Laws.** 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. FINANCE.

9.1. **No Bonding Authority.** The Board is not authorized and does not possess the power to issue bonds or obligations pursuant to Minn. Stat. § 471.59, subd. 11.

9.2. **Funding.** MN-TF2 is funded through Federal and State appropriations. Participants and Sponsoring Agencies are not obligated under this Agreement to fund MN-TF2 in any other fashion without an amendment to this Agreement as described herein. MN-TF2 may accept funds, services and goods from non-governmental agencies, specifically for the non-profit operation of MN-TF2.

9.3. **Internal Audits.** The Board's books, reports and records shall be available for and open to inspection by its Participants and Sponsoring Agencies at all reasonable times, but shall be subject to review at least annually, as stipulated above.

9.4. **External Audits.** The Board's records are government data and are governed by Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

9.5. **Disbursements.** MN-TF2 may make disbursements from public funds to carry out the purposes of this agreement.

9.6. **Fiscal Agent.** The Board shall designate one Participant, with that Participant's consent, to serve as the Fiscal Agent for MN-TF2. Funds may be disbursed by that Fiscal Agent, provided the method of disbursement shall agree as far as practicable with the method

provided by law for the disbursement of funds by the Participants and Sponsoring Agencies to the Agreement.

- 9.7. **Purchasing.** Contracts and purchases made under this Agreement shall conform to the requirements applicable to contracts and purchases of the Fiscal Agent.
- 9.8. **Accountability.** The Fiscal Agent shall maintain accountability of all funds and report on all receipts and disbursements.
- 9.9. **Distribution of Property.** In the event any Participant withdraws from this Agreement as provided for herein or by law and acquired property that MN-TF2 or the Fiscal Agent of MN-TF2 purchased after the effective date of this Agreement, the property shall be returned to MN-TF2 and distributed to the remaining Participants based on the decisions and discretion of the Board of Directors. In the event of Termination of the Agreement as provided for herein or by law, any property acquired as the result of such joint or cooperative exercise of powers after the effective date of this Agreement shall remain the property of the Participant to which the Board of Directors has assigned the property. Participants agree to follow any applicable grant or other contractual obligations, or, if none, the Participants' property disposal procedures after termination of this Agreement. Any surplus money shall be distributed on a pro rata basis to the Participants. Property acquired by Participants and Sponsoring Agencies prior to participating in MN-TF2 shall remain the property of the Participant or Sponsoring Agency.

10. INDEMNIFICATION.

- 10.1. MN-TF2 shall defend, indemnify and hold harmless the Participants and Sponsoring Agencies and any Team Members against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board. This agreement to indemnify and hold harmless does not constitute a waiver by any Participant or Sponsoring Agency of the limitations on liability provided under Minnesota Statutes, Chapter 466 or §3.736 or a waiver of any available immunities or defenses. To the fullest extent permitted by law, actions by the Participants and Sponsoring Agencies pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity," and it is the intent of the Participants and Sponsoring Agencies that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, §471.59, subd. 1a(a); provided further that for purposes of that statute, each Participant and Sponsoring Agency expressly declines responsibility for the acts or omissions of any other Participant, Sponsoring Agency and Team Member from another Participant or Sponsoring Agency.
- 10.2. Nothing in this Agreement shall be construed to provide insurance coverage or indemnification to an officer, employee or volunteer of any Participant or Sponsoring Agency for any act or omission for which the officer, employee or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

11. EXECUTION AND DURATION

- 11.1. **Execution.** This Agreement shall be considered in effect and executed on the last date of signature from all of the Participants.
- 11.2. **Duration.** This Agreement shall remain in full force and effect for five (5) years from the date of execution.
- 11.3. **Auto-Continuation.** If not amended, this Agreement does not automatically renew.

12. RECORDKEEPING AND FILING.

- 12.1. **Joint Powers Agreement.** The signed Agreement, along with a certified copy of the resolution authorizing the Agreement, shall be filed with the Office of the Commissioner of the Minnesota Department of Public Safety.
- 12.2. **Standard Record Keeping and Filing.** All official records of MN-TF2 shall be kept and maintained by the Fiscal Agent for retention and auditing as described herein.
13. **AMENDMENTS.** This Agreement may be amended only by the unanimous, written consent of all the Participants, acting by and through their governing bodies.
14. **WITHDRAWAL, CONTINUING ORGANIZATION AND TERMINATION.**
- 14.1. **Right to Withdraw.** Any Participant shall have the unilateral right to withdraw from this Agreement and may exercise this right by providing written notice of intent to withdraw to the Board. The notice must declare intent to withdraw from MN-TF2, effective on a specified date which shall not be less than ninety (90) days from the date of notice.
- 14.1.1. **Board Review of Impact of Withdrawal.** Upon receipt of the notice of withdrawal, the Board shall call a meeting as provided in Section 7 of this Agreement for the purpose of reviewing the impact of a Participant withdrawal on MN-TF2.
- 14.2. **Continuing Organization.** Notwithstanding the Participant's authority to withdraw, this Agreement and MN-TF2 shall continue in force until all remaining Participants mutually agree to terminate this Agreement.
- 14.3. **Termination.** The Office of the Commissioner of the Minnesota Department of Public Safety shall be notified in writing, not less than ninety (90) days from the effective date of termination of this Agreement. The Board shall continue to exist for the limited purpose of settling its affairs, disposing of its property and surplus monies, and discharging any debts, liabilities or other obligations of MN-TF2 that require formal severance.
15. **CAPTIONS.** The captions of this Agreement are for convenience and reference only; they in no way define, limit, or describe the scope or intent of this Agreement.
16. **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.
17. **COUNTERPARTS.** This Agreement shall not be executed in any number of counterparts, without express approval by the Board under established Amendment procedures herein. Unless specifically delegated, the Chair of the Board shall maintain copies of the document to and ensure its availability to all Participants.
18. **CONSTRUCTION.** Each provision of this Agreement has been reviewed and negotiated, and represents the combined work product of all Participants hereto. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of, or against each Participant preparing the same, shall be applicable in connection with the construction or interpretation of any of the provision of this Agreement.
19. **GOVERNING LAW.** This Agreement and the rights of the Participants and Sponsoring Agencies shall be governed by and construed in accordance with the laws of the State of Minnesota.

20. **ENTIRE AGREEMENT.** The entire agreement between the Participants hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings 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



**Execution Page for the Joint Powers Agreement
For
Minnesota Task Force Two
Urban Search and Rescue Team**

The party listed below has read, agreed to and executed this Agreement on the date indicated. This agreement is in effect for 10 years from date of execution, as described herein.

City of Virginia

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

City of Duluth

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

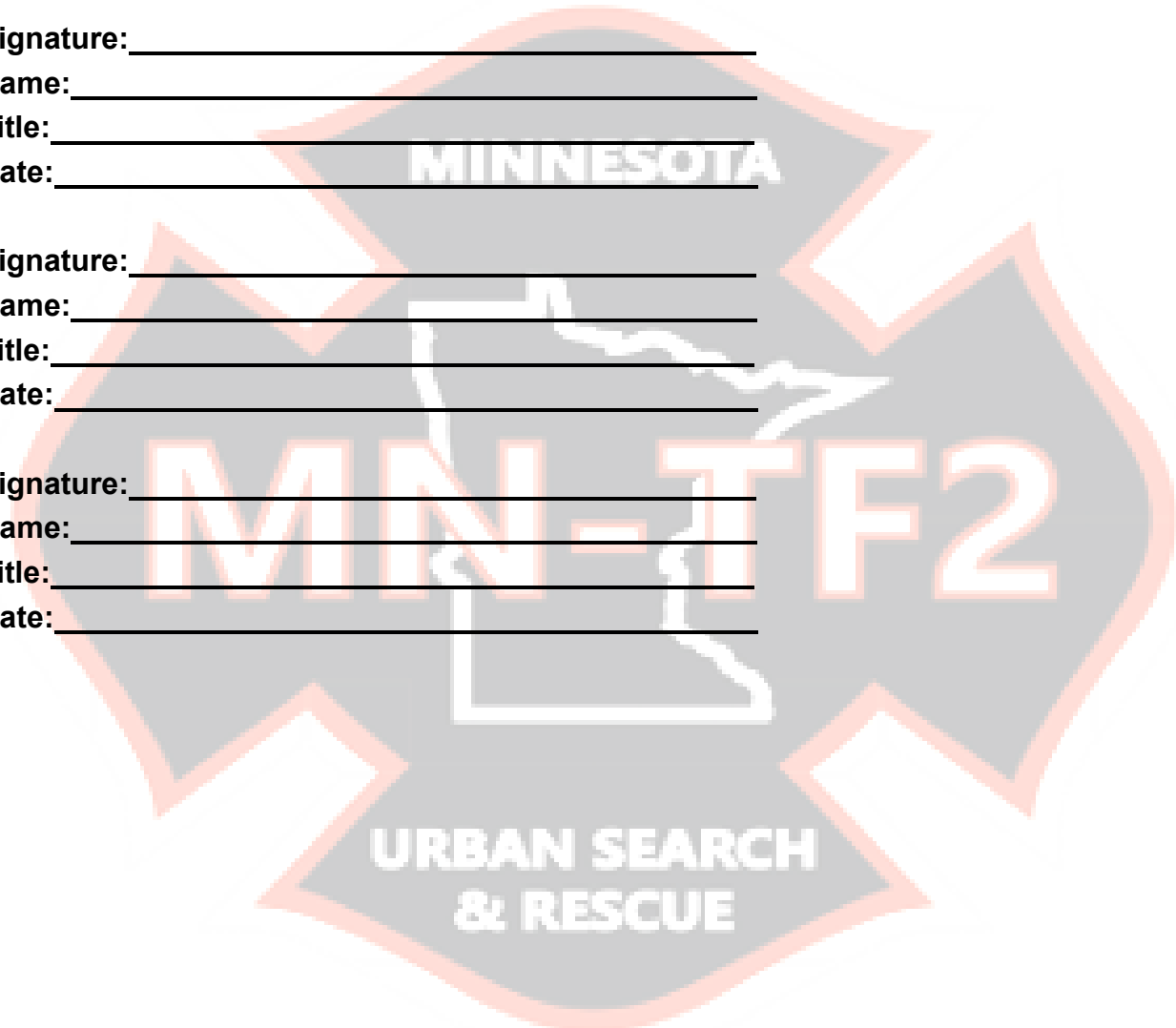
Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____



ADDENDUM A

Sponsoring Agency Agreement
Between
Minnesota Task Force Two Urban Search and Rescue Team
And

For
Minnesota Task Force Two Urban Search and Rescue Team Participation

The parties to this Agreement are the Minnesota Task Force Two Urban Search and Rescue Team, a joint powers entity of municipal corporations within the State of Minnesota (referred to herein as 'MN-TF2') and _____, a _____ of the State of Minnesota (referred to herein as 'Sponsoring Agency').

1. Purpose. The purpose of this agreement is to enable the Sponsoring Agency to assign one or more of its employees or volunteers as a Team Member to MN-TF2 and to enable the MN-TF2 to accept such employees and volunteers as participants, on the terms and conditions stated herein. Team Members, for purposes of this Agreement, includes firefighters, licensed peace officers, emergency medical technicians, building inspectors, public works employees, public health workers, information technology workers, among others. Whenever the term "employee" or "employees" appears in the Agreement, the term includes employees and volunteers of a Sponsoring Agency unless stated otherwise.
2. Term. This Agreement shall be in effect as of the date that it is executed by both parties and shall remain in effect indefinitely or until either party terminates the Agreement pursuant to Section 6.
3. Assignment of Employees.
 - a. Assignment. The Sponsoring Agency may assign its employees to the Task Force, only with the consent of MN-TF2, which consent may be withdrawn by MN-TF2 at any time, and in accordance with the procedures of MN-TF2. Employees so assigned remain employees or volunteers of the Sponsoring Agency and are not employees of MN-TF2. When MN-TF2 is providing assistance to a party of MN-TF2, Sponsoring Agency shall compensate its employees just as if they were performing the duties within and for the Sponsoring Agency.
 - b. Workers' Compensation. Sponsoring Agency shall be responsible for injuries to or death of its own employees and shall maintain workers' compensation

coverage or self-insurance coverage, covering its own employees and volunteers while they are providing assistance as a member of the MN-TF2. The Sponsoring Agency waives its right to commence legal action against the MN-TF2 or any of its members for any workers' compensation benefits paid to its employees or their dependents, even if the injuries were caused wholly or partially by the negligence of the MN TF-2 or any of the members thereof.

- c. Damage to Equipment. The Sponsoring Agency shall be responsible for damage to or loss of its own equipment occurring during training or deployment of the MN-TF2. The Sponsoring Agency waives the right to commence legal action against MN-TF2 or any of the members for any damages to or loss of its equipment, even if the damages or losses were caused by the negligence of MN- TF2 or any member thereof.
- d. Liability. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), employees or volunteers assigned by the Sponsoring Agency to the Task Force are employees of Sponsoring Agency. The Sponsoring Agency agrees to defend, indemnify and hold harmless MN-TF2 and any of the members thereof against any claims brought or actions filed against MN-TF2 or any of the members thereof or any officer, employee or agent thereof for injury to, death of, or damage to the property of any third person or persons, arising from the action or omission of its employees or volunteers while providing assistance as a member of the MN-TF2. Under no circumstances shall the Sponsoring Agency be required to pay on behalf of itself and MN-TF2 and any of the members thereof any amounts in excess of the limits of liability established in Minn. Stat. Ch. 466 applicable to any one entity. The limits of liability for MN-TF2, any of its members and the Sponsoring Agency may not be added together to determine the maximum amount of liability for any of them.
- e. Costs. Sponsoring Agencies are not entitled to reimbursement by MN-TF2 or any member thereof of its costs incurred in connection with activities undertaken pursuant to this agreement, except for its costs which are reimbursable pursuant to policies established by the Board of Directors of MN-TF2. MN-TF2 may voluntarily reimburse other costs to the extent that grant funds are available.

4. MN-TF2.

- a. Consent. MN-TF2 hereby consents to the assignment by Sponsoring Agency of its employees or volunteers to participate on the MN-TF2, on the condition that the Sponsoring Agency and its employees or volunteers comply with all applicable MN-TF2 policies and procedures. MN-TF2 hereby reserves the right, at any time it deems appropriate, to withdraw its

the consent of the governing bodies of the parties.

- e. Records, accounts, reports. The books and records of the Sponsoring Agency related to participation as a Sponsoring Agency shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16B.06, subd. 4.
- f. Severability. The provisions of this Agreement are deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

In Witness Whereof, the parties have executed this Agreement on the dates indicated below.

Minnesota Task Force Two Urban Search and Rescue Team
And

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Attorney: _____

Date: _____