

# MEMO

**TO: MAYOR AND CITY COUNCIL**

**FROM: MIKE ALTHOFF, FIRE CHIEF**

**SUBJECT: Mutual Aid Agreement**

**MEETING DATE: April 7<sup>th</sup>, 2020**

## **BACKGROUND**

From time to time the Goodhue County Chiefs Association looks at our Mutual Aid Agreement to see if any changes or updates are needed. Attached you will see the changes made from our 2014 agreement. This agreement has been looked at and approved by our city attorney. This agreement is vital for our mostly rural area that we cover. Since we are a volunteer department, we can't guarantee adequate personnel for all fire responses. Providing water to rural fires is what's mostly requested, as well as additional firefighters when needed for city and rural responses, mostly in the weekday and daytime hours. This agreement leaves it at our discretion, at any time, to either send or not send resources. It also gives us the ability to bill for resources sent on calls lasting more than 12 hours. We can also recall resources at any time if needed. We also have a similar agreement with our surrounding Dakota County departments.

## **STAFF RECOMMENDATION**

I recommend approving this agreement; this is an essential relationship with our surrounding departments.

## **REQUESTED COUNCIL ACTION**

Make motion and approve the 2020 Goodhue County Mutual Aid Fire Services Agreement for signing.

# GOODHUE COUNTY MUTUAL AID FIRE SERVICES AGREEMENT

This Agreement is entered into among the Cities of Kenyon, Pine Island, Zumbrota, Cannon Falls, Wanamingo, Goodhue, and Red Wing.

1. **Purpose.** This Agreement is made pursuant to Minnesota Statutes 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this Agreement is to make equipment, personnel and other resources available to one party from the other parties to this Agreement for the purpose of fire or emergency medical services.
2. **Definitions.**
  - a. "Party" means a political subdivision.
  - b. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
  - c. "Requesting Party" means a party that requests assistance from other parties.
  - d. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
  - e. "Responding Party" means a party that provides assistance to a Requesting Party.
  - f. "Assistance" means fire and/or emergency medical services personnel and equipment.
3. **Request for Assistance.** Whenever, in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.
4. **Response to Request.** Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources. The decision of the Responding Party or Official to respond shall be determined solely by the Responding Official and shall be conclusive. No liability to the Responding Party or Official shall result by failing to respond or provide assistance to the Requesting Party.
5. **Recall of Assistance.** The Responding Official, at his/her own sole discretion (or by order of the governing body of the Responding Party), may at any time recall assistance when it is determined that the Responding Party shall cease any further assistance. No liability to the Responding Party or Official shall result by the Responding Party's recall of assistance.
6. **Command of the Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction

and control of the commanding officer of the Requesting Party until the Responding Official withdraws assistance.

The employees, volunteers, or personnel of the Responding Party shall be, and are deemed to be, employees of the Responding Party and at no time shall they be deemed as employees, personnel, or volunteers of the Requesting Party, except as specified in Paragraph 9.

7. **Workers' compensation Insurance.**

a. Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, ~~covering its own personnel while they are providing assistance pursuant to this coverage,~~ covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

b. Liability Insurance. Each party shall maintain general liability insurance offering coverage in the minimum amounts set forth in Minnesota Statutes, Section 466.04, as amended, while performing acts outside of its jurisdiction pursuant to this Agreement.

8. **Damage to Equipment.** Each party shall be responsible for damages to or loss of its own equipment. 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 volunteers.

9. **Limits of Liability.**

a. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of the Requesting Party.

b. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement. The parties agree that liability under this Agreement is controlled by Minnesota Statutes § 471.59, subd. 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes § 466.04, subd. 1(a).

~~Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or~~

~~all of the parties may not be added together to determine the maximum amount of liability for any party.~~

- c. No party to this [aA](#)greement, or any employee, official, or volunteer of any party, shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this [aA](#)greement.

#### 10. Charges to the Requesting Party.

- a. Except as otherwise provided herein, no charges will be imposed or charged by a Responding Party to this [aA](#)greement for assistance rendered to a Requesting Party under the terms of this [aA](#)greement unless that assistance continues for a period of more than 12 hours. If assistance provided under this [aA](#)greement continues for more than 12 hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial 12 hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing the assistance for that amount.
- b. Notwithstanding the above, in the event the Requesting Party is authorized to and does ~~impose or~~ charge a third party for the costs of providing fire protection and fighting services for which a Responding Party renders assistance to the Requesting Party under this Agreement, the Requesting Party shall submit to any third party paying the costs of the fire services the Responding Party's statement of costs and shall pay to the Responding Party the amount of its costs within 30 days upon receipt of the same from the third party.
- c. Notwithstanding the above, a Responding Party shall be reimbursed by the Requesting Party for the actual costs of any supplies provided by the Responding Party in assisting the Requesting Party under the [aA](#)greement. The Requesting Party shall make full reimbursement within 30 days of receipt of an itemized statement or invoice of the actual costs of each supply.

11. **Duration.** This [aA](#)greement shall remain in force until and unless cancelled by another party upon thirty (30) days written notice to all other parties; provided that such cancellation shall only apply to the canceling party.

12. This Agreement may be amended or terminated at any time upon the agreement of all parties. Any such amendment shall be in writing and will be attached to this Agreement.

13. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

14. The provisions of this Agreement shall be severable, and if any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall remain in full force and effect.

**12.15. Effective Date and Execution.** Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. This [aA](#)greement is intended to supersede any prior agreement among the parties. Each party to this [aA](#)greement shall maintain a copy of an executed copy of this [aA](#)greement. Such copy shall be provided by the Secretary-Treasurer of the Goodhue County Fire Chiefs' Association.

This Agreement shall be effective as of the date that any two parties have executed this Agreement. This Agreement shall remain in effect for each party that has approved and executed the Agreement unless the party cancels the Agreement pursuant to Paragraph 11 above.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their respective corporate names by their duly authorized officers by authority of their respective governing bodies.

Attest:

City of \_\_\_\_\_

Mayor \_\_\_\_\_ Date: \_\_\_\_\_

Council Administrator \_\_\_\_\_ Date: \_\_\_\_\_

City Clerk \_\_\_\_\_ Date: \_\_\_\_\_

Fire Chief \_\_\_\_\_ Date: \_\_\_\_\_

RASW: 5574

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and control of the commanding officer of the Requesting Party until the Responding Official withdraws assistance.

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**7. Insurance.**

- a. Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
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Fire Chief \_\_\_\_\_ Date: \_\_\_\_\_

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