

PERHAM AREA EMERGENCY MEDICAL SERVICES JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (the "Agreement") is entered into by and between the townships of Butler, Corliss, **Dead Lake**, Dora, Edna, Gorman, Hobart, **Otto**, Perham, Pine Lake, Rush Lake, **Star Lake**, and the cities of Dent, Perham, and Richville, all being governmental units of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party".

ARTICLE I AUTHORITY

WHEREAS, Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties; and

WHEREAS, Minnesota Statutes, Section 471.476 provides that any city, town, either singly or jointly in accordance with an agreement made pursuant to Section 471.59, may provide general ambulance services; and

WHEREAS, the Parties have investigated the facts and determined that it is in the best interests of their residents to establish a joint powers entity to provide emergency medical services; and

WHEREAS, an original agreement was signed in 1968 to provide such services and the Parties currently, and wish to continue, an ambulance service.

NOW, THEREFORE, in consideration of the mutual covenants made herein and subject to the provisions of Minnesota Statutes, Section 471.59 and Section 471.476 and all other applicable statutes, rules and regulations, the above-named Parties hereto agree as follows:

DEFINITIONS,

Parties- The Cities and the Townships in the Joint Powers Agreement;

Board – Consists of the Voting member or Alternate member of each party;

Primary Voting Member – The appointed representative from each party with the power to vote;

Governing Body- Each party's own internal elected officials ie; Supervisors/City Council;

Executive Board – Board Chair, Vice Chair, and Secretary;

ARTICLE II

GENERAL PURPOSE

The purpose of this Agreement is to provide advanced life support ambulance service for the Parties. Collectively, rather than separately, said townships and cities can better provide financially for quality rescue equipment and service to their areas.

ARTICLE III **JOINT POWERS BOARD**

- 3.1. **Governing Board**. The Parties hereby establish a joint powers board (the “Board”) to be known as the Perham Area EMS (PAEMS) to jointly exercise such powers and authorities as are necessary to achieve its purposes and fulfill its duties as provided in the Agreement. The Board shall be an entity separate from its member bodies and shall not be deemed an agent or partner of the member bodies and the member bodies shall not be liable for the activities of the Board. This Agreement defines and establishes the structure and procedures of the Board, the responsibilities and powers of the Board, and the relationship between the Board and the member governmental units.
- 3.2. **Membership**. The Board shall consist of a primary voting member and an alternative voting member from each Party, to be appointed by their respective town board or city council. The primary member shall also be a member of their respective town board or city council. Each Party may appoint one alternate to represent their township or city when the primary member is unable to attend a board meeting. Alternate members may be either a town board member or city councilmember or staff member from their respective township or city. Members of the Board shall not be deemed to be employees of the PAEMS and will not be compensated by the PAEMS for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be a representative of the Party that made the appointment.
- 3.3. **Term**. Each Party shall maintain their own responsibility for the appointments of primary and alternate members of the Board. The Party appointing a primary or alternate board member may remove the member at any time with ~~or without~~ cause. If a primary board member ceases to be a member of the Party he or she represents, his or her membership in the board shall immediately terminate and the Party shall appoint a new member within thirty (30) days of the occurrence.
- 3.4. **Officers of the Board**. The Board shall elect a Chair, Vice Chair, and Secretary from the membership who shall serve for a one-year term in the year in which they were elected. **Elections of the officers shall take place at the January meeting, and the term shall begin immediately following said meeting.** The Chair shall preside at all meetings of the Board, with the Vice Chair presiding in absence of the Chair. If both the Chair and Vice Chair are absent, the Board may elect a temporary chair to conduct its business, provided a quorum is present. The Secretary **or appointed scribe** shall be responsible for ensuring

that minutes are prepared for all Board meetings. The Secretary **or appointed scribe** shall also keep all books and records of the Board and shall give all notices required by law.

- 3.5. **Meetings.** The Board shall meet at least semi-annually. The schedule of regular meetings **shall be held on the third Monday of January and the third Monday of August.** The schedule may be changed from time to time as deemed necessary by the Board. Special meetings of the Board shall be called by the Secretary at the request of the Chair and/or any three **primary** board members, and upon any such request the Secretary shall give **five-ten** days written notice by **email and/or mail of such special meeting sent to the primary representative and clerk of said township/city.** The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).
- 3.6. **Committees.** The Board shall have the authority to appoint such committees as it deems necessary to fulfill the purposes of the organization.
- 3.7. **Quorum.** A majority of board members shall constitute a quorum for the transaction of business.
- 3.8. **Voting.** Each member of the Board shall have one vote. All decisions before the Board shall be determined by a simple majority of the members present and voting. Board members may not vote by proxy.
- 3.9. **Records Retention Policy.** The Board shall abide by the General Records Retention Schedule for Cities, as amended, by the Minnesota Department of Administration and in compliance with Minnesota Statutes, Section 138.17.
- 3.10. **Data Practices.** The Board shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 in regard to all data collected, created, received, maintained, and disseminated.

ARTICLE IV **POWERS OF THE BOARD**

- 4.1. **General Powers.** The Board is hereby authorized to exercise such authority and powers common to the Parties, specifically those set forth by Minnesota Statutes, Section 471.46, as is necessary and proper to fulfill its purpose of providing life support transportation service meeting or exceeding the minimum requirements set forth by Minnesota Statutes, Chapter 144E. The service shall include the operation of at least one ambulance unit operating on a 24-hour, 365 day per year basis. Such authority shall include the specific powers enumerated in Section 2 of this Article.
- 4.2. **Specific Powers.**

- 4.2.1. Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to operate an ambulance service. The Board may take such action as is necessary to 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 required by law (i.e. fiscal management, personnel management, etc.).
- 4.2.3. Grants. The Board may apply for and accept gifts, grants or loans of money, 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, other property to the parties and assistance in accordance with the terms of this gift, grant or loan relating thereto.
- 4.2.4. Property. The Board may hold such property and equipment as may be required to accomplish the purpose of this Agreement and upon termination of this Agreement, make distribution of such property as provided for in this Agreement. The Board may also sell any of its property and equipment as deemed necessary.
- 4.2.5. Insurance. The Board shall obtain liability, property and auto insurance and may obtain such other insurance as it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.
- 4.2.6. Employees. The Board may employ or contract for personnel to carry out the purposes of this Agreement.
- 4.2.7. User Fees. The Board may establish user fees for the services provided for the purposes of this Agreement.
- 4.2.8. Fundraising. The Board or their designee may fundraise on behalf of Perham Area EMS. All fundraising shall follow all local, state and federal laws.

ARTICLE V FINANCES

- 5.1. Party Contributions. The Parties are hereby obligated to make financial contributions if required to operate the ambulance service. Contributions of that part of the budget not met by grants, fees, and/or donations shall be based on a ratio of each Party's population to the total population of all the Parties.
- 5.2. Annual Budget. The Board shall approve a yearly operating budget and submit the budget for approval by July 30th ~~August 15~~ of each year to the governing bodies of the Parties for approval or disapproval. No action within 75 days shall constitute approval.

The budget shall set forth projected expenditures, service fees, city contributions, and other revenues necessary to operate the ambulance service. The Board may not spend money in excess of the total approved budget. The Board may, if necessary, request additional contributions from the Parties.

- 5.3. Debt. The Board may not borrow money without the advance written approval of all **(unanimous)** Parties. When approved by ~~all the~~ Parties, a certificate of indebtedness may be issued by the Board on behalf of the collective members to this Agreement or, in the alternative, a member Party may issue such certificate with all approving Parties being liable for the debt. Parties withdrawing from the Joint Powers agreement are liable for their share of debt incurred while a member of the Joint Powers until such debt is repaid.
- 5.4. Fiscal Agent. The Board shall either be its own or designate by contract their fiscal agent or agents. The fiscal agent shall be compensated by the PAEMS at a rate mutually agreed upon by the fiscal agent and the Board. Funds shall be dispersed by the fiscal agent as directed by written resolution of the Board or as specified by the contract between the fiscal agent and the PAEMS.
- 5.5. Reports and Audits. The fiscal agent shall submit a semi-annual report to the Board showing any activity related to the funds. The fiscal agent shall provide the Board with annual audit reports and other financial records as needed for the Board to monitor its funds.
- 5.6. Inspection. The PAEMS's books, reports, and records shall be open to inspection by the Parties at all reasonable times.

ARTICLE VI AMENDING THE JOINT POWERS AGREEMENT

- 6.1. Amendments. The Board may recommend to the Parties amendments to the Joint Powers Agreement. Amendments to the Agreement shall be introduced at a regular Board meeting, after first having all Parties served a notice of such amendment 30 days in advance. The Board shall act by majority vote to approve or deny any and all amendments to the Agreement. Upon passage of a vote to amend the Agreement by the Board, the amended Agreement shall be sent to the Parties for formal ratification by their respective boards and councils. All Parties must formally ratify the amended Agreement as presented to constitute passage. Upon unanimous passage by all Parties and duly authorized signatures affixed, the Agreement shall be considered amended.
- 6.2. New Members. Another governmental unit may be added to this Agreement upon adoption of an amendment as prescribed in Section 6.1 of this Agreement. Once

approved, the rights and obligations of the new party shall be set forth in writing amending this Agreement and the new party shall be fully obligated and bound by the terms of this Agreement, as amended.

ARTICLE VII **INSURANCE AND LIABILITY**

- 7.1. **Applicability.** The PAEMS 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 PAEMS 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 Minnesota Statutes Chapter 466.
- 7.2. **Indemnification and Hold Harmless.** The PAEMS 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 PAEMS. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Chapter 466, Section 466.04, or a waiver of any available immunities or defenses.

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 purposes of liability, all as set forth in Minnesota Statutes, 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.

- 7.3. **Liability Coverage.** The PAEMS shall maintain liability coverage with a minimum limit equal to the maximum municipal liability limit in Minnesota Statutes, Section 466.04, subd. 1. Each Party, and each Party’s officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from PAEMS activities or operations.
- 7.4. **Auto Liability and Property Damage.** The PAEMS shall maintain coverage for auto liability and damage to or loss of property.
- 7.5. **Workers’ Compensation Coverage.** The PAEMS shall maintain workers’ compensation coverage for its employees.

- 7.6. Uninsured Liability. Any excess or uninsured liability shall be borne by each Party in accordance with the formula set forth in Section 5.1 of this Agreement.
- 7.7. Certificate of Insurance. All insurance policies and certificates required under this Agreement shall be open to inspection by any Party and copies of the policies or certificates shall be submitted to a Party upon written request.

ARTICLE VIII TERM OF THE AGREEMENT

- 8.1. Term. This Agreement shall be for an indefinite term and shall continue until terminated or rescinded in accordance with the terms of this Agreement.
- 8.2. Termination. This Agreement shall be terminated at any time by mutual consent of the Parties evidenced by identical resolution adopted by the governing bodies of each Party.
- 8.3. Withdrawal. ~~Any Party may withdraw from this Agreement on December 31st of any year. Upon Notice of withdrawal must shall be given to the Board at least six months prior to December 31st. thereto. The notice of withdraw shall be in the form of a governing body resolution from the withdrawing Party. In the event of written such notification to withdraw, the remaining Parties shall meet to consider modifying the Agreement, to continue without the withdrawing Party, or to terminate.~~
Withdrawal. Any Party may withdraw from this Agreement provided the following conditions are met;
 - A. The notice of withdrawal shall be in the form of a governing body resolution from the withdrawing Party.
 - B. Such notice of withdrawal shall be given to the Board at least six months prior to December 31st.
 - C. Once the Board receives notification, the withdrawing party will cease to be a member on December 31st of that year.
 - D. Once a party submits notice to withdraw, in order to rejoin, a new application shall be submitted to the Board per article 6.2.
 - E. Parties remain responsible for financial contributions approved by the Board while they were a member per article 5.3
 - F. Remaining Parties shall meet within 60 days to consider whether to continue without the withdrawing Party or to terminate.
- 8.4. Distribution of Funds and Property. In the event of termination ~~of the Board~~, all surplus funds shall be distributed to the Parties in proportion to the amount contributed over the

lifetime of the Agreement. Property obtained under this Agreement shall be distributed to the Parties in the same manner. If the remaining Parties continue this Agreement after the withdrawal of a Party, the withdrawing Party shall not be given any distribution of funds or property. **until the other Parties agree to terminate.**

ARTICLE IX **DISPUTE RESOLUTION**

The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

If there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Otter Tail County District Court Administrator and select a mediator by alternately striking names until one remains.

If the dispute is not resolved within 30 days after the end of mediation proceedings, the Parties may litigate the matter.

ARTICLE X **GENERAL PROVISIONS**

- 10.1. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. Any past practice between the Parties is null and void, unless specifically preserved in this Agreement.
- 10.2. **Fiscal Year.** The fiscal year of the PAEMS shall be the calendar year.
- 10.3. **Execution of Contracts.** All contracts, notes and other written agreements or instruments to which the PAEMS is a part or signatory or by which the PAEMS may be bound shall be executed by the Secretary/Treasurer and the Chair or Vice Chair or by such other Board member as the Board may by resolution prescribe.

10.4. **Conflicts of Interest.** A commissioner, officer, or employee of the PAEMS must not acquire any financial interest, direct or indirect, in any project or in any property included in any project, nor shall the person have any financial interest, direct or indirect, in any contract or proposed contract for materials or service to be furnished or used in connection with any project.

10.5. **Nondiscrimination.** The PAEMS service shall be available for use without regard to race, color, creed, religion, national origin, and without regard to sex, age, disability, public assistance status, or sexual orientation, except as may be necessary as a bona fide requirement of a specific service. Furthermore, no applicant or employee hired pursuant to this Agreement shall be discriminated against with respect to that person's hire, tenure, compensation, terms, promotion, conditions, facilities, or privileges of employment by reason of race, color, creed, religion, national origin, age, sex, disability, public assistance status, or sexual orientation, except as may be based upon bona fide occupational qualifications.

10.6. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

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.

Authorized Representatives:

Printed Name: _____

Printed Title: _____

Signature: _____

Date: _____