



STAFF REPORT

DATE: April 18, 2023

CONSENT

TO: City Council

FROM: Dustin Kalis, Fire Chief

AGENDA ITEM: Authorize Mutual Aid Agreement between the City of Lake Elmo Fire Department and the Fire Departments of St. Croix County, Wisconsin and Washington County, Minnesota

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

The purpose of this mutual aid agreement is to allow Lake Elmo Fire Department personnel to respond and provide aid to another city or fire department within Washington County in need of emergency response as permitted in Minnesota Statutes Sections 471.59 and 438.08. It also allows the Lake Elmo Fire Department personnel to respond or provide aid to another city or fire department within St. Croix County, Wisconsin in need of emergency response as authorized by Wisconsin Statutes Section 66.0303, subdivisions 2 and 3 (b). If needed, mutual aid would also be provided to the Lake Elmo Fire Department by these other fire departments.

ISSUE BEFORE COUNCIL:

Should the City Council authorize the Mayor and City Clerk to enter into the mutual aid agreement between the City of Lake Elmo Fire Department and the Fire Departments of St. Croix County, Wisconsin and Washington County?

PROPOSAL DETAILS/ANALYSIS:

This mutual aid agreement has been in place for many years and was most recently signed in 2015 by previous City administration and the previous Fire Chief. Additionally, a number of fire department leadership changes within Washington and St. Croix Counties have occurred. Due to these changes, the fire chiefs of the various departments feel the agreement should be updated and signed by current city leadership.

FISCAL IMPACT:

Cities requesting and providing aid are responsible for their own costs and compensation for any assistance arising from an emergency unless the emergency qualifies for Federal or State reimbursement.

RECOMMENDATION:

Staff recommends that the City Council authorize the Mayor, City Clerk and Fire Chief to enter into the mutual aid agreement between the City of Lake Elmo Fire Department, the Fire Departments of Washington County and the Fire Departments of St. Croix County, Wisconsin.

MUTUAL AID AGREEMENT
INCLUSIVE OF: THE FIRE DEPARTMENTS OF WASHINGTON COUNTY,
MINNESOTA (will list each dept) AND THE FIRE DEPARTMENTS OF ST. CROIX
COUNTY, WISCONSIN (will list each dept)

This Agreement is made pursuant to Minnesota Statutes §471.59 and Minnesota Statutes §438.08 and Wisconsin Statutes §66.0303, Subd. (2) and (3)(b) which authorize 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 political subdivisions from other political subdivisions during an emergency situation or for designated training activities.

Section 1. 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, and any associated and related training necessary to further the purpose of this Agreement.

Section 2. 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.

Section 3. 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.

Section 4. Recall of Assistance.

The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.

Section 5. Command of 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 Requesting Party until the Responding Official withdraws assistance.

Section 6. Workers' compensation.

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 dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Section 7. 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.

Section 8. Liability.

- a. For the purposes of Tort Liability, the employees and officers of the Responding Party are deemed to be employees 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.
- c. 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 its Home State 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.
- d. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under the laws of its Home State. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

- e. No party to this agreement nor any officer 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 agreement.
- f. For the purposes of training, and other than Workers' compensation claims as described in Section 6, the laws of the State where the training takes place will control disputes based upon claims of one party against the other.

Section 9. Charges to the Requesting Party.

- a. No charges will be levied by a Responding Party to this agreement for assistance rendered to a Requesting Party under the terms of this agreement unless that assistance continues for a period of more than 12 hours. If assistance provided under this agreement continues for more than 12 hours, the Responding Party may 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. Such charges are not contingent upon the availability of federal or state government funds.

Section 10. Duration.

This agreement will be in force from the date of execution and shall continue until terminated. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party or parties to the agreement.

Section 11. Amendments.

Any amendments to this agreement shall be in writing and signed by all parties.

Section 12. Agreement.

This agreement contains the entire agreement of the Fire Departments of Washington County Minnesota and the Fire Departments of St. Croix County Wisconsin. Any prior correspondence, memoranda or agreements are replaced in total by this agreement.

Section 13. Execution.

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. Each party to this agreement shall maintain a copy of an executed copy of this agreement.

**Washington County MN Departments included in this agreement are
as follows.**

Lower St. Croix Valley

St Paul Park Refinery

St. Paul Park

Newport

Cottage Grove

Woodbury

Oakdale

Lake Elmo

Bayport

Stillwater

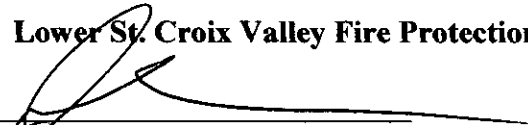
Marine on the St. Croix

Scandia

Mahtomedi

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body

Lower St. Croix Valley Fire Protection District


James Stanton Chairman

Lower St. Croix Valley FD


Kris Peterson, Fire Chief

Dated: 12-16, 2015

IN WITNES WHEREOF, the undersigned on behalf of their political subdivision or their corporation have executed this agreement pursuant to authorization by its governing body:

St. Paul Park Refinery Co. LLC



Tommy Chavez – Vice President & Refinery Manager



Dated: 1-29, 2019

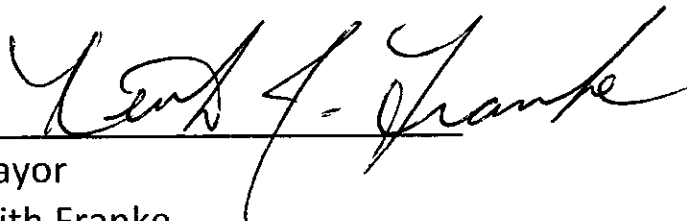


Tristan Saito – Fire Chief

Dated: 1/29, 2019

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

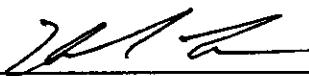
City of St Paul Park



Mayor
Keith Franke



City Administrator
Kevin Walsh

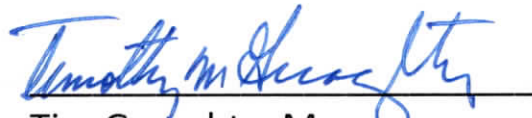


Fire Chief
Kurk Lee

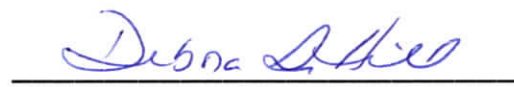
Date: 8/24/ 2015

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

City of Newport


Tim Geraghty, Mayor

Dated: May 10, 2015


Deb Hill, City Administrator

Dated: May 10, 2015


Steve Wiley, Fire Chief

Date: 5/15, 2015

Cottage Grove

Approved as to form and execution:

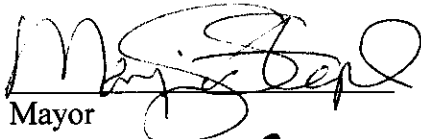
Karin Land 5/28/15
City Attorney/Date

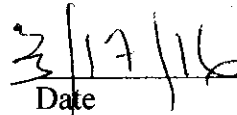
By My A. Long
Mayor
Date of Signature 5/20/15

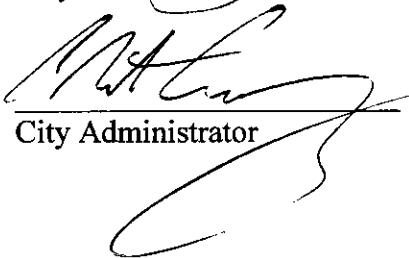
Attest [Signature]
City Clerk

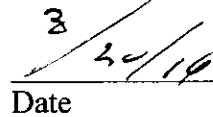
IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

City of Woodbury


Mayor

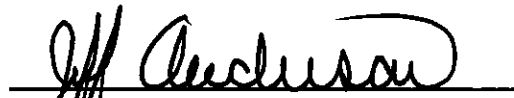

Date


City Administrator


Date

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

Oakdale Volunteer Fire Department Inc.


Jeff Anderson, Fire Chief


Jeff Mehlhorn, Secretary


Date: Aug, 26, 2015

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

City of Lake Elmo


Mike Pearson, Mayor


Adam Bell, City Clerk


Greg Malmquist, Fire Chief

Date: June 3, 2015



IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body.

City of Bayport


Mayor


City Administrator


Bayport Fire Chief

Dated: FEBRUARY 5, 2019

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

City of Stillwater

A handwritten signature in black ink, appearing to be 'Ted Kozlowski', written over a horizontal line.

Ted Kozlowski, Mayor

A handwritten signature in blue ink, appearing to be 'Diane Ward', written over a horizontal line.

Diane Ward, City Clerk

A handwritten signature in black ink, appearing to be 'Stuart W. Glaser', written over a horizontal line.

Stuart W. Glaser, Fire Chief

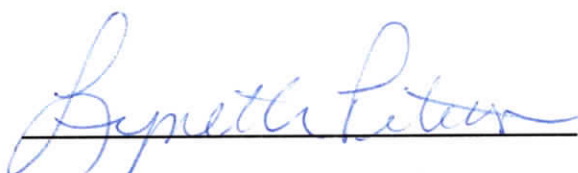
Date: 6, 2 2015

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

City of Marine on St. Croix

A handwritten signature in black ink, appearing to read "Glen Mills", written over a horizontal line.

Glen Mills, Mayor

A handwritten signature in blue ink, appearing to read "Lynette Peterson", written over a horizontal line.

Lynette Peterson, City Clerk

A handwritten signature in black ink, appearing to read "David Denn", written over a horizontal line.

David Denn, Fire Chief

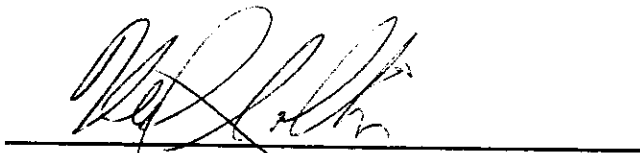
Dated this 9th day of April, 2015

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

City of Scandia, Minnesota



Randall Simonson, Mayor



Neil Soltis, Administrator / Clerk



Mike Hinz, Fire Chief

Date: Feb 2016

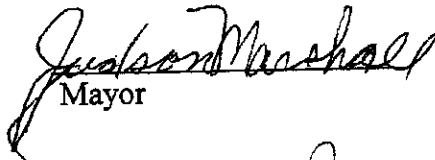
Mahtomedi Fire Department

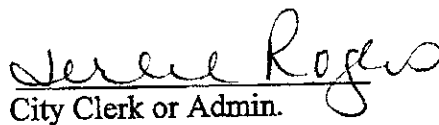


IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body.

MAHTOMEDI

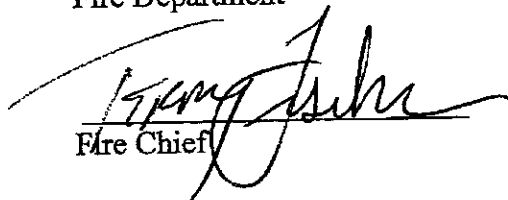
City of


Mayor


City Clerk or Admin.

MAHTOMEDI FIRE DEPARTMENT

Fire Department


Fire Chief

Dated: 8/30 2021

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

STATE OF MINNESOTA

A handwritten signature in black ink, appearing to read "Mark Dayton", is written over a horizontal line.

Its _____

Dated: Feb. 14, 2017

St. Croix County WI Departments included in this agreement are as follows.

St. Joseph

Hudson

River Falls

Roberts Warren Fire Association

Somerset

New Richmond

United Fire Protection District

Glenwood City

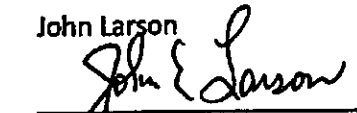
Lower St. Croix Valley Fire Department
Mutual Aid Agreement

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by it's governing body.

Glenwood City


City of

John Larson



Mayor

Shari Rosenow

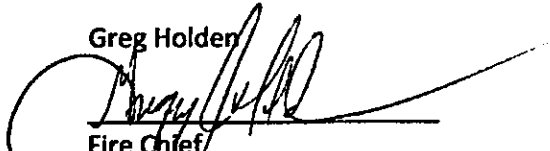


City Clerk or Admin.

Glenwood City

Fire Dept

Greg Holden



Fire Chief


Dated: March 8, 2019

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body

City of River Falls

A black ink signature of the Mayor, consisting of a stylized 'D' followed by a cursive 'e' and 'r'.

Mayor

A blue ink signature of the City Clerk, reading 'Lu Ann Hecht' in a cursive script.

City Clerk

Fire Department

A black ink signature of the Fire Chief, consisting of a stylized 'R' followed by a cursive 'h' and 'f'.

Fire Chief

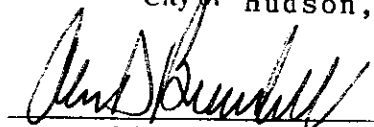
Dated: 9-27, 2016

STATE OF WISCONSIN

Its _____

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body

City of Hudson, WI



Mayor



City Clerk

Fire Department



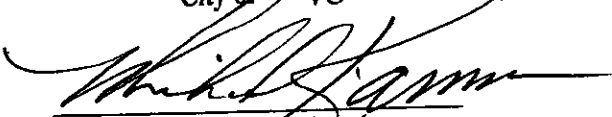
Fire Chief

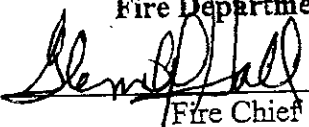
Dated: 7/1 /, 2015

STATE OF WISCONSIN

Its _____

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body

~~Town of~~
~~City of~~ Warren

~~Mayer~~ Chairman
Debra Shurna
~~Town~~ City Clerk

Fire Department
 Fire Chief
Roberts Warren Fire Assn


Dated: 5/18, 2015

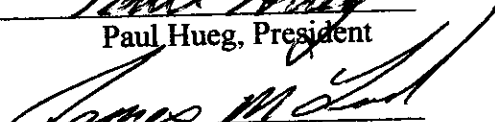
STATE OF WISCONSIN

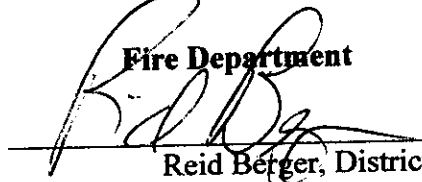
Its _____

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body

United Fire & Rescue District


Paul Hueg, President


James Lund, Secretary

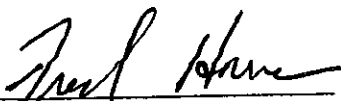
Fire Department

Reid Berger, District Chief

Dated: 8-12, 2015

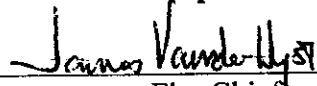
STATE OF WISCONSIN

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body

City of New Richmond


Mayor


City Clerk

Fire Department

Fire Chief

Dated: 7-20--, 2015

STATE OF WISCONSIN

Its _____

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body

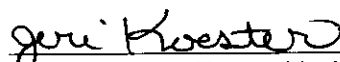
Village of Somerset


John Melvin – Village President


Felicia Germain – Village Clerk

Somerset Township


Ed Schachtner – Town Chair


Jeri Koester – Town Clerk

Somerset Fire/Rescue


Travis Belisle – Fire Chief

Dated: _____, 2015

STATE OF WISCONSIN

Its _____

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by it's governing body.

St Joseph
City of Town of

[Signature]
Mayor Town of

[Signature]
City Clerk or Admin.

St Joseph Fire / Reserve
Fire Dept

[Signature]
Fire Chief CHARLES LARITE

Dated: 5/9 2019

IN WITNES WHEREOF, the undersigned on behalf of their political subdivision or their fire department corporate has executed this agreement pursuant to authorization by its governing body:

Charles Cadenhead
Mayor
Date: _____

Julie Johnson
City Clerk
Date: _____

Dustin Kalis
Fire Chief
Date: _____

**CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA**

RESOLUTION 2023-040

*A RESOLUTION APPROVING A MUTUAL AID AGREEMENT INCLUSIVE OF THE FIRE
DEPARTMENTS OF WASHINGTON COUNTY, MINNESOTA AND THE FIRE
DEPARTMENTS OF ST. CROIX COUNTY, WISCONSIN*

WHEREAS, the City of Lake Elmo (the “City”) is authorized by Minnesota Statutes Section 471.59 to enter into agreements with other government entities which authorize the joint and cooperative exercise of powers common to the contracting parties; and

WHEREAS, the City would like to enter into a mutual aid agreement to allow Lake Elmo Fire Department personnel to respond and provide aid to other cities and fire departments within Washington County and cities and fire departments within St. Croix County, Wisconsin; and

WHEREAS, pursuant to Minnesota Statutes Section 438.08, the City Council may by resolution adopted by a five-sevenths vote authorize its Fire Department, or any portion thereof, to attend and serve at fires outside the limits of the City either within or without the state; and

WHEREAS, if needed, mutual aid would also be provided to the Lake Elmo Fire Department by these other fire departments; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Elmo as follows:

1. The Mutual Aid Agreement Inclusive of: The Fire Departments of Washington County, Minnesota and The Fire Departments of St. Croix County, Wisconsin is hereby approved (the “Mutual Aid Agreement”). The Mayor and City Clerk are authorized to sign the Mutual Aid Agreement.
2. Pursuant to Minnesota Statutes Section 438.08, the Lake Elmo Fire Department is authorized to serve at fires outside the limits of the City within the State of Minnesota and the State of Wisconsin in accordance with the terms of the Mutual Aid Agreement.

Passed and duly adopted this 18th day of April 2023, by the City Council of the City of Lake Elmo, Minnesota.

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk