

South East Region Counties / Region One Counties 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 that has signed this agreement.**
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 municipal personnel and equipment. Below is a list of examples but is not all encompassing:
 - a. Public Works personnel and equipment
 - b. Fire and/or emergency medical services personnel and equipment
 - c. Law enforcement personnel and equipment
 - d. Utility personnel and equipment
 - e. Emergency Management Personnel
 - f. Public Health personnel and equipment
 - g. Mental Health personnel and equipment
 - h. Administrative personnel and equipment
 - i. Communications personnel and equipment
 - j. Specialized responders and equipment such as HAZMAT
7. "Regional Cache" means supplies or equipment purchased with grant money by Southeast Region One Emergency Management. These items are normally held by one county for use by all counties in the region.

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. This request should be made in accordance with the Requesting Party's emergency operations plan through the Responding Party's Emergency Management Director or Emergency Operation Center if it is activated.
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. Regardless of the decision, the Responding Party will advise the Requesting Party of the decision made as soon as possible but no later than 24 hours after the request is received.
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.

5. Contact Information. All parties will keep all other parties informed of the contact information for their Responding Officials.

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 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.

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 anyone 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.

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 Minnesota Statutes Chapter 466. 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.

3. No party to this agreement or 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.

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 8 hours. If assistance provided under this agreement continues for more than 8 hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial 8 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. If a Requesting Party asks a Responding Party for Regional Cache assets, any supplies used will be replenished by the Requesting Party regardless of the time frame. Additionally, if the equipment used needs repair or service after the event, the Requesting Party will be responsible for these costs and will either pay for the repair/service directly or reimburse the Responding Party for such costs.

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

Duration

This agreement will be in force for a period of 10 (ten) years from the date of execution. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party or parties to the agreement.

Execution

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

DATE	BY	TITLE	GOVERNMENTAL UNIT
			County of Blue Earth
			County of Dodge
			County of Faribault
			County of Fillmore
			County of Freeborn
			County Goodhue
			County of Houston
			County of LeSueur
			County of Mower
			County of Nicollet
			County of Olmsted
			Prairie Island Indian Comm.
			County of Rice
			County of Steele
			County of Wabasha
			County of Waseca
			County of Winona