

JOINT POWERS AGREEMENT

THIS JOINT POWERS Agreement ("Agreement") is entered into effective September 5th, 2024, by and between the **City of Dickinson**, a North Dakota municipal corporation ("City"), and **Stark County**, a political subdivision of the State of North Dakota ("County"), collectively the "Parties" and individually a "Party."

RECITALS

WHEREAS, North Dakota Century Code Chapter 54-40.3-01 encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each.

WHEREAS, contemporaneously with the execution of this Agreement, the City and the County shall execute an Asset Sale Purchase Agreement to purchase certain assets owned by Dickinson Area Ambulance Service, Inc. to operate an area ambulance service.

WHEREAS, the County and City have agreed to contribute public funds for the purchase of said assets.

WHEREAS, the County and the City desire to designate their respective roles and responsibilities associated with the operation of the area ambulance service including but not limited to capital budgetary items and infrastructure associated with the day-to-day operations.

THEREFORE, IN CONSIDERATION of the following covenants, the Parties agree as follows:

A. **OPERATIONS**

The City shall be responsible for all operations of the ambulance service including but not limited to personnel, capital and budgetary expenditures and licensure. All ambulance employees shall be employees of the City and be required to follow the policies and procedures set forth in the Dickinson Municipal Code.

B. **FUNDING**

1. Funding for the purchase of the ambulance service as outlined in the Asset Sale Purchase Agreement shall be paid as follows:
 - a. The County shall pay \$1,200,000.00 toward the Purchase Price.
 - b. The City shall pay \$1,200,000.00 toward the Purchase Price.
2. Following the acquisition of the ambulance service on January 1, 2026, the City shall be responsible for the following costs: payroll, maintenance and repair of ambulance equipment, software-related products, Internet Technology (IT) support, which shall be provided through the City's IT Department.

3. It is the intent of both parties that the ambulance service will eventually generate adequate revenue to cover the cost of its annual expenses. However, both parties understand that this is not likely to happen for several years after the date of acquisition. If the ambulance service does not generate sufficient revenue to cover the cost of its expenses in any given year, the City and County shall equally be responsible for covering the cost of the deficit. Should the City anticipate a deficit, the City shall notify the County with as much advance notice as possible to allow the County to prepare for the budgetary expenditure.

C. COMMUNICATION REQUIREMENTS

1. During the term of this Agreement, the City shall prepare and present quarterly reports to the County on the status of the area ambulance service. The Parties may, at any time, mutually agree to adjust the frequency of reports given to the County.
2. During the term of this Agreement, the parties shall meet on an annual basis to discuss the status of the area ambulance service and whether any budgetary requests will be asked of the County pursuant to Paragraph B(3). One County Commissioner, one City Commissioner, the City Administrator, County Auditor, Fire Chief and the EMS Division Chief shall comprise this committee.
3. During the term of this Agreement, the Public Safety Advisory Committee (PSAC) shall meet therein on a quarterly basis to discuss the operations of the ambulance service and offer any recommendations it finds appropriate. Recommendations derived from a majority agreement of the PSAC shall be forwarded in writing to the EMS Division Chief for review and consideration. The EMS Division Chief, as the subject matter expert, shall consider the recommendations and execute the appropriate plan, whether it be the proposed plan or an alternative solution. The EMS Division Chief is under no obligation to adopt any recommendations brought forward by the PSAC.

D. DATA. All records of any nature or kind shall be maintained by the City.

E. TERM. This term of this Agreement shall become effective upon execution and will continue until terminated by either party. Should either party desire to terminate this Agreement, the terminating party must give the non-terminating party at least twelve months' notice.

F. INSURANCE. The City agrees to procure and maintain the appropriate liability insurance as recommended by the City's insurance provider to cover ambulance property and equipment.

G. CHOICE OF LAW. This Agreement shall be construed in accordance with, and all disputes hereunder shall be controlled by the laws of the State of North Dakota without regard to North Dakota's choice of law rules.

H. **ENTIRE AGREEMENT.** This Agreement is effective upon signing and contains the entire agreement, together with the attached exhibits, of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

Dated this ____ day of _____, 2024.

CITY OF DICKINSON

By: _____
Scott Decker, President
Board of City Commission

ATTEST

By: _____
Dustin Dassinger
City Administrator

Dated this 5th day of 09, 2024.

COUNTY OF STARK

By: Dean P. Franchuk
Dean Franchuk, Chairman
Board of County Commission

ATTEST

By: Karen Richard
Karen Richard
County Auditor