Joint Powers Agreement
(JPA)

Northeast Minnesota Emergency Communications Board (ECB)

Submitted by:

Northeast Minnesota Regional Advisory Committee
with amendments/modifications through
November 29, 2018

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REGIONAL RADIO AGREEMENT
FOR
NORTHEAST MINNESOTA EMERGENCY COMMUNICATIONS BOARD

This Agreement is entered into this 29th day of November, 2018, by and between the following political subdivisions of the State of Minnesota, who are the founding members of the board:

Aitkin County
Aitkin County Courthouse
209 2nd Street
Aitkin, MN 56431

Carlton County
Carlton County Courthouse
301 Walnut Avenue
Carlton, MN 55718

Cass County
Cass County Courthouse
303 Minnesota Avenue West
PO Box 3000
Walker, MN 56484

Cook County
Cook County Courthouse
411 West 2nd Street
Grand Marais, MN 55604

Crow Wing County
Crow Wing County Courthouse
326 Laurel Street
Brainerd, MN 56401

Itasca County
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Kanabec County
Kanabec County Courthouse
18 North Vine, Suite 181
Mora, MN 55051

Koochiching County
Koochiching County Courthouse
715 4th Street
International Falls, MN 56649

Lake County
Lake County Courthouse
601 Third Avenue
Two Harbors, MN 55616

Pine County
Pine County Courthouse
635 Northridge Dr. NW
Suite 200
Pine City, MN 55063

St. Louis County
St. Louis County Courthouse
100 N. 5th Ave. West, Rm. 202
Duluth, MN 55802

City of Duluth
Duluth City Hall
411 West 1st Street
Duluth, MN 55802

City of Hibbing
Hibbing City Hall
401 East 21st Street
Hibbing, MN 55746

City of International Falls
International Falls City Hall
600 4th Street
International Falls, MN 56649

City of Virginia
Virginia City Hall
327 1st Street South
Virginia, MN 55792

Grand Portage Band of Chippewa
PO Box 428
Grand Portage MN 55605

Leech Lake Band of Ojibwe
190 Sailstar Dr NW
Cass Lake MN 56633

Mille Lacs Band of Ojibwe
43408 Oodena Dr
Onamia MN 56359

CONTACT NAMES LISTED ON APPENDIX A

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration herein contained, the parties to this Joint Power Agreement agree as follows:

APPENDIX A

Aitkin County Contact/Title:	Jessica Seibert, Aitkin County Administrator
Carlton County Contact/Title:	Paul Gassert, Carlton County Auditor,
Cass County Contact/Title:	Josh Stevenson, Cass County Administrator
Cook County Contact/Title:	Jeff Cadwell, Cook County Administrator
Crow Wing County Contact/Title:	Timothy Houle, Crow Wing County Administrator
Itasca County Contact/Title:	Brett Skyles, Itasca County Administrator
Kanabec County Contact/Title:	Jerry Tvedt, Kanabec County Coordinator
Koochiching County Contact/Title	Jenny Herman, Koochiching Admin Director
Lake County Contact/Title:	Laurel Buchanan, Lake County Clerk
Pine County Contact/Title:	David Minke, Pine County Coordinator
St. Louis County Contact/Title:	Kevin Z. Gray, St. Louis County Administrator
City of Duluth Contact/Title:	Noah Schuchman, Chief Administrative Officer
City of Hibbing Contact/Title:	Tom Dicklich, City Administrator
City of International Falls/Title:	Kenneth Anderson, City Administrator
City of Virginia/Title:	Pamela LaBine, Virginia Deputy City Clerk
Grand Portage Band of Chippewa /Title:	Norman Deschampe, Tribal Chairman
Leech Lake Band of Ojibwe/Title:	Kenneth Washington, Tribal Chief/Police Chief
Mille Lacs Band of Ojibwe/Title:	Sara Rice, Police Chief

ARTICLE I - AUTHORITY, PURPOSE, AND DUTIES

Section 1. Authority. This Agreement is entered into by the parties to this agreement pursuant to the authority conferred upon the parties by Minnesota Statutes 471.59 and 403.39.

Section 2. Purpose.

The parties to this Agreement wish to formulate a regional emergency services board to provide for regional administration of emergency services related functions including:

A. Establishing an emergency communications board pursuant to Section 403.39 to implement, maintain and operate regional and local improvements and enhancements to the statewide, shared, trunked radio and communication system provided for in Section 403.36 to enhance and improve interoperable public safety communications. With that objective in mind, the Parties to this Agreement wish to collectively prepare and administer a plan which provides for the installation, operation and maintenance of local and regional enhancements to the Statewide Public Safety Radio and Communication System known as Allied Radio Matrix for Emergency Response (hereinafter ARMER).

B. To the extent permitted by law, encourage the development of new resources and coordination of regional and sub-regional emergency services to efficiently and cost effectively respond to emergency situations and provide a high level of public safety throughout the region.

C. Provide a governance structure for the operation and administration of shared emergency response services on both a regional and sub-regional basis that will enhance, improve and provide for efficient and cost effective delivery of public safety services throughout the region.

D. Coordinate Emergency Management activities, consistent with the Minnesota Emergency management Act of 1996, Minnesota Statute Chapter 12, between and among local units of government within HSEM Region 2.

This Agreement may be utilized to provide joint purchase of equipment or services. Joint purchase may occur when it is determined that such purchases are in the best interests of the Parties to this Agreement or when other advantages might be achieved by joint purchases.

Section 3. Duties of the Parties to this Agreement.

Subd. 1. Emergency Communications Board. When acting in its capacity as a Regional Emergency Communications Board the Board shall have the responsibility for the planning, financing, development, design, construction, operation, management, control and administration of the regional enhancement to the statewide public safety radio and communications system (ARMER) in accordance with the Statewide Public Safety Radio Plan and the technical and operational standards of the Statewide Radio Board.

Subd. 2. Local Enhancements and Improvements. When acting in its capacity as a Regional Emergency Communications Board the Board shall coordinate all local enhancements to the statewide public safety radio and communications system (ARMER) for jurisdictions and entities located within the region. All local enhancements and improvements must be consistent with local plans approved by the Emergency Communications Board, sub-regional and regional plans authorized and approved by the Emergency Communications Board and the Statewide Public Safety Radio Plan adopted by the Statewide Radio Board pursuant to statute. Improvements and enhancements are defined in the State Plan adopted by the Statewide Radio Board.

Subd. 3. Emergency Management Services. When acting in its capacity as an emergency management board the Board shall coordinate planning, training, and the purchase and use of equipment in order to ensure the most effective response to emergencies and disasters, both natural and other, within HSEM Region 2.

Subd. 4. Individual Duties. Each party to this Agreement shall establish such policies and take such steps as may be necessary to ensure the integrity and continued operation of this Board and to implement this Agreement and all requirements herein contained.

ARTICLE II – EMERGENCY COMMUNICATIONS BOARD

Section 1. Creation and Powers.

Subd. 1. Creation. There is hereby created a regional emergency services board that shall be known as "The Northeast Minnesota Emergency Communications Board", hereinafter, the "Board". The Board shall have such powers as are provided by Minnesota Statutes 403.39, 471.59, Chapter 12 and this Agreement, including all powers necessary to plan, implement, maintain and operate regional and local improvements and enhancements to the Statewide Public Safety Radio and Communication System (ARMER) for the Northeast Minnesota ARMER region of development as determined by the Statewide Radio Board and identified in the State Plan as adopted by the Statewide Radio Board and provided by Minnesota Statute 403.39.

Subd. 2. Powers. The Board shall have the power to contract with counties, cities, tribal entities and non-governmental organizations that have built local sub-systems for the maintenance and operation of those systems. Counties, cities, tribal entities and non-governmental organizations that have built local sub-systems are not required to contract with the Board but may choose to manage, maintain and operate their own local sub-system. The Board shall have the responsibility to establish interoperability standards, policies and procedures that govern how local and regional sub-systems inter-operate. The Board shall not have the power or authority to establish standards, policies and procedures for the operation of local sub-systems except in those specific areas governing interoperability with regional systems except as provided by Agreement with local sub-system owners and operators.

Subd. 3. Additional Powers. In addition to the powers enumerated in Minnesota Statute Section 471.59, the Board shall have the following powers:

- The power to apply for and hold licenses for public safety frequencies to be used in regional and local improvements.
- The power to adopt regional performance and technical standards that do not interfere with the backbone or interoperability infrastructure administered by the Statewide Radio Board and subject to review of the Statewide Radio Board.
- The power to enter into any contract or memorandum of understanding (MOU) necessary to carry out its responsibilities.
- The power to acquire by purchase, lease, gift or grant, property, both real and personal, and interests in property necessary for the accomplishment of its purpose and to sell or otherwise dispose of property it no longer requires.
- The power to contract with the State of Minnesota, through the commissioner of transportation, for construction, ownership, operation, and maintenance of regional or local improvements to the statewide public safety radio and communication system.
- The power to apply for grants on behalf of one or more parties to this agreement consistent with the purpose of the Board.

- The power to determine sub-regions within the region where enhancements to the backbone (coverage or capacity) provide substantial benefit to more than one political sub-division or entity within that sub-region.
- The power to provide for user fees in contracts with system users and to assess user fees upon system users within the region for capital and operational costs for regional and sub-regional enhancements and for administrative costs of the Board in accordance with any Agreements with system users.
- The Board may exercise other powers granted by the legislature to emergency communications boards and to counties and cities under Minnesota Statutes, Chapter 403, or any other law related to emergency services systems.

Section 2. Membership, Appointment, and Term.

Subd. 1. Requirements for Participation. Participation in the Board is restricted to counties, cities and federally recognized Indian tribes that meet the following minimum requirements:

1. A County within or immediately adjacent to the Northeast Minnesota HSEM Region 2 that has committed to participation in regional communications planning activities and planned, authorized, developed or implemented a local sub-system or integration of dispatch facilities into a cooperative communications system.

2. A City within or immediately adjacent to the Northeast Minnesota HSEM Region 2 that has committed to participation in regional communications planning activities and has planned, authorized, developed or implemented a local sub-system.

3. A Tribal Government located wholly or partially within the Northeast HSEM Region 2 that has committed to participation in regional communications planning activities and has planned, authorized, developed or implemented a local sub-system or provided equipment and services intended to provide interoperability with other parties to this Agreement.

Subd. 2. Application for Participation. The Board will establish policies and procedures for application for participation in the Board.

Any County, City or Tribal entity meeting the requirements and criteria for participation may request participation in the Board in accordance with policies and procedures established by the Board.

Subd. 3. Initial Participants. Initial participants include Aitkin, Carlton, Cass, Cook, Crow Wing, Itasca, Kanabec, Koochiching, Lake, Pine, and St. Louis counties and the cities of Duluth, Hibbing, International Falls and Virginia. Each of these agencies is deemed to meet the minimum requirements for participation in the Board.

Subd. 4. Membership. The members of the Board shall be:

- One County Commissioner from each county party to the Agreement.
- One City Council member from each city party to the Agreement.
- One representative appointed by the Tribal Council from each tribal entity party to the Agreement.

Subd. 5. Appointment - Members Representing Counties and Cities. The members representing counties and cities shall be appointed by their respective governing bodies from the membership of that governing body. A successor must be appointed no later than sixty (60) days following the date a member is no longer an elected official.

Subd. 6. Term - Members Representing Counties and Cities. The term shall be for one year and until a successor is duly appointed; however, a member so appointed shall serve at the pleasure of that member's appointing governing body. There shall be no limit on the number of terms a member may serve.

Subd. 7. Appointment and Term – Members Representing Tribal Entities. The members representing tribal entities shall be appointed by their respective governing bodies. A successor must be appointed no later than sixty (60) days following the date a member is removed by the tribal entity. The term shall be for one year and until a successor is duly appointed; however, a member so appointed shall serve at the pleasure of that member's appointing governing body. There shall be no limit on the number of terms a member may serve.

Subd. 8. Alternates - Members Representing Counties, ~~and~~ Cities and Tribal Entities. Each appointing authority may designate an alternate who shall be authorized to act in the absence of the member.

Subd. 9. Other Members of the Board. In addition to those members previously defined the following shall also be voting members of the board:

- A member of the Northeast Minnesota Regional Advisory Committee.
- A member of the Northeast Minnesota Regional Radio System User Committee.
- A member of the Northeast Minnesota Owners and Operators Committee.
- A member of the Northeast Minnesota Emergency Management Advisory Committee.

Subd. 10. Selection, Term, and Alternates - Other Members of the Board. The member of each of the committees designated to serve as members of the Board shall be selected by majority vote of the entire committee membership on an annual basis. There shall be no limit on the number of terms a committee member may serve on the board. Each of these committees shall select by majority vote, an alternate who shall be authorized to act in the absence of the member of the board. Committee members elected

to serve as Board members and alternates shall serve a term of one year and until a successor is duly elected. If an individual elected to serve as a Board member or alternate ceases to be a member of the committee by resignation or action of the appointing authority or any other cause, the committee shall meet within sixty (60) days of notification of change and select, by majority vote, a replacement.

Subd. 11. User Committee Board Advisors. In addition to the positions defined herein the Board may authorize the Northeast Minnesota Regional Radio System User Committee to appoint not more than two additional representatives to advise the Board. Not more than one shall be a representative of a law enforcement agency and not more than one shall be a representative of a fire service or EMS agency. Any representative so appointed shall have the right to participate in discussion or debate and advise the Board on matters relative to pending issues but shall not be empowered to initiate any issue or matter or have a vote on any issue or matter before the Board.

Subd. 12. Modification to Board Composition. Modification of the composition of the Board subsequent to its initial creation shall only be through the process established for the amendment of this Agreement.

Section 3. Officers, Meetings, Quorum, Rules, Notices, and Open Meeting.

Subd. 1. Officers of the Board. The officers of the Board shall be a Chairperson and a Vice-Chairperson and such other positions as the board shall create. All officers shall be board members except as otherwise provided herein.

The Board shall select a Chairperson and Vice-Chairperson at its first meeting. The Board shall appoint a recording secretary and make provision for the proper compilation and promulgation of meeting minutes, notices and communications. The Board shall select such other officers as it deems appropriate. All officers so selected shall serve until the next regular annual meeting.

The Board shall select a Chairperson, Vice-Chairperson, recording secretary and other officers at the annual meeting.

The recording secretary is not required to be a member of the Board. If the Board selects a non-Board member as recording secretary that person will not be a voting member of the Board but will serve solely as a recording secretary without right of participation in decisions or actions or matters before the Board.

Subd. 2. Meetings. The initial meeting of the Board shall be at a time and place designated by agreement of the parties following approval of the Agreement by a majority of the initial governing bodies.

The Board shall meet at least annually, not later than June 30th of each year to review the operation, management, control and administration of radio and communications systems in its charge and approve the budget for the following year.

The Board shall establish a schedule of meeting dates appropriate to the workload. The Board shall provide a process for special meetings to be convened at the call of the Chairperson of the Board or in writing by a majority of Board members.

The Board shall designate a location for all meetings of the Board.

Subd. 3. Quorum and Approval of Action. A quorum for the transaction of business of the Board shall be a majority of the members (or designated alternate in the absence of the member) of the Board. Any motion or resolution of the Board must be approved by a majority of those members (or designated alternate in the absence of the member) in attendance at the meeting unless a greater number is required by law or other rules or policies adopted by the Board.

Subd. 4. Rules of Order. The conduct of all meetings shall be governed by rules, policies and/or procedures adopted by the Board.

Subd. 5. Notices. Public notice of all meetings of the Board shall be provided in the manner required by Minnesota Statutes.

Subd. 6. Open Meetings. All meetings of the Board shall be subject to the Open Meeting Law and shall be open to the public as required by law.

ARTICLE III - COMMITTEES

Section 1. Regional Advisory Committee. The Political Subdivision (Herein after "the Appointing Authority") of each party to this Agreement shall appoint one staff person with specialized technical, operational or administrative skills and responsibilities to represent that agency on the Regional Advisory Committee. The initial membership shall be the existing Regional Advisory Committee formed to develop a regional plan and recommend the creation of an Emergency Communications Board. The Emergency Communications Board may designate representatives of Non-Governmental Organizations (hereinafter NGO's) and tribal entities not members of the Board with specialized technical, operational or administrative skills and responsibilities to serve as voting members of the Regional Advisory Committee. The members of the Regional Advisory Committee will serve until replaced by the appointing authority. The Regional Advisory Committee shall establish by-laws and procedures for its operation. All such by-laws and procedures shall be ratified by the Board prior to taking effect. The Regional Advisory Committee shall designate, by majority vote, a member to serve as a voting member of the Board and an alternate. Such selection shall be on an annual basis. The Regional Advisory Committee shall be required to:

- To review all recommendations to the Board from all other committees regarding policies and procedures prior to Board action.
- To provide technical recommendations to the Board on matters affecting technology and system planning and development.
- To develop and recommend administrative procedures for the Board.
- To recommend an annual budget for the Northeast Minnesota Emergency Communications Board.
- Such other duties as may be defined by the Board.

Section 2. Regional Radio System User Committee. The Appointing Authority of each party to this Agreement shall appoint at least one (1) and not more than five (5) representatives to the Regional Radio System User Committee. These representatives should be members of law enforcement, fire service, EMS providers, emergency services staff and other groups or disciplines providing a representative committee of the users of the radio systems. The parties to this Agreement are strongly urged to cooperate to ensure a balanced committee with ample representation of the entire user community. The members of the Regional Radio System User Committee will serve until replaced by the appointing authority. The Regional Radio System User Committee shall establish by-laws and procedures for its operation. All such by-laws and procedures shall be ratified by the Board prior to taking effect. The Regional Radio System User Committee shall designate, by majority vote, a member to serve as a voting member of the Board and an alternate. Such selection shall be on an annual basis. The Regional Radio System User Committee shall have the following responsibilities:

- To recommend to the Regional Advisory Committee such policies and procedures as may be required or necessary for consistent, reliable quality radio interoperability throughout the region.
- To recommend to the Regional Advisory Committee such policies and procedures as may be required or necessary for integration of local and regional sub-systems into the ARMER system.
- At the direction of the Board and with the cooperation of the Regional Advisory Committee recommend the establishment of minimum training standards for system users, including refresher training.
- At the direction of the Board and with the cooperation of the Regional Advisory Committee recommend the establishment of minimum requirements for training service providers including employees of agencies trained to provide training services.
- At the direction of the Board and with the cooperation of the Regional Advisory Committee recommend the establishment of minimum equipment specifications for mobile and portable devices authorized for use on regional and local sub-systems.
- At the direction of the Board select not more than two representatives to serve as advisors to the Board regarding issues of concern to the user community. Not more than one shall be a representative of a law enforcement agency and not more than one shall be a representative of a fire service or EMS agency. Any representative so appointed shall have the right to participate in discussion or debate and advise the Board on matters relative to pending issues but shall not be empowered to initiate any issue or matter or have a vote on any issue or matter before the Board.
- Such other duties and responsibilities as are assigned by the Board.

Section 3. Owners and Operators Committee. The Appointing Authority of each party to this Agreement that also owns and operates a local sub-system shall appoint a representative experienced in the management and operation of the local sub-system to serve on the Owners and Operators Committee. The members of the Owners and Operators Committee will serve until replaced by the appointing authority. The Owners and Operators Committee shall establish by-laws and procedures for its operation. All such by-laws and procedures shall be ratified by the Board prior to taking effect. The Owners and Operators Committee shall designate, by majority vote, a member to serve as a voting member of the Board and an alternate. Such selection shall be on an annual basis.

Section 4. Emergency Management Advisory Committee. The appointing Authority of each party to this Agreement shall appoint one staff person with specialized skills in the provision of Emergency Management Services focusing on policy, management and administration to serve as a voting member of the Emergency Management Advisory Committee. Alternates may also be appointed to act in the absence of the designated representative. The members of the Advisory Committee will serve until replaced by the appointing authority. The Advisory Committee shall establish

by-laws and procedures for its operation. All such by-laws and procedures shall be ratified by the Board prior to taking effect. The Advisory Committee may designate and appoint sub-committees and work groups as required to accomplish its purpose. The Emergency Management Advisory Committee shall designate, by majority vote, a member to serve as a voting member of the Board and an alternate. Such selection shall be on an annual basis. The Emergency Management Advisory Committee shall have the following responsibilities and duties:

- To recommend to the Board such policies and procedures as may be required or necessary for consistent, reliable and coordinated quality emergency management services throughout the region.
- To recommend to the Board such policies and procedures as may be required or necessary for the efficient and effective management of grants and funding to improve emergency preparedness and public safety throughout the region.
- To develop recommendations to the Board for regional grant applications to improve emergency preparedness and public safety throughout the region.
- To develop recommendations to the Board for regional planning in order to better respond to emergencies and natural and other disasters within HSEM Region 2.
- To develop recommendations to the Board for regional training in order to better respond to emergencies and natural and other disasters within HSEM Region 2.
- To develop recommendations to the Board for the purchase and use of equipment and services in order to better respond to emergencies and natural and other disasters within HSEM Region 2.
- To develop recommendations to the Board for additional or alternative programs and services to enhance and improve emergency preparedness and public safety throughout HSEM Region 2.
- Such other duties and responsibilities as directed by the Board and consistent with appropriate principals, duties and obligations of effective Emergency Management.

Section 5. Other Committees. The Board shall create such other committees and advisory bodies as it deems appropriate to its purpose. The Board should endeavor to appoint an existing Board member to chair each committee or advisory body whenever compatible with the purpose of the committee or advisory body. If the Board does not appoint an existing Board member to chair the committee or advisory body so created the chair of the newly created committee or advisory body shall not be a member of the board by virtue of appointment to the committee or advisory body. Membership on committees or advisory bodies is not limited to existing Board members. The Board shall have sole discretion in the appointment or process of appointment for committees or advisory bodies so created.

ARTICLE IV - ADMINISTRATION

Section 1. Administrative Services. The Board shall establish policies and procedures for the administration of the affairs of the Board.

Administrative services shall be provided under the direction and control of the Board. These services shall include, but are not limited to, financial, legal and general administration. The Board shall provide a policy for the reimbursement of all administrative costs incurred.

Section 2. Employees. The Board shall have the authority to hire and retain such employees as are deemed necessary by the Board. Such authority is limited by the budget approval process herein provided.

Section 3. Employees of Parties to the Agreement. Employees of the Parties to this Agreement shall not be considered employees of the Board for any purpose including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation or reemployment insurance; retirement benefits; social security; liability insurance; maintenance of personnel records and termination of employment.

Section 4. Joint Purchasing. The Parties to this Agreement may purchase or sell equipment, materials, supplies and fixtures under a joint arrangement or bidding process.

Section 5. Inventory. The Board shall maintain in its records an inventory of all real and personal property.

Section 6. Contracts and Bidding. Contracts shall be let and lease, purchases, rental and sales of equipment and supplies, professional or other services for regional and sub-regional enhancements and improvements to the backbone shall be made by the Board in accordance with the legal requirements applicable to the Parties to this Agreement.

ARTICLE V - FINANCES

Section 1. Budget. The Board shall adopt a budget annually. The budget shall provide for the following three categories:

Subd. 1. Administrative Expenses. The Administrative Expense category shall account for all expenses associated with the administration of the Board.

Subd. 2. Operational Expenses. The Operational Expense category shall account for all expenses associated with the continued maintenance and operation of enhancements to the basic communication and interoperability infrastructure. Where operational expenses can be associated with a single political subdivision or entity or to a sub-region of the region, those operational expenses shall be accounted for separately.

Subd. 3. Capital Expenses. The Capital Expense category shall account for all expenses associated with the initial acquisition of equipment related to providing enhancements to the basic communication or interoperability infrastructure. Where capital expenses are related to a single political subdivision or entity or to a sub-region of the region, those capital expenses shall be accounted for separately.

Section 2. Budget Process. The Board shall adopt a proposed budget on or before June 1st of each year. In developing and adopting its annual budget the following rules shall be applied:

Subd.1. Individual Costs.

- Capital costs for local enhancements which only benefit one political subdivision or entity must be approved by that political subdivision or entity before inclusion in the budget.
- Operational costs associated with local enhancements which only benefit one political subdivision or entity, are the responsibility of that political subdivision or entity.

Subd. 2. Sub-Regional Costs.

- Capital costs for local enhancements benefiting more than one political subdivision or entity should be allocated in a fair and equitable manner to the sub-region which will benefit from the enhancement. All political subdivisions proposed for participation in sub-regional enhancement costs must approve the capital expense before it can be included in the budget.
- Operational costs associated with sub-regional enhancements are the responsibility of users within that sub-region and should be allocated in a fair and equitable manner reflective of the extent of participation and use of services.

Subd. 3. Regional Costs.

- Capital costs for enhancements that benefit the region should be allocated in a fair and equitable manner to all users within the region. All political subdivisions proposed for participation in regional enhancement costs must approve the capital expense before it can be included in the budget.
- Operational costs associated with regional enhancements are the responsibility of all users within the region and should be allocated in a fair and equitable manner reflective of the extent of participation and use of services.

Subd. 4. Administrative Costs. The parties to this Agreement shall contribute each year to a General Fund. The manner of the distribution of the administrative costs between the parties shall be determined by the Board to provide a fair and equitable distribution reflective of the extent of participation and use of services. All funds shall be expended in a manner determined by the Board, and shall be consistent with applicable laws.

Section 3. Budget Adoption Process & Objection to Budget/Financial Contribution.

Subd. 1. Budget Adoption. On or before June 1st of each year, the Board shall, by approval of a majority of all members of the Board, adopt a proposed budget for the ensuing year. The budget shall include the total amount necessary for administrative expenses, operational expenses and capital expenses. The Board shall certify the budget on or before June 30th to the governing bodies of the Parties to this Agreement, together with a statement of the proportion of the budget to be contributed by each party. By July 15th of each year the Parties to this Agreement shall approve or object to the proposed budget and the parties' financial contribution and give notice of its action to the Board. The budget shall be deemed approved in the absence of action by August 1st. Final action adopting a budget for the ensuing calendar year shall be taken by the Board on or before August 15th of each year.

Subd. 2. Objection to Budget/Financial Contribution. Any Party to this Agreement objecting to their financial contribution shall meet with the Board and attempt to resolve any differences. If this effort is unsuccessful any party which has objected to its financial contribution may withdraw from this Agreement as provided herein.

Subd. 3. Payment of Contribution. Each party to this Agreement shall be invoiced for required contributions in a manner determined by the Board and within the budget year of the required contribution. The contribution of each party to this Agreement shall be paid not later than 30 days following receipt of invoice.

Section 4. Expenditure of Funds. All funds shall be expended in a manner determined by the Board, but the method of disbursement shall agree with the method provided by law for disbursement of funds by the Parties to this Agreement.

ARTICLE VI - NOTICES, BREACH, WITHDRAWAL, AND TERMINATION

Section 1. Notices. All notices required or permitted to be given by any party to this Agreement shall be in writing and shall be sent by first class mail to the administrative offices of the other parties. A notice shall be timely if postmarked on the day it is due. In the case of a notice requiring action by the governing body of a party to the Agreement, the response shall include a certified copy of the resolution, motion or minutes of the governing body.

Section 2. Breach of Agreement. If any party breaches this Agreement and is given written notice of the breach and the nature thereof, the breaching party shall have thirty (30) days in which to cure the breach. Additional costs incurred by the parties to this Agreement resulting from the breach shall be the responsibility of the breaching party.

Section 3. Withdrawal from Agreement. Any party may withdraw from this Agreement by resolution adopted by a majority vote of the full membership of its governing body and by formal written notice to all the parties to this Agreement and the Board. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal shall only be permitted as specified in this section.

Subd. 1. Withdrawal Limitations. No withdrawal shall be permitted until the withdrawing party has made provision for the full repayment of any obligations issued to finance or refund the financing of any portion of the system for which the withdrawing party has responsibility and previously approved as provided in Article 5, Section 3, subdivision 2 of this Agreement.

Subd. 2. Withdrawal Notification Period. After the December 31st following repayment in full of any obligations issued to finance or refund the financing of any approved portion of the system, withdrawal shall only be permitted if the notice required pursuant to this section is given at least one year in advance of the withdrawal, but no later than December 31st of the year prior to the intended withdrawal, i.e. notice by December 31, 2019 for withdrawal on December 31, 2020. The withdrawal shall not affect the continuing liability of the withdrawing party for continuing obligations incurred that had the approval of the party prior to the notice of withdrawal, including lease-purchase or installment purchase obligations. To the extent permitted by law, the withdrawing party shall also be obligated for continuing obligations of the Board directly related to the services or activities of the Board which are caused by the withdrawal.

Subd. 3. Distribution of Property on Withdrawal. A withdrawing party shall not be eligible for the distribution of any property or assets at the time of withdrawal except as otherwise specifically provided in this Agreement.

Section 4. Termination. This Agreement may be terminated by the adoption of resolutions approving such termination by 75% of the governing bodies of the parties to this Agreement. To the extent permitted by law the termination shall not affect the continuing liability of the parties to the Agreement for indebtedness incurred prior to the termination, or for other continuing obligations.

Section 5. Distribution of Property and Termination. All property, assets and funds of the Board shall be distributed to the parties to this Agreement upon termination in direct proportion to their participation and contribution. Sub-system resources owned and operated directly by the Board serving more than a single city, county or tribal entity party to this Agreement shall be distributed in a manner most likely to provide for the continued operation and maintenance of the resource. The Board shall encourage and foster the joint operation of resources intended to provide sub-system services for multiple agencies upon its termination.

Upon the termination of the Board as herein provided any city, county or tribal entity that has withdrawn from this Agreement prior to termination shall share in the distribution of property, assets and funds of the Board only to the extent they shared in the original expense.

ARTICLE VII - AMENDMENTS TO THE AGREEMENT

Section 1. Proposal and Notification.

Subd. 1. Proposal. Amendments to this Agreement may be proposed by any party to the Agreement.

Subd. 2. Notification. Notice of the proposed amendments shall be sent by the initiating party or parties to the Board and all parties to the Agreement.

Section 2. Approval and Adoption.

Subd. 1. Approval. Amendments to this Agreement shall be reviewed by the Board and then submitted with comment and recommendation for consideration by the governing body of each party to the Agreement. Adoption of an amendment to this Agreement must be approved by resolution of each governing body party to this Agreement before it shall become effective.

Subd. 2. Signatures Required. An amendment shall require the proper signatures of each party to this Agreement and shall become an addendum to this Agreement.

ARTICLE VIII - DURATION, INTERPRETATION, AND SAVINGS CLAUSE

Section 1. Duration. This Agreement shall be perpetual in duration unless terminated pursuant to the provisions hereto, or any state law terminating the Agreement.

Section 2. Interpretation. The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

Section 3. Savings Clause. Should any provision of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the parties to this Agreement shall meet for the purpose of arriving at an Agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by the governing body of the Parties to this Agreement by resolutions adopted in the manner specified for the adoption of amendments.

ARTICLE IX - INDEMNIFICATION WAIVER OF SUIT

Section 1. Indemnification and Hold Harmless. The Northeast Minnesota Emergency Communications Board shall fully defend, indemnify and hold harmless the participants against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of its employees participating in the Northeast Minnesota Emergency Communications Board. This agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota State Statutes, Chapter 466, or other applicable law.

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

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

The Board shall acquire liability insurance.

This section shall survive termination of this Agreement or a party's withdrawal from the Agreement.

ARTICLE X - EXECUTION

All parties need not sign the same copy. Each Party hereto has read, agreed to, and executed this Agreement on the date indicated.

In Witness Whereof, the officers indicated below of the Parties to this Agreement have signed this Agreement by authority of their respective governing bodies. (See the following signature pages.)

Resolution Number _____

A RESOLUTION APPROVING MODIFICATIONS TO THE JOINT POWERS AGREEMENT FORMING THE NORTHEAST EMERGENCY COMMUNICATIONS BOARD

WHEREAS, Crow Wing County is a participating member of the Northeast Emergency Communications Board, a Joint Powers Entity formed pursuant to Minnesota Statutes 403.39 and 471.59; and

WHEREAS, a Joint Powers Agreement creating the Northeast Emergency Communications Board was approved by the eleven counties and four cities comprising the Board, including Crow Wing County; and

WHEREAS, the current Joint Powers Agreement provides for membership by counties and cities within HSEM Region 2; and

WHEREAS, the Minnesota Legislature has amended Minnesota Statute 471.59 to provide authority for federally recognized Indian tribes to participate in Joint Powers Agreements; and

WHEREAS, compliance with this amendment to Minnesota Statute requires modification of the existing Joint Powers Agreement; and

WHEREAS, the Northeast Emergency Communications Board recommends modification of the Joint Powers Agreement governing the Northeast Emergency Communications Board to provide for the authority for federally recognized Indian tribes meeting the same requirements as counties and cities within HSEM Region 2 to participate in the Northeast Emergency Communications Board; and

WHEREAS, the Northeast Emergency Communications Board further recommends modification of the Joint Powers Agreement to provide management and administration of regional Emergency Management functions by the Emergency Communications Board.

NOW THEREFORE, BE IT RESOLVED the Crow Wing County Board of Commissioners approves the modifications to the Joint Powers Agreement recommended by the Northeast Emergency Communications Board and attached hereto.

READ AND PASSED this_____day of_____, 2010.

By:_____ Date: _____

I hereby certify that Resolution_____is true and correct and duly adopted by the Crow Wing County Board of Commissioners.

By:_____ Date: _____

Joint Powers Agreement
(JPA)

Signature Page

Northeast Minnesota Emergency Communications Board (ECB)

CITY OF DULUTH

Chairperson Signature	Attorney Signature
Printed Name	Printed Name
Date	Date