

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (“Agreement”) is made and entered into as of the date of execution by and between the City of Savage, a Minnesota municipal corporation; the City of Prior Lake, a Minnesota municipal corporation; the City of Elko New Market, a Minnesota municipal corporation; the City of Belle Plaine, a Minnesota municipal corporation; the City of Jordan, a Minnesota municipal corporation; the City of Shakopee, a Minnesota municipal corporation; the city of New Prague, a Minnesota municipal corporation; the Shakopee Mdewakanton Sioux Community, a federally recognized Indian tribe; and the City of Credit River, a Minnesota municipal corporation (each a ‘Party’ and collectively the ‘Parties’).

RECITALS

- A. The Parties recognize that there may be instances and occasions where fires are of such an intense nature and size that a Party’s fire department may require additional equipment and personnel to ensure the safety of people and property; and
- B. The Parties believe a joint cooperative effort to render mutual aid to each other on an as-needed basis by providing certain equipment and personnel will better ensure the safety of people and property; and
- C. The Parties desire to enter into an agreement to establish their respective duties and obligations in providing such mutual aid to one another.
- D. The Parties are authorized to enter into this Agreement pursuant to Minnesota Statutes § 471.59 and § 438.08.

NOW THEREFORE, in consideration of their mutual covenants, the Parties agree as follows:

Section 1: Definition of Terms

For the purposes of this Agreement, the terms defined in this section shall have the meaning given below:

Mutual Aid includes but is not limited to the provision of firefighting equipment and personnel by a Party to a requesting Party in instances of emergency or non-emergency situations rendered by personnel attached to a Party’s firefighting department, including the use of fire fighting and training personnel and associated equipment and facilities provided in connection with a prescribed burn.

Emergency means a sudden and unforeseen situation requiring immediate action.

Parties means the cities which are signatories to this Agreement and the Shakopee Mdewakanton Sioux Community, also a signatory to this Agreement.

Requesting Party means a Party that requests mutual aid assistance from any one or more of the other Parties to this Agreement.

Requesting Official means the Fire Chief, Assistant Fire Chief, or any other person designated by a Party who is responsible for requesting mutual aid assistance from one or more of the other Parties.

Responding Party means a Party who provides mutual aid assistance to a Requesting Party.

Responding Official means the person designated by a Party who is responsible to determine whether and to what extent that Party can provide mutual aid assistance to the Requesting Party.

Section 2: Term and Termination

This Agreement shall be effective upon execution by all Parties (hereinafter “Effective Date”) and shall be automatically renewed on the anniversary of the Effective Date each year. If a Party elects to withdraw from this Agreement, said Party must provide sixty (60) days’ written notice to all other Parties of its intent to withdraw from this Agreement. The original Agreement will continue under its terms with the remaining Parties.

Section 3: Procedures

- A. Request for Assistance. Whenever, in the opinion of a Requesting Official, there is an Emergency need for mutual aid assistance, the Requesting Official may call upon any Responding Official of any other Party to furnish such assistance.
- B. Response to Request. Upon the request for mutual aid from a Requesting Party, the Responding Official may authorize and direct such party’s personnel to provide such assistance to the Requesting Party. This decision will be made at the sole discretion of the Responding Official, upon consideration of the needs of the Responding Party, and the availability of resources.
- C. Equipment and Personnel. A Responding Party, if possible, shall provide the Requesting Party with: (i) at least one (1) pumping apparatus capable of delivering no less than 1,200 gallons of water per minute and (ii) at least three (3) non-probationary firefighters qualified per pumping apparatus.

Section 4: Workers’ Compensation

Each Party shall be responsible for injuries and death to its own personnel. Each Party will maintain workers’ compensation insurance or self-insurance coverage, covering its own personnel while they are providing mutual aid assistance pursuant to this Agreement. Each Party waives the right to sue any other party for any workers compensation benefits paid to its own employees 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.

Section 5: 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 damages 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 6: Liability

- A. 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.
- 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 mutual aid assistance in responding to a request for such assistance by the Requesting Party pursuant to this Agreement.
 - 1. Under no circumstance 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 § 466 applicable to any one Party. The liability limits may not be aggregated to increase the amount of liability for any Party.
 - 2. 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 and requirements under Minnesota Statutes § 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims against multiple defendants from a single occurrence to be defended by a single attorney.
- C. No Party to this Agreement, nor any officer or official of any Party, shall be liable to any other Party or to any other person for failure of any Party, to furnish mutual aid assistance to any other Party, or for recalling such assistance.

Section 7: Changes to the Requesting Party

No charges will be levied by a Responding Party to this Agreement for mutual aid assistance rendered to a Requesting Party under the terms of this Agreement unless such assistance continues for a period of more than 48 hours, or the Parties have previously agreed to certain charges. If mutual aid assistance provided under this Agreement continues for more than 48 hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any such assistance provided after the initial 48-hour period, including salaries, overtime, materials and supplies, and necessary expenses, and the Requesting Party will reimburse the Party providing the assistance.

Section 8: Notices

Any notices to be given hereunder shall be sent to the other party/parties via registered or certified mail, to the addresses set forth below:

Shakopee Mdewakanton Sioux Community
Attn: Tribal Chairman (Cole Miller)
2330 Sioux Trail NW
Prior Lake, MN 55372

City of Prior Lake
Attn: Mayor (Kirt Briggs)
4646 Dakota St SE
Prior Lake, MN 55372

City of Savage
Attn: Mayor (Janet Williams)
6000 McColl Drive
Savage, MN 55378

City of Shakopee
Attn: Mayor (Matt Lehman)
485 Gorman St.
Shakopee, MN 55379

City of Jordan
Attn: Mayor (Mike Franklin)
210 East First Street
Jordan, MN 55352

City of Belle Plaine
Attn: Mayor (Michael Woletz)
218 North Meridian Street
P.O. Box 129
Belle Plaine, MN 56011

City of New Prague
Attn: Mayor (Duane J. Jirik)
118 Central Ave N
New Prague, MN 56071

City of Elko New Market
Attn: Mayor (Joe Julius)
601 Main Street
Elko New Market, MN 55020

City of Credit River
Attn: Mayor (Chris Kostik)
18985 Meadow View Boulevard
Prior Lake, MN 55372

Section 9: Miscellaneous

- A. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.
- B. Signing of Agreement. This Agreement may be signed in counterparts and on different dates by each party without affecting the validity thereof, and which together shall form a fully executed Agreement.
- C. Other Agreements. This Agreement shall be read in conjunction with, and shall not be read to invalidate, any other Mutual Aid or Cooperate Agreement to which the Parties are or may be a Party.
- D. Integration. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations, or agreements between the Parties regarding the subject matter hereof, whether written or oral.

IN WITNESS WHEREOF, the Parties have entered in this Agreement as of the date of execution.

Shakopee Mdewakanton Sioux Community
Attn: Tribal Chairman (Cole W. Miller)
2330 Sioux Trail NW
Prior Lake, MN 55372

Date:

City of Prior Lake
Attn: Mayor (Kirt Briggs)
4646 Dakota St SE
Prior Lake, MN 55372

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Attn: Mayor (Janet Williams)
6000 McColl Drive
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Attn: Mayor (Matt Lehman)
485 Gorman St.
Shakopee, MN 55379

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City of Jordan
Attn: Mayor (Mike Franklin)
210 East First Street
Jordan, MN 55352

Date: _____

City of Belle Plaine
Attn: Mayor (Michael Woletz)
218 North Meridian Street
P.O. Box 129
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118 Central Ave N
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