
Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 9

11:00 a.m. Ann Traxler (10 min)

RE: Joint Powers Agreement

RE: Grant Expenditures

RE: Radio Estimate

Staff Contact:

**JOINT POWERS AGREEMENT
REGION ONE – SOUTHEAST MINNESOTA
HOMELAND SECURITY EMERGENCY MANAGEMENT**

1. **Name.** The parties hereby establish the Region One - Southeast Minnesota of Homeland Security and Emergency Management Organization (SERHSEM) which shall be governed by the Joint Powers Board pursuant to Minnesota Statutes Section 12.27 and 471.59.

2. **Parties.** The parties to this agreement shall consist of as many of the following entities that approve this agreement and execute a separate signature page to become parties:

County of Blue Earth	County of Nicollet
County of Dodge	County of Olmsted
County of Faribault	County of Rice
County of Fillmore	County of Steele
County of Freeborn	County of Wabasha
County of Goodhue	County of Waseca
County of Houston	County of Winona
County of Le Sueur	Prairie Island Indian Community
County of Mower	City of Rochester

New parties may be added following the creation of this organization by following these same steps.

3. **Purpose.** The purpose of this agreement is to provide for the joint exercise of the parties' powers requiring regional coordination to plan for the needs of the SERHSEM. The joint exercise of the parties' powers pursuant to this agreement is intended to supplement and complement but not supplant the parties' joint and individual powers of planning and coordination, costs incurred for regional planning, coordination of training and the purchase of equipment. The parties desire to establish a mechanism whereby they may jointly exercise powers common to each party on issues requiring regional coordination such as: (a) engaging in planning, training and/or the purchase and use of equipment in order to better respond to emergencies and natural or other disasters within the SERHSEM Region; and (b) allocating emergency services and staff in the event of an emergency or natural or other disaster within the SERHSEM Region.

4. **Representation and Governance.** Each party to this agreement is entitled to a representative at all Board meetings. Voting on items of interest (as outlined in paragraph 3) will be held at Board meetings, as outlined in the By-laws. Board members will perform governance functions, as outlined in the By-laws.

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4.1. Governing Board. The governing board formed pursuant to this Joint Powers Agreement shall be known as the Board.

4.1.1. Membership and Representation. The Board shall be constituted as follows: one (1) member designated by each party. Each party shall appoint one member and one alternate. Each party shall be responsible for appointing replacements as consistent with their administrative appointment policies.

4.1.2. Documentation. Resolutions or other documentation of designation shall be filed with the individual parties as well as with the Board.

4.1.3. Members not Employees. Members of the Board shall not be deemed to be employees of the Board and will not be compensated for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be an employee of the party who appointed the member.

4.1.4. Ex Officio Members. The Board may designate ex officio members to serve on the Board. Such members shall be non-voting, will not be counted for quorum purposes, will not be eligible to serve as an officer of the Board and are ineligible to attend any Board meeting closed pursuant to Minn. Stat. Ch. 13D.

4.1.5. Ad Hoc or Sub-committees. The SERHSEM may request as necessary party representatives to form ad hoc, sub-Board and/or oversight committees. The members of these ad hoc or sub-committees will be appointed by the Chair/Vice Chair of the Board to serve as a member of an ad hoc or sub-committee. Ad hoc or sub-committees will be used solely as advisory groups to the Board to determine action, votes or direction for the Board. Ad hoc or sub-committees may be asked to work with contractors in advisory roles for the Board.

4.1.6. Meetings. The Board shall comply with the requirements of Minn. Stat. Ch. 13D (Open Meeting Law). The Board shall have regular meetings at such times and places as the Board shall determine and shall give notice pursuant to Minn. Stat. section 13D.04, subd. 1. Special meetings may be held on reasonable notice by the Board pursuant to Minn. Stat. section 13D.04, subd. 2. Emergency meetings may be held and notice given pursuant to Minn. Stat. section 13D.04, subd. 3.

4.1.7. Quorum and Voting. A quorum shall consist of no less than 51% of members or alternates eligible to vote. No action may

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relating thereto, and in accordance with all applicable laws, rules and regulations relating to the acceptance of gifts or grants by the parties.

7.2.4. *Fiscal Agent.* The Board may contract with any of its parties, to act as fiscal agent, to provide any and all budgeting and accounting services necessary or convenient for the Board. The chief financial officer of the party so selected shall act as comptroller for the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board pursuant to Paragraph 7.2.1 above. The fiscal agent shall not advance pass through or expense reimbursement grant funds to any parties. The parties acknowledge that if grant terms require provision of documentation by the fiscal agent for any purpose including securing reimbursement from the grantor, the receiving party must provide the documentation to the fiscal agent on the schedule established by the fiscal agent so that sufficient processing time is available to pass the information through to the grantor. The fiscal agent will make reasonable efforts to gather and pass on required documentation, but staff absences or work load may delay this process. The fiscal agent will not be responsible for any interest or fees due to delayed pass through of funds which result from receiving party's failure to provide documentation on a timely basis. The fiscal agent will be not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by a receiving party for a grant unless agreed to in writing in advance by the fiscal agent.

7.2.5. *Legal Authority.* The Board may contract with any of its parties to serve as legal authority for the Board and act as advisor for contracts and grant matters for the Board

7.2.6. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.

8. Budgeting and Funding.

8.1. *Expenses, Dues, Accountability.* The parties understand and acknowledge that the activities and duties of the Board are to be funded first by grant monies from the federal government, state government or other associations and agencies. Dues may be assessed on new parties, or as outlined in the By-laws. All funds shall be accounted for according to generally accepted accounting principles. A report of all receipts and disbursements shall be forwarded to the parties monthly and on an annual basis.

8.2. *Federal and State Grant Funds Available to Parties.* The parties understand and acknowledge that federal and state grant funds have been and may continue to be made available for the purposes of improving and

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enhancing local government units' capabilities in responding to the occurrence of large-scale disasters or emergencies. The parties further understand and acknowledge that some such federal and state grant funds may be made available directly to county parties with the intention that the funds be expended for the benefit also of jurisdictions within the county. The Board will expend any such funds only in accordance with the terms of any applicable grant agreement, approved budget, laws and rules. This paragraph does not prohibit any party from unilaterally applying for, receiving and expending grant funds made available for the purposes identified in this paragraph.

9. Liability, Indemnification and Hold Harmless, and Insurance. This section shall survive termination of this agreement or a party's withdrawal from the agreement.

9.1. Applicability. The SERHSEM shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this agreement. The SERHSEM shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.

9.2. Indemnification and Hold Harmless. The SERHSEM shall fully defend, indemnify and hold harmless the parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the SERHSEM. This agreement to indemnify and hold harmless does not constitute a waiver by any party of limitations on liability provided under Minn. Stat. section 466.04.

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 Minn. Stat. section 471.59, subd. 1a(b). Pursuant to that statute, the parties to this agreement expressly decline responsibility for and are not liable for the acts or omissions of the other parties 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, subject to the sole exception set forth below.

Any party who receives grant dollars passed through by the fiscal agent, agrees to save and hold harmless the fiscal agent's party for any determinations by any granting authority that grant dollars used by or received by the party were used **for an illegal or unauthorized purpose** and **therefore** must be repaid to the State or Federal government granting

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authority. In that event, the party agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If the fiscal agent, solely in its own discretion, agrees to be an intermediary in any repayments for a party in this situation, that party agrees to cooperate fully with the fiscal agent and to not delay any necessary payments. The party agrees to reimburse the fiscal agent for any reasonable costs incurred by the fiscal agent related to assisting the party or caused by complying with the requests of the granting authority related to funds received by the party.

9.3. *Insurance.* The Board shall obtain such insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this agreement, distinct from insurance which may be provided by each party, and consistent with the risk exposure of the Board under the state tort liability limits found in Minn. Stat. Ch. 466.

9.4. *Property Insurance.* The Board must obtain insurance covering any property acquired by the Board which is not subsequently passed through to the parties.

10. **Term.** The Board shall be constituted and the term of this agreement shall commence upon approval and signature of a majority of the entities listed in Paragraph 2. The agreement shall be in effect only with respect to the parties who have approved and signed it.

11. **Withdrawal and Termination.**

11.1. *Withdrawal.* Any party may withdraw from this agreement upon ninety (90) days written notice to the other parties. Withdrawal by any party shall not terminate this agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any party prior to withdrawal. Such liability shall continue until discharged by law or agreement.

11.2. *Termination.* This agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of parties agree to terminate the agreement upon a date certain.

11.3. *Effect of Termination.* Termination shall not discharge any liability incurred by the Board or by the parties during the term of this agreement. Upon termination, property or surplus money held by the Board shall then be distributed to the parties in proportion to contributions of the parties.

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12. Miscellaneous.

12.1. Amendments. This agreement may be amended only in writing and upon the written consent of the governing bodies of all of the parties.

12.2. Review. The parties agree to review the terms of the agreement in January 2016 and every five (5) years thereafter.

12.3. Records, Accounts and Reports. The books and records of the Board shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. section 16C.05, subd. 5.

12.4. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Board Chair.

12.5. Merger. This agreement constitutes the entire agreement between the parties as to the matters addressed in this agreement. No waiver, consent, modification, or change of terms of this agreement shall bind any party unless in writing and signed by all parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement other than those contained in any bylaws which may be adopted by the Board intended to help carry out the terms of this agreement.

12.6. Waiver. The failure of any party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

12.7. Assignment. No party may assign its interest in this agreement.

12.8. Applicable law. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

12.9. Concurrence. By executing this agreement, the parties acknowledge that they: (a) enter into and execute this agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this agreement's terms and conditions, and to consult an attorney before signing this agreement; (c) have read this agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

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**JOINT POWERS AGREEMENT
REGION ONE – SOUTHEAST MINNESOTA
HOMELAND SECURITY EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Approved as to form(ADOPTED):

JURISDICTION OF _____

By: _____
Legal Authority

By: _____
Board/Council Chairperson

Date: _____

Date: _____

Attest: _____
City Clerk/County Auditor

Date: _____

01/13/2015

RE: Grant expenditures**McLaughlin, Patrick (DPS)** [patrick.mclaughlin@state.mn.us]**Sent:** Friday, March 06, 2015 2:08 PM**To:** Traxler, Ann

Ann

That is an allowable expenditure.

Patrick McLaughlin

651-201-7434

From: Traxler, Ann [mailto:atraxler@co.le-sueur.mn.us]**Sent:** Friday, March 06, 2015 1:40 PM**To:** McLaughlin, Patrick (DPS)**Cc:** Traxler, Ann**Subject:** Grant expenditures

Patrick,

Le Sueur County would like your permission to use the \$6,000.00 Ingestion Pathway Grant money for an Identisys RapidTag Unit. The cost of this unit with computer to exclusively run this unit is \$5,995.00. Please see attachment for quote.

This unit will allow Le Sueur County to quickly credential persons affected during an ingestion event. We currently have a team trained and a second team will be trained at the end of March to use this equipment and respond with a moments notice.


The RapidTag unit is portable and self contained. We can use it if we are called in for Mutual Aid with other Counties during their event or training.

Thank you for considering the RapidTag Unit to be purchased by Le Sueur County with Ingestion Pathway grant dollars.

Sincerely,

Ann M. Traxler

ANN M. TRAXLER**LE SUEUR COUNTY EMERGENCY MANAGEMENT DIRECTOR****88 S. PARK AVENUE****LE CENTER MN. 56057****507-380-0048**

	IdentiSys 7630 Commerce Way Eden Prairie, MN 55344 Phone: (651) 460-3402 Fax: (651) 305-8895	Quote #:
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Ann Traxler LeSueur County Emergency Management 136 S Cordova Av Le Center, MN 56057	Phone: (507) 380-0048 Fax: Email: atraxler@co.le-sueur.mn.us	Date: 3/3/2015 Rep.: Jennifer Gerster
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Qty	Item #	Name	Price	Total
1	A	Salamander RapidTAG Kit w laptop	\$5,995.00	\$5,995.00
			Sub Total	\$5,995.00
			Shipping & Handling	
			Taxes 0.000%	\$.00
			TOTAL	\$5,995.00

Comments:	Office Use Only:
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Payment Terms: Due upon receipt, tax (if applicable) and shipping not included.
 Quotation expires in 30 days.
 FOB Minneapolis, MN.
 Authorized Signature: _____

P.O. Number: _____ Date _____ Title _____

Skywarn Conflict and Radio Estimate

Joe Reinemann [jcr5301@gmail.com]

Sent: Wednesday, March 04, 2015 9:45 AM**To:** Traxler, Ann**Attachments:** Le Sueur Co EOC Radio Est~1.xlsx (5 KB)

Hello Ann -

As discussed, I have pulled together a cost estimate for installing an amateur radio station in the Le Sueur County EOC. This station would provide communications capability to local repeaters (Blue Earth, Nicollet, Sibley, Carver, Scott Counties, etc.) and be able to reach larger repeaters in the Twin Cities. It would also give the EOC the ability to participate or monitor Skywarn operations.

I have included one optional item - that is the "digital interface". This enables easy and connectivity between a computer and the radio so that digital forms (such as the ICS 213) and files can be transmitted via radio. This is the component we used during our recent demonstration of digital modes at the EOC a few weeks ago. My sense is that due to the speed and accuracy of digital modes, this will be the future of amateur radio emergency communications, however at this time, it is not essential for Skywarn or other voice-only radio networks. Nevertheless, if the opportunity is there, adding digital capability to the Le Sueur County EOC would be very advantageous, so I am including it in this estimate.

The estimate is as follows:

**Le Sueur Co. EOC Amateur Radio
Installation Cost Estimate – 03/04/2015**

Component	Details	Cost	Source
Radio	Yaesu FT-7900 VHF/UHF Dual Bander Transceiver	\$323.95	Ham Radio Outlet
Power Supply	Yaesu FP-1023A Switching Power Supply	\$144.95	Ham Radio Outlet
Feed Line	100 ft. LMR 400 50 Ohm coaxial cable	\$199.95	Ham Radio Outlet
Antenna	Comet GP-6 UHF/VHF vertical Antenna	\$149.95	Ham Radio Outlet
Tripod	Butternut RMK-II Roof Mounting Kit w/ Tripod	\$164.95	Ham Radio Outlet
Digital Interface	Signalink USB 6-pin Mini DIN	\$99.99	Ham Radio Outlet
Mast	EMT Conduit (1.5 inch)	\$10.79	Menard's
TOTAL		\$1,094.53	

I have sourced almost of this equipment through Ham Radio Outlet, a reputable mail-order dealer. If you require multiple bids or want to look at other providers, I can certainly do that. Please call or reply if you have any questions or require additional information.

Again, thank you for your interest in working with MN ARES and the amateur radio community. I look forward to attending your Skywarn training later today. Have a great day!

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<https://mail.co.le-sueur.mn.us/owa/?ae=Item&t=IPM.Note&id=R0AAAACXfidCI.mKvR5> 3/4/2015

Joe Reinemann, KØJCR
MN ARES South Central District Coordinator



38271 Timber Lane
St. Peter, MN 56082
(612) 360-5064
<mailto:k0jcr@arrl.net>