

# Blue Earth, Nicollet, and Le Sueur County Mutual Aid Agreement

## 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 political subdivisions from other political subdivisions.

## Definitions

1. "Party" means a political subdivision.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a party that requests assistance from other parties.
4. "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.
5. "Responding Party" means a party that provides assistance to a Requesting Party.
6. "Assistance" means (Check the type of assistance that will be provided):
  - a. Public Works personnel and equipment \_\_\_\_\_ X \_\_\_\_\_
  - b. Fire and/or Emergency Medical Services personnel and equipment X \_\_\_\_\_
  - c. Law enforcement personnel and equipment \_\_\_\_\_ X \_\_\_\_\_
  - d. Utility personnel and equipment \_\_\_\_\_ X \_\_\_\_\_
  - e. Public Health \_\_\_\_\_ X \_\_\_\_\_
  - f. Other personnel and equipment as listed below:  
\_\_\_\_\_

## Procedure

1. **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.
2. **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.
3. **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.
4. **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.

## **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.

## **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.

## **Liability**

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 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.
2. The Requesting Party agrees to defend, indemnify, and hold harmless the Responding Party against any claims brought or actions filed against the Responding Party or any elected official, 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.

For purposes of determining total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b), the Parties are considered a single governmental unit and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend, indemnify, and hold harmless a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend, indemnify, and hold harmless 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.

3. No party to this agreement nor any officer or elected official 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.

## **Charges to the Requesting Party**

1. 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 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.
2. Such charges are not contingent upon the availability of federal or state government funds.

## **Duration**

This agreement shall be in force for a period beginning January 1, 2025, for all parties executing the agreement before January 1, 2025.

This agreement shall be in force for a period beginning on the date and time of execution for all parties executing this agreement on or after January 1, 2025.

This agreement shall continue in force for all parties until January 1, 2030. Upon expiration of the initial 5-year term, and upon each anniversary thereafter, this Agreement shall automatically renew on the same terms and conditions for additional renewal terms of one (1) year each.

Any party may withdraw from this agreement upon thirty (30) days written notice to the other parties to the agreement.

## **Execution**

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. 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 in the same instrument.

# Mutual Aid Agreement

## Signature Page

The undersigned county/city hereby joins in this Mutual Aid Agreement. The collective copies of this agreement, executed by the various parties, shall have the same force and effect as if all parties had signed on a single page in a single document.

**COUNTY OF** \_\_\_\_\_

By: \_\_\_\_\_

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

By: \_\_\_\_\_  
Chairperson of the County Board

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

By: \_\_\_\_\_  
Administrator/Auditor

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

**CITY OF** \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

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

By: \_\_\_\_\_  
Administrator/Clerk

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