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TO: Honorable Goodhue County Board of Commissioners
FROM: EM Director Earl Merchleiwitz
SUBJECT: Approval of Multi-year Joint Funding Agreement
DATE: July 30, 2025

Dear Honorable Goodhue County Commissioners,

Goodhue County has long been an active member of this regional collaboration, which has consistently provided value to our county and our communities.

One recent example of this benefit is the H.E.R.T. (Hostile Event Response Training) program, where over 120 of our local first responders received high-quality training at no cost to the county. In addition, Goodhue County has taken advantage of regional assets such as mobile camera trailers, which have supported public safety and situational awareness at several large community events, including the Goodhue County Fair, Pine Island Cheese Fest, Goodhue Volksfest, and Lake City Water Ski Days.

The JPA was last signed in 2016 and was intended to be renewed every five years. That timeline was impacted by the COVID-19 pandemic, but the group has since updated the agreement to reflect the addition of new regional assets, many of which are insured through the Minnesota Counties Intergovernmental Trust (MCIT). The Region One group is also currently in the process of updating its bylaws to reflect these changes.

It's worth noting that Region One has annual dues of \$1,000, which are paid for using REP (Radiological Emergency Preparedness) Grant funds, not county levy dollars. The revised agreement has been reviewed by the County Attorneys representing the participating jurisdictions, including our own County Attorney.

I respectfully ask that the Board approve and adopt the updated Region One – Southeast JPA so that Goodhue County can continue to benefit from this valuable partnership.

Recommendation:

Approve the JPA agreement.

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION
CENTER
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CIVIL DIVISION
651.267.2601

RECORDS DIVISION
651-267-2600

EMERGENCY
MANAGEMENT
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COMMUNICATIONS
651.385.3155

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

1. **Name.** The parties hereby establish a joint powers entity to govern the mutual aid arrangements for homeland security and emergency management among the political subdivisions located in Region One of the State of Minnesota. Such entity shall be known as the Southeast Minnesota Homeland Security and Emergency Management Organization (SERHSEM) and shall be governed by a joint powers board pursuant to Minnesota Statutes Sections 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 Dodge
County of Faribault
County of Fillmore
County of Freeborn
County of Goodhue
County of Houston
County of Le Sueur
County of Mower

County of Nicollet
County of Olmsted
County of Rice
County of Steele
County of Wabasha
County of Waseca
County of Winona
Prairie Island Indian Community
City of Rochester

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' individual powers of planning and coordination expenditure of funds, training, and purchasing. The parties desire to establish a mechanism whereby they may jointly exercise said powers common to each party on issues requiring regional coordination including, but not limited to, planning, training, and purchasing equipment for coordinated response 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.

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 be taken unless a quorum is present. Board action shall be determined by a majority of the votes cast at the meeting.

4.2. *By-Laws.* The Board may adopt bylaws to govern its operation. Such bylaws shall be consistent with this agreement and applicable laws.

5. **Duties of the Board.** The Board shall formulate a program to carry out its purposes pursuant to Paragraph 3.

6. **Reservation of Authority.** All responsibilities not specifically set out to be jointly

exercised by the Board under this agreement are hereby reserved to the parties and each of them. Nothing in this agreement shall act as a waiver by a participating party of its individual power and legal authority to provide the services contemplated for this agreement as outlined in the Purpose Section 3 above.

7. Powers of the Board.

7.1. *General Powers.* The Board is hereby authorized to exercise such authority and powers common to the parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in Paragraph 7.2.

7.2. *Specific Powers.*

7.2.1. *Contracts.* The Board 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. Contracts let and purchases made pursuant to this agreement shall conform to the requirements applicable to contracts and purchases of the fiscal agent of the Board. The Board may approve any contract relating to this agreement up to the amounts of the grant agreements and may authorize the Chair or Vice Chair to execute those contracts.

7.2.2. *Funds.* The Board may disburse funds in a manner that is consistent with this agreement and with the method provided by law for the disbursement of funds. All funds shall be accounted for according to generally accepted accounting principles.

7.2.3. *Gifts and Grants.* The Board may apply for and accept gifts, grants or other property or assistance from the United States government, the State of Minnesota, any tribal government, 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 or grant 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 shall appoint one of the parties to act as fiscal agent. Such fiscal agent shall provide any and all budgeting and accounting services necessary or convenient for the Board, including applying for grant funding in accord with Section 8 herein. The chief financial officer of the party so appointed, or his designee, 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 workload 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. The Board member representing the party appointed as fiscal agent shall provide financial reports at each meeting of the Board.

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 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.

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 the entities listed in Paragraph 2. This agreement shall continue unless terminated as set forth in Section 11 herein. The terms of the agreement shall be reviewed in every calendar year ending in either a zero (0) or a five (5).

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 the withdrawing party prior to its notice of withdrawal. Such liability shall continue until discharged by law or agreement. The withdrawing party shall not be entitled to reimbursement for any dues or other

financial contributions made to the joint power entity during its membership. All Board property in the physical possession of the withdrawing party, or located within its geographical boundaries, shall be returned to the Board for redistribution to or placement with a non-withdrawing party.

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 the parties unanimously 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, surplus funds held by the Board shall be distributed to the parties in proportion to their respective contributions. Equipment and other tangible p acquired as a result of this agreement shall be distributed in proportion to the parties' respective contributions based on the insured value of each individual item of equipment or tangible property.

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. *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.

12.3. *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.

12.4. *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.

12.5. *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.

12.6. *Assignment.* No party may assign its interest in this agreement.

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

12.8. *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.

**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: _____
County Administrator

Date: _____