DOMESTIC PREPAREDNESS COMMITTEE

2025 JOINT POWERS AGREEMENT

The parties to this Joint Powers Agreement ("Agreement") are units of government responsible for response to large-scale disasters or emergencies in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes § 471.59. This Agreement amends and supersedes the FIRST AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE DAKOTA COUNTY DOMESTIC PREPAREDNESS COMMITTEE, 2016 JOINT POWERS AGREEMENT, and shall become effective only upon the approval and execution hereof by duly authorized officers of all parties.

NOW, THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. Name. The Parties hereby establish the Dakota County Domestic Preparedness Committee. ("Committee").

2. Parties. The Parties to this Agreement shall consist of the following entities:

   City of Apple Valley
   City of Burnsville
   City of Eagan
   City of Farmington
   City of Hastings
   City of Inver Grove Heights
   City of Lakeville
   City of Mendota Heights
   City of Rosemount
   City of South St. Paul
   City of West St. Paul
   County of Dakota

3. Purpose. The purpose of this Agreement is to provide for the joint exercise, of the Parties' powers to plan for and to respond to the need of first responders for special response operations caused by the occurrence of Large-Scale Disasters or Emergencies, as defined in paragraph 10.2, both within Dakota County and to other jurisdictions external to Dakota County by providing assistance as requested pursuant to Minnesota Statutes Chapter 12. 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 to plan for and respond to the occurrence of other emergency or unforeseen events occurring within Dakota County, as provided in the Parties' respective emergency operations plans and similar plans.

4. Governance.

4.1 Governing Board. The governing board formed pursuant to this Agreement shall be known as the Dakota County Domestic Preparedness Committee Board ("Board"). The Board shall be constituted as follows:

4.1.1 Voting Board Members.

One member and one alternate member appointed by each entity that is a Party to this Agreement listed in paragraph 2. Voting will be allocated as provided in paragraph 5.7.

4.1.2 Non-Voting Board Members.

All additional members, and other entities under contract shall be non-voting members of the Board and shall not be counted for quorum purposes.

- Representative of Dakota County Emergency Management.
- Representative of Dakota County City Managers / Administrators.
- Representative of Dakota County Emergency Medical Services Council.
- Representative of the Dakota County Special Operations Team.
- Representative of Dakota County Public Health.
- Representative of the Dakota County Attorney.
- Representative of Public Works Directors / Superintendents within Dakota County.
- Representative of Dakota 911.
- Representative of each entity that has entered into a contract pursuant to paragraph 8.2.1.

4.2 Documentation. Resolutions or other documentation of appointments shall be filed with Dakota County Emergency Management Division.

4.3 Members not Employees. Members of the Board or Committee shall not be deemed to be employees of the Committee and will not be compensated by the Committee for serving on the Committee.

4.4 Terms; Vacancies. Members shall serve at the pleasure of the appointing Party and may be removed only by the appointing Party. Vacancies may be filled only by the appointing Party. Incumbent members serve until a successor has been appointed.

5 Meetings and Elected Officers.

5.1 In January of each year, the Board shall elect from its members a chair, vice-chair, and secretary to conduct its meetings and affairs. Officers shall serve for a term of one (1) year or until the officer ceases to be a board member, whichever is shorter. In the event of a vacancy mid-term, an appointment to fill the vacancy will be made during the next regular meeting of the Board.

5.2 Chair. The Chair shall preside over all meetings of the Board and shall perform other duties and functions as determined by the Board.

5.3 Vice Chair. The Vice-Chair shall preside over and act for the Board during the absence of the Chair.

5.4 Secretary. The Secretary shall assist the Chair in overseeing the keeping of the record of all proceedings of the Committee's actions.

5.5 Treasurer. A representative of Dakota County Emergency Management shall serve as Treasurer for the Committee. The Treasurer shall assist the Chair in overseeing the Committee's budget and finances.

5.6 Meetings. The Board shall schedule regular meetings at such times and places as the Board shall determine. No action may be taken unless a quorum is present. The presence of a majority of the Voting Members of the Board shall constitute a quorum. All meetings are subject to the Minnesota Open Meeting Law, Board Officers will be responsible for determining where all meeting notices and information will be posted.

5.6.1 Special meetings may be held on reasonable notice by the Chair or Vice Chair. The presence of a majority of the voting members of the Board shall constitute a quorum. No action may be taken unless a quorum is present.

5.7 Voting. Each Voting Board Member shall be entitled to one (1) vote per Party. Proxy votes are not permitted. The Board shall function by a majority vote of the Board members present.

6 Duties of the Committee.

6.1 Program. The Board shall formulate a program to carry out the Committee's purpose. The Committee shall carry out and implement its programs to the extent possible. The program shall include the following:

6.1.1 Promote the development and awareness of response plans and enhance the planning capabilities at all levels of government within Dakota County to prevent, respond to, and recover from Chemical, Biological, Radiological, Nuclear and Explosives ("CBRNE") threats, acts of terror, or natural and manmade disasters.

6.1.2 Establish a process to efficiently use funding to address identified priorities

with countywide benefits and meet all grant reporting requirements.

6.1.3 Promote the hardening and development of response preplans for critical public and private sector infrastructure within Dakota County based on risk and capability gaps.

6.1.4 Develop and enhance countywide capabilities to respond to the consequences of CBRNE threats, acts of terror, or natural and manmade disasters through training and equipment acquisition.

6.1.5 Demonstrate the countywide capacity and ability to respond to CBRNE events, acts of terror, or natural and manmade disasters through drills, tabletop and functional exercises.

6.1.6 Promote interoperability of emergency voice and data communications throughout Dakota County by incorporating interoperability into plans and exercises.

6.1.7 Promote the public's understanding of emergency warning and notification capabilities within Dakota County.

6.1.8 Promote the development of plans and exercises to ensure the continuity of county and local governments.

6.1.9 Promote the capability of Dakota County's and the cities' Emergency Operations Centers ("EOCs") to manage, communicate, and coordinate in the event of CBRNE events, acts of terror, or natural and manmade disasters.

6.1.10 Identify and develop agreements to render mutual aid with political subdivisions outside of Dakota County pursuant to Minnesota Statute §12.27.

6.1.11 Develop a process for requesting and to provide for rendering local assistance to other political subdivisions outside of Dakota County upon request pursuant to Minnesota Statutes §12.29, 12.33, 12.331, 12.37, and any other applicable laws enabling an emergency aid response.

6.2 Special Operations Team.

6.2.1 Establishment. The Committee shall establish a Special Operations Team ("SOT") with the capability of providing specialized response operations for which specific training and equipment are required, and which are not currently available to all the Parties. The Committee will ensure that the SOT is established, that its members are trained to applicable federal and state standards, and that the necessary and appropriate equipment is purchased and made available for use by the SOT.

6.2.2 Procedures. The Committee will ensure that procedures are established so that the SOT is able to respond to Large-Scale Disasters or Emergencies

occurring anywhere within the jurisdictions of the Parties to this Agreement. Procedures of the SOT are subject to the review and approval of the Board.

6.2.3 Members. The Parties agree to assign employees and make equipment available to the SOT. Members of the SOT will remain employees of their employing agency and will not be deemed employees of the Committee, the Board, or the SOT.

6.2.4 Team Manager. The Board shall appoint a Team Manager who will be responsible for ensuring that the Committee accomplishes the duties described in paragraph 6.2. The Team Manager is authorized to make budgeted expenditures in accordance with the Dakota County Procurement Policy. The Team Manager shall be an employee of a Party.

6.3 Subcommittees. The Board may create subcommittees to carry out the duties of the Committee as needed to support the Committee. The actions of all subcommittees are subject to approval by the Board.

7 Reservation of Authority. All responsibilities not specifically set out to be jointly exercised by the Committee under this Agreement are hereby reserved to the Parties and each of them.

8 Powers of the Committee.

8.1 General Powers. The Committee is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in paragraph 8.2.

8.2 Specific Powers.

8.2.1 The Committee may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law with units of local government in Dakota County that are not Parties to this Agreement, to provide such entities with the opportunity to assign members to the SOT. The Committee may approve any contract relating to this Agreement up to the amount approved in the annual budget and may authorize the Chair to execute those contracts. No payment on any contract invoice shall be authorized unless approved by at least two (2) of the three (3) officers elected pursuant to paragraph 5.1. The Treasurer shall report to the Board any such payments at its next meeting.

8.2.2 The Committee may disburse funds in a manner that is consistent with this Agreement and with the method provided by law for the disbursement of funds by Dakota County.

8.2.3 The Committee may apply for and accept gifts, grants, or loans of money or other property or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose

of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.

8.2.4 The Committee shall maintain liability coverage for the actions of the Committee with the League of Minnesota Cities Insurance Trust ("LMCIT") with a limit of coverage equal to or greater than the liability limits under Minnesota Statutes Chapter 466, under standard LMCIT liability coverage forms. The Committee shall also obtain tail coverage following termination of the Agreement to cover the statute of limitations during which a claim could be made against the Committee. Such insurance shall name each Party as a covered party. The Committee may in its discretion procure coverage for automobile liability and damage to or loss of property.

8.2.5 All powers granted herein shall be exercised by the Committee in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of Dakota County shall apply to the Committee.

9 Budgeting and Funding.

9.1 Budget Adoption. By April 30th of each year, the Board shall adopt an annual work plan and operating and capital budgets for the following calendar year including a statement of the sources of funding.

9.2 Budget and Accounting Services. Dakota County agrees to provide all budgeting and accounting services necessary or convenient for the Committee. Such services shall include but not be limited to management of all funds, payment for contracted services and other purchases, and relevant bookkeeping and recordkeeping. Dakota County contracting and purchasing requirements shall apply to transactions of the Committee.

9.3 Expenses. The Parties understand and acknowledge that the activities and duties of the Committee are to be funded first by grant monies from the federal government, state government, or other associations and agencies. Nevertheless, the Parties agree to contribute to funding, if necessary, for the expenses of the Committee, to the extent not covered by grant funds. Each Party agrees annually to appropriate funds for the expenses of the Committee not covered by grant funds, on a population basis, subject to each city council's or the county board's adoption of a resolution authorizing any such appropriation. For purposes of this paragraph, each Party's population would be calculated to include the city(s) and/or township(s) they provide police protection for. Population basis means the most current decennial federal census or the most recent Metropolitan Council population estimate, whichever is the most recent.

9.4 Federal and State Grant Funds Available to Counties. The Parties understand and acknowledge that federal and state grant funds have been and may continue to be made available for improving and 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 counties with the intention that the funds be expended for the benefit also of cities within the county. Dakota County specifically agrees that federal and state grant funds for such purposes which the Dakota County Board of Commissioners, pursuant to Committee recommendation and proposed budget, applies for and receives will be applied for and received on behalf of the cities who are Parties to this Agreement and will be appropriated to the Committee for expenditure in accordance with the terms of the applicable grant agreement and budget approved by the County Board. The Committee 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 Dakota County from unilaterally applying for, receiving, and expending grant funds made available for the purposes identified in this paragraph.

9.5 Accountability. All funds shall be accounted for according to Generally Accepted Accounting Principles ("GAAP"). A report on all receipts and disbursements shall be forwarded to the Parties in advance of each Committee meeting and on an annual basis.

10 Special Operations Team Activation and Use.

10.1 Purpose. The purpose of this section is to provide for the deployment of the SOT established pursuant to paragraph 6.2, so that the SOT may be utilized by any Party to this Agreement in the event of a Large-Scale Disaster or Emergency within their jurisdiction. It is not the purpose of this section to provide for or address in any way requests by one Party of another Party for other services, or to supplant other mutual aid agreements to which any of the Parties may be signatory.

10.2 Definitions.

SOT Manager - the person designated by the Board who is responsible for exercising tactical control of personnel and equipment provided by the SOT.

Large-Scale Disaster or Emergency - an unforeseen exigent circumstance requiring specialized response operations.

Requesting Party - a Party to this Agreement who has requested that the SOT provide specialized response operations.

Special Operations Team (SOT) - a group of personnel assigned by the Parties who will be trained and organized to provide special response operations to any Party who requests them, and which may include personnel of other entities that have entered into an agreement with the Committee pursuant to paragraph 8.2.1.

Specialized Response Operations - specialized rescue services for problem-specific emergencies, including, but not limited to structural collapse, technical rope rescue, hazardous materials, wildland rescue, confined space rescue, trench rescue, water rescue, vehicle/machinery disentanglement, and the like, including training events for such services.

10.3 Requests for Assistance by a Party to the Committee. Whenever a Party, in its sole discretion, determines that the conditions within its jurisdiction cannot be adequately addressed by that jurisdiction because of a Large-Scale Disaster or Emergency, the Party may request orally or in writing that the SOT provide specialized response operations to the Party.

10.3.1 Emergency Management Assistance Compact ("EMAC"). The SOT Manager may submit a Mission Ready Package ("MRP") in response to an EMAC request after consultation and approval from the Chair or Vice-Chair.

10.4 Requests for Assistance through Mutual Aid Agreement. For any Mutual Aid Agreement that the Committee is party to, requests for aid from the Committee shall be made by following the terms for activation as outlined and identified in the specific Joint Powers Agreement.

10.5 Requests for Assistance by Political Subdivisions Outside of Dakota County. Any political subdivision from outside of Dakota County in order to request assistance from the Committee, shall follow the Committee procedure developed for rendering local assistance to other political subdivisions outside of Dakota County, consistent with the requirements of Minnesota Statutes §12.29, 12.33, 12.331, 12.37, and any other applicable laws regarding requesting emergency aid response from a political subdivision.

10.6 Response to Request for Assistance from a Party to the Committee. Upon a request for assistance of the Committee, the SOT Manager, or designee, may authorize, direct, and permit the SOT to assist the requesting Party following the SOT activation process. Whether the SOT shall provide such assistance, and the extent of such assistance, shall be determined by the SOT Manager, or designee. Failure to provide assistance in response to a request made pursuant to this Agreement will not result in any liability to the SOT or to any other Party. The SOT Manager, or designee, shall notify the Chair or Vice-Chair any time consent to assist a governmental unit, is granted.

10.7 Recall of Assistance. The SOT Manager, or designee, may at any time and in its sole judgment terminate and recall the SOT or any part thereof. The decision to recall the SOT provided pursuant to this Agreement will not result in liability to the SOT.

10.8 Direction and Control. Personnel and equipment of the SOT shall remain under the direction and control of the SOT Manager.

10.9 Exercise of Police Power. Any member of the SOT who is a licensed peace officer and who is assisting pursuant to this Agreement has the full and complete authority of a peace officer as though appointed by the requesting Party and licensed by the State of Minnesota provided the officer meets the requirements set forth at Minnesota Statutes § 471.59, subds. 12(1) and (2).

10.10 Compensation.

10.10.1 Parties to this Agreement. When the SOT provides services to a requesting Party, the personnel of the SOT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their appointing Party. Except as provided in paragraph 10.10.2., no charges will be levied by the Committee for specialized response operations provided to a requesting Party pursuant to this Agreement unless that assistance continues for a period exceeding twenty-four (24) consecutive hours. If assistance provided pursuant to this Agreement continues for more than twenty-four (24) consecutive hours, the Committee shall submit to the requesting Party an itemized bill for the actual cost of any assistance provided, including salaries, overtime, materials, and supplies incurred following the initial 24-hour period. The requesting Party shall reimburse the Committee for the billed amount. When received by the Committee those funds will be paid out to each appropriate entity in the amounts documented in the itemized bill.

10.10.2 Private Third Parties. In the event that the SOT is activated and deployed at the request of a Party to this Agreement, to provide specialized response operations at a Large-Scale Disaster or Emergency for which a private third party may bear financial responsibility, the Committee shall submit to the requesting Party without delay an itemized bill for the actual cost of assistance provided, including salaries, overtime, materials, and supplies. The requesting Party shall reimburse the Committee its proportionate share of funds received from any private third party, if any, for the full cost of the assistance.

10.11 Workers' Compensation. Each Party to this Agreement shall be responsible for injuries to or death of its employees. Each Party shall maintain workers' compensation coverage or self-insurance coverage, covering its personnel while they are assisting a member of the SOT. Each Party to this Agreement waives the right to sue any other Party for any workers' compensation benefits paid to its employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or agents.

10.12 Damage to Equipment. Each Party shall be responsible for damage to or loss of its equipment occurring during deployment of the SOT. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or agents.

11 Liability.

The Committee is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

With the exception of workers' compensation liability, which is addressed in paragraph 10.11 of this Agreement, the Committee shall defend and indemnify the Parties, and their officers, employees, volunteers, and agents, from and against all claims, damages, losses, and expenses, including reasonable attorney fees, arising from Committee activities or

operations, including deployments of the SOT, and decisions of the Committee.

To the fullest extent permitted by law, actions by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and the Parties intend that they shall be deemed a "single governmental unit" for the purposes of liability, as outlined in Minnesota Statutes § 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 any other Party. The Parties to this Agreement shall not be liable for the acts or omissions of another Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Parties.

Nothing in this Agreement shall constitute a waiver of the statutory liability limits outlined in Minnesota Statutes Chapter 466, or a waiver of any available immunities or defenses. Under no circumstances shall the Committee or a Party be required to pay on behalf of itself and any other Parties any amounts over the limits of liability established in Minnesota Statutes Chapter 466 applicable to any third-party claim. The statutory limits of liability for some or all of the Parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim.

Any excess or uninsured liability shall be borne equally by all the Parties, but this does not include the liability of any individual officer, employee, or agent that arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member 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.

12 Term. The term of this Agreement shall be effective only when all the parties have signed this Agreement. The Chair of the Board shall notify the Parties in writing of the effective date of this Agreement. This Agreement shall continue in effect until terminated in accordance with paragraph 13.2 or December 31st, 2030, whichever first occurs.

13 Withdrawal and Termination.

13.1 Withdrawal. Any Party may withdraw from this Agreement upon 12 months' advanced 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.

13.2 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 agrees to terminate the Agreement upon a date certain.

13.3 Effect of Termination. Termination shall not discharge any liability incurred by the Committee or by the Parties during the term of this Agreement. Upon termination property or surplus money held by the Committee shall then be

distributed to the Parties in proportion to the contributions of the Parties.

14 Miscellaneous.

14.1 Amendments. This Agreement may be amended only in writing and upon the consent of the governing bodies of all of the Parties.

14.2 Records, Accounts and Reports. The books and records of the Committee shall be subject to the provisions of Minnesota Statutes Chapter 13 and Minnesota Statutes § 16C.05, subd. 5. All books and records shall be retained by Dakota County pursuant to a data retention policy adopted by the Committee.

14.3 Counterparts. This Agreement may be executed in 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 Dakota County Emergency Management.

14.4 Non-Discrimination. During the performance of this Agreement, the Parties shall not discriminate against any individual necessary to perform the services under this Agreement because of race, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

14.5 Severability. Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection, and all remaining portions, sections or subsections shall remain in full force and effect.

14.6 Assignment. The Parties may neither assign nor transfer any rights or obligations under this Agreement without the written agreement of all Parties.

14.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

14.8 Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

14.9 Venue. The venue for all legal proceedings out of this Agreement must be in the appropriate court with competent jurisdiction in Dakota County, Minnesota.

14.10 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS **WHEREOF,** the Parties have executed this Agreement on the dates indicated below.

Approved by the City Council

Date _____

CITY OF APPLE VALLEY

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF BURNSVILLE

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF EAGAN

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF FARMINGTON

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council
Date _____

CITY OF HASTINGS
By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council
Date _____

CITY OF INVER GROVE HEIGHTS

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF LAKEVILLE

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council
Date _____

CITY OF MENDOTA HEIGHTS

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council
Date _____

CITY OF ROSEMOUNT

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF SOUTH ST. PAUL

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council
Date _____

CITY OF WEST ST. PAUL

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by Dakota County Board
Resolution No. _____

COUNTY OF DAKOTA

By _____

Date of Signature _____

Attest _____

Date of Signature _____