

**Sherburne County Fire Departments
Fire Chiefs Association**

Joint Cooperative Agreement

Purpose

This Joint Cooperative Agreement (“Agreement”) is made pursuant to Minnesota Statutes 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent is to make equipment, personnel, and other resources available to political subdivisions from other political subdivisions. Such equipment, personnel and other resources may be made available automatically or pursuant to a request as set forth below.

Definitions

1. **Assistance** means fire and/or emergency medical services personnel and equipment that are provided automatically or upon request.
2. **Automatic Aid** is simultaneous assistance that is pre-arranged by the Parties and is provided automatically for Emergency Events.
3. **Emergency** means a sudden and unforeseen situation requiring immediate action.
4. **Mutual Aid** means the request for assistance by another Party after the initial response has been made.
5. **Requesting Official** means the person designated by a Party who is responsible for requesting Assistance from other Parties.
6. **Requesting Party** means a Party that requests assistance from other Parties and the Party to whom assistance is dispatched in cases of automatic aid.
7. **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.
8. **Responding Party** means a party that provides assistance to a Requesting Party.
9. **Party or Parties** means the political subdivisions which have entered into this Agreement.
10. **Specialized activities** mean non-emergency assistance to include but not limited to: fire investigators, fire inspectors, fire educators, fire instructors, training personnel and associated equipment and facilities.

Procedures

1. **Automatic Aid.** Those parties to this agreement which have entered into a separate Automatic Aid agreements will be dispatched to and respond to all Emergency Events

beyond their territorial limits as pre-determined by the Parties if resources are available to respond to the event.

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. Specialized activities of a non-emergency nature may be requested and/or provided by the parties to this agreement.
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. The decision will be made after considering the needs of the Responding Party and the availability of resources. No responding party shall be required to respond to a request for assistance.
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.
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. All mutual aid operations will be carried out according to the National Incident Management System (NIMS).

Worker's Compensation

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain worker's 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 worker's compensation benefits paid to its own employee or volunteer of their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Liability

1. For the purpose of the Minnesota Municipal Tort Liability Act (Minnesota Statute 466) the employees and officers of the Responding Party are deemed to be employees (as defined in Minnesota Statute 466.01, subdivision 6) of the Requesting Party.
2. The Requesting Party agrees to defend and indemnify the Responding Party against 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 of liability established in Minnesota Statutes Chapter 466 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.

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 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.

Charges to the Requesting Party

Subdivision 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 eight (8) hours. If assistance provided under this agreement continues for more than eight (8) hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial eight (8) hour period, including: salaries, overtime, materials and supplies, and other necessary expenses. The Requesting Party will reimburse the Party providing the assistance for the amount listed on the itemized bill.

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

Duration

This Agreement will be in force from the date of execution by any two Sherburne County cities. Any Sherburne County city may join this joint cooperation entity at any time via passage of this Agreement and execution of the same. 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.

Fee schedule will be consistent with the Minnesota DNR Fire Department Equipment Rates. (Attachment A)

Town of Baldwin

Board Chairperson

Fire Chief

Date

Becker Fire District

Board Chairperson

Fire Chief

Date

City of Big Lake

Mayor

Fire Chief

Date

City of Clear Lake

Mayor

Fire Chief

Date

City of Elk River

Mayor

Fire Chief

Date

Zimmerman/Livonia Fire District

Board Chairperson

Fire Chief

Date

City of Princeton

Mayor

Fire Chief

Date

City of Sauk Rapids

Mayor

Fire Chief

Date