JOINT POWERS AGREEMENT
SOUTH CENTRAL MN COMPUTER CONSORTIUM

1. **Name**. The parties hereby establish the South Central MN Computer Consortium which shall be governed by the Joint Powers Board pursuant to Minnesota Statutes Section 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:

Blue Earth County Sheriff's Office
Blue Earth Police Department
Fairmont Police Department
Faribault County Sheriff's Office
Janesville Police Department
Lake Crystal Police Department
Madison Lake Police Department
Mankato Department of Public Safety
Mapleton Police Department
Martin County Sheriff's Office
Minnesota Lake Police Department
New Richland Police Department
Sherburne/Welcome Police Department
St. Peter Police Department
Trimont Police Department
Truman Police Department
Waseca County Sheriff's Office
Waseca Police Department
Wells Police Department
Winnebago Police Department

New parties may be added following the creation of this organization by following these same steps. This agreement supersedes any and all prior agreements.

3. **Purpose**. The purpose of this agreement is to provide for the joint exercise of the parties' powers requiring coordination to plan for the needs of the South Central MN Computer Consortium. 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 to plan, implement and maintain a Records Management System (RMS), Computer Aided Dispatch (CAD) system, Jail Management System (JMS) and Mobile Computer System (MCS).

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 Section 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 replacement 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. Chapter 13D (Open Meeting Law).

4.1.5. Ad Hoc or Sub-Committees. The South Central MN Computer Consortium may request, as necessary, party representatives to form ad hoc, Sub-Board and/or oversight committees. The Board shall have the authority to appoint such committee members as it deems necessary to fulfill the purpose of this agreement. 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. Chapter 13D. 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 By-Laws to govern its operation. Such By-Laws 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 Section 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 Section 3, Purpose, above.

7. **<u>Powers of the Board</u>.**

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. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law. 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 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 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 not be 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 prior to the quarterly Board meetings and on an annual basis. The Board shall review and approve the financials at the Board meetings.

8.2. Federal and State Grant Funds Available to Parties. The parties understand and acknowledge that federal and state grant funds may be made available for the purposes of improving and enhancing local government units' RMS, Cad system, JMS and MCS. 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 SOUTH CENTRAL MN COMPUTER CONSORTIUM 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 SOUTH CENTRAL MN COMPUTER CONSORTIUM 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. Chapter 466.

9.2. Indemnification and Hold Harmless. The SOUTH CENTRAL MN COMPUTER CONSORTIUM 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 SOUTH CENTRAL MN COMPUTER CONSORTIUM. 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 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. Chapter 466.

9.4. Property Insurance. The Board may 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 Section 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 and Withdrawal. 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. Financial obligations shall continue until properly discharged, discharged by law, this agreement or any other agreement. Upon termination by a party, the party may retain personal property, software and hardware it has received and owns, but shall forfeit any unexpended funds it has contributed to the consortium. The RMS, CAD, JMS, Mobile Computer System, its hardware and software, is owned by the consortium and may be disbursed by agreement of all parties or upon final termination of all parties to this agreement.

12. <u>Miscellaneous</u>.

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 every five (5) years after the commencement of this agreement.

12.3. Records, Accounts and Reports. The books and records of the Board shall be subject to the provisions of Minn. Stat. Chapter 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 By-Laws 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: (1) 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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SOUTH CENTRAL MN COMPUTER CONSORTIUM

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 MANKATO DEPARTMENT OF PUBLIC SAFETY

By: ______________________ CEO/Legal Authority	By: ______________________ Board/Council Chairperson/Mayor
Date: 10-28-24	Date: ______________________
	Attest: ______________________ City/County Administrator
	Date: ______________________