

# **MUTUAL AID AGREEMENT**

## **INCLUSIVE OF: CITY OF LAKE ELMO, MINNESOTA AND CITY OF HUDSON, WISCONSIN**

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 cities of Bayport, Minnesota and Hudson, 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.

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

**Lake Elmo Fire Department**

\_\_\_\_\_  
Greg Malmquist, Fire Chief

Dated: \_\_\_\_\_, 2015

**STATE OF MINNESOTA**

\_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

**City of Hudson**

\_\_\_\_\_  
Allan Burchill, Mayor

\_\_\_\_\_  
Nancy Korson , City Clerk

**Hudson Fire Department**

\_\_\_\_\_  
Scott St. Martin, Fire Chief

Dated: \_\_\_\_\_, 2015

**STATE OF WISCONSIN**

\_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_, 2015