

## MUTUAL AID AGREEMENT TO PROVIDE FOR THE AUTOMATIC DISPATCH OF THE CLOSEST EMERGENCY RESPONSE UNIT REGARDLESS OF JURISDICTIONAL BOUNDARIES

This Mutual Aid Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 by the City of Vadnais Heights and among Cities of Fridley, Saint Anthony, Saint Paul, Roseville, Little Canada Fire Department Inc., Maplewood, North Saint Paul, New Brighton, White Bear Lake, and the Lake Johanna Fire Department Inc. (collectively the “Cities” or “Parties” and individually the “City” or the “Party”).

### RECITALS

- A. The Cities/Parties desire to enter into this Agreement to authorize their respective fire departments to provide, and for the participating Cities/Parties to receive, automatic mutual aid to dispatch the closest equipment and personnel to emergency events to provide assistance in the form of fire, rescue, and related services;
- B. The Cities/Parties are authorized under Minnesota Statutes, section 471.59 to cooperatively exercise their commonly held powers and mutual aid agreements are critical to providing and supporting emergency services;
- C. The Cities/Parties determine that providing for the automatic dispatch of the closest emergency unit as is authorized in this Agreement is in their best interests and they desire to create an opportunity for other cities and towns to participate in this Agreement.

### AGREEMENT

In exchange for the mutual promises made herein, the Parties hereby agree as follows:

#### I. DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this section shall have the meanings given them below.

1. “Agency” means the fire department, fire station, or fire unit called upon to provide Assistance to an Emergency Event.
2. “Assistance” means the provision of fire personnel and equipment in response to an Emergency Event.
3. “Dispatcher” means the person at the applicable public safety access point that receives reports of Emergency Events and selects the appropriate Agency to respond to and provide Assistance for the Emergency.
4. “Emergency” any request for fire department assistance.

5. "Emergency Events" means any Emergency incident in which an Agency may be called upon by a Dispatcher to provide Assistance within the scope of the Agency's service capabilities as determined by the respective member Cities and communicated in writing to the Emergency Communications Center.
6. "President" means the president of the Ramsey County Fire Chiefs Association.
7. "Protection Area" means the area within the Cities of Vadnais Heights, Fridley, Saint Paul, Roseville, Little Canada, Maplewood, Saint Anthony, Falcon Heights, North Saint Paul, North Oaks, Shoreview, Arden Hills, Lauderdale, New Brighton, and any additional city or town that joins this Agreement as provided herein.
8. "Requesting Party" means a Party which requests assistance from another Party to this Agreement and each such responding Party is considered a Sending Party.
9. "Sending Party" means a Party called upon to provide Assistance to another Party and which actually provides Assistance to the Requesting Party.
10. "Specialized Activities" means the provision of non-emergency assistance including, but not limited to, training of personnel and associated equipment and facilities.

## II. AUTHORIZATION

Each of the Cities participating in this Agreement hereby authorize their respective fire Agencies to respond to and receive automatic mutual aid services pursuant to the terms of this Agreement and to otherwise take such actions as are needed to provide and receive Assistance as provided herein.

## III. TERM AND TERMINATION

This Agreement shall be effective as of the date first written above and shall be ongoing until terminated as provided herein. Each City shall act by resolution to adopt this Agreement and shall forward a fully executed copy of its resolution and a signed original of this Agreement to the President of the Ramsey County Fire Chiefs Association.

Any Party may act by resolution to opt out of its participation in this Agreement. No such resolution shall be effective until the Party provides at least 60 days' written notice of termination to the President, the applicable County Emergency Communications Center, and each of the other Parties. The resolution must indicate the date of withdrawal from this Agreement, which must be sufficiently in the future to allow for the 60 day notice. The notice shall include a fully executed copy of the termination resolution.

## IV. AUTOMATIC MUTUAL AID PROCEDURE

1. Whenever a Party to this Agreement receives a call for Assistance for an Emergency Event occurring within its jurisdictional boundaries, that call will automatically be

dispatched to the Agency having primary jurisdiction, as well as to any Agency for which the Dispatcher or Computer Aided Dispatch System (CAD) determines may provide a more timely response. The Sending Party shall respond to the call and make necessary Assistance available without undue delay. The typical response from the Sending Party shall be one apparatus and crew.

The extent of Assistance provided by the Sending Party shall be determined solely by the Sending Party based on its established response criteria and procedures. In the event a Sending Party determines it will not be able to provide Assistance, the fire official for the Agency making that determination shall immediately notify the Requesting Party.

2. The first arriving unit shall be in command of the emergency scene, until relieved by the Requesting Party. The Sending Party's fire official shall retain direction and control of the Sending Party's fire personnel and equipment on the scene.
3. Each Party, whether it be the Requesting Party or a Sending Party, shall be responsible for injuries or death of its own personnel. Each Party shall 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 the other Party for any workers compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees.
4. Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue the 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 the other Party or its officers, employees, or volunteers.
5. Specialized Activities of non-emergency nature may be requested and/or provided by both parties to the Agreement. There is no obligation on the part of a Sending Party to provide Specialized Activities.
6. No charge shall be made to either party for Assistance rendered under this Agreement for incidents with duration under eight (8) hours. Provided, however, that in the event the Requesting Party is reimbursed for said personnel, equipment, or any other costs from a party or parties responsible for the Emergency, or is otherwise reimbursed by a third party source, then reimbursement, on a pro-rata basis, shall be made to the Sending Party for any equipment or personnel charges.

## V. COOPERATIVE IMPLEMENTATION

The Parties agree to work in good faith through their respective Agencies to cooperatively establish any specific response criteria or procedures as they may determine are needed to implement this Agreement. Such criteria and procedures do not necessarily need to be the same for each Party, but they shall not be contrary to the

primary purpose of this Agreement. Each Party shall be responsible for communicating in writing its response criteria and procedures to each of the other Cities, the President, and the applicable County Emergency Communications Center.

## VI. LIABILITY AND INDEMNIFICATION

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party. For all other purposes, all personnel remain the employees of their respective Party during the performance of duties under this Agreement.
2. The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against the Sending Party or any officers, employees, or volunteers of the Sending Party for injury to or death of any third person or persons, or damage to the property of any third person or persons, arising out of the provision of Assistance by the Sending Party under 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 any one Party. As provided in Minnesota Statutes, section 471.59, subdivision 1a, for the purposes of determining total liability the Parties shall be considered a single governmental unit and the total liability for the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes, section 466.04, subdivision 1. Nothing in this Agreement shall be interpreted as any of the Parties waiving any exemptions or limitations on liability available to them under law.

The intent of the indemnification requirement of this section is to impose on each Requesting Party a limited duty to defend and indemnify any Sending Party for claims arising within the Requesting Party's jurisdiction subject to the liability limits under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of liability claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to the defended by a single attorney.

3. 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.

## VII. ADDING MEMBERS

Any other city/town/fire department corporation adjacent to the Protection Area may join this Agreement upon the written consent of all of the existing Parties to this Agreement that abut upon the boundaries of the joining Party, the adoption by the joining Party a resolution authorizing execution of this Agreement, and the filing of a copy of the

executed resolution and this Agreement with the President. The Ramsey County Fire Chiefs may impose reasonable conditions on the admission of additional cities and establish procedures for removal of a Party for cause. The addition of a Party to this Agreement as provided herein does not require an amendment to this Agreement. The joining Party shall become subject to the terms and conditions of this Agreement as of the effective date of its participation in the sharing of services under this Agreement as determined by the President.

#### VIII. MISCELLANEOUS

1. This Agreement may be amended by written agreement of the all of the Parties.
2. The Parties will execute this Agreement in any number of duplicate originals, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. Each Party will deliver enough executed counterpart signature pages so that all of the Parties will have a fully executed original of this Agreement. The President will coordinate the delivery of the signature pages and compiling and delivering originals of the Agreement to each of the Parties.
3. This Agreement is made under the law of the State of Minnesota.
4. This Agreement is entered into for the benefit of the Parties and is not intended to provide any rights to any third parties.
5. This Agreement is not exclusive and is not intended to replace any other mutual aid agreements any of the Parties may have in place.

#### IX. EXECUTION

Each Party has read, agreed to, and executed this Agreement on the date indicated below.

[signature pages follow]

CITY OF VADNAIS HEIGHTS

Adopted on the \_\_\_\_ day of \_\_\_\_\_, 2021.

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_