

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF MENDOTA HEIGHTS
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Sheriff's Office, ("County") and the City of Mendota Heights, ("City"); and

WHEREAS, the County and City are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. PURPOSE. The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. SCOPE OF SERVICE: The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety.

3. TERM. This Agreement is effective January 1, 2023 and shall remain in effect through December 31, 2025, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.
4. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.
5. COMPENSATION.

5.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services in an amount for each calendar year as follows:

January 1, 2023 to December 31, 2023: \$43/hr. not to exceed \$6,149 (\$43 x 143 hours)
January 1, 2024 to December 31, 2024: \$44/hr. not to exceed \$6,292 (\$44 x 143 hours)
January 1, 2025 to December 31, 2025: \$45/hr. not to exceed \$6,435 (\$45 x 143 hours)

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

5.2 Time of Payment. The County shall invoice the City on a quarterly basis for hours of Emergency Management Services rendered during the previous quarter. Such invoicing shall continue until one of the following occurs:

- a. The completion of the Work Plan; or
- b. Expiration of the Term of the Agreement; or
- c. Early termination under the terms of the Agreement pursuant to Section 2 of this Agreement; or
- d. The City completes payment in full.

The City shall pay such invoices within thirty (30) days after their receipt.

5.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL.

9.1. Notices. The City or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

City of Mendota Heights
Kelly McCarthy- Chief of Police
1101 Victoria Curve
Mendota Heights, MN 55118
Telephone: 651-452-1366

To the County:

Jim Iliff
Emergency Preparedness Coordinator
1580 Highway 55
Hastings, MN 55033
Telephone: 651-438-4703

- 9.2. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- 9.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 9.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 9.5. Data Privacy. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same,

including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

- 9.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.
- 9.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.
- 9.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By _____
Dan Bianconi, Chief Deputy
Dakota County Sheriff's Office
1580 Highway 55
Hastings, MN 55033

Date of Signature: _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No.

CITY OF

Date of signature: _____

We represent and warrant that we are authorized by law to execute this Agreement and legally bind the City.

WORK PLAN, PROJECT DETAILS and TIME ESTIMATES FOR EACH
PROSPECTIVE CALENDAR YEAR DURING THE TERM OF THE AGREEMENT

1.	EOP	<u>Hours</u>
	○ Individual City meetings with EM	10
	○ Update of City Emergency Operations Plan (EOP)	20
	○ Update of City Continuity of Operations Plan (COOP)	40
	○ Meeting with EM to discuss gaps / update needs	10
	○ Meeting with each City to present updated EOP and COOP	10
	Estimated Hours	90
2.	Exercises	
	○ EOC or COOP Tabletop or Functional Exercise and Development	53
	Estimated Hours	53
Total Projected Total Estimated Hours for each Project Year		143 Hours

Unknowns and intangibles

Scheduling conflicts with City staff could delay processes.
Follow through by City staff with deliverables could delay processes.
Real Events/Disasters could delay processes.