

RESOLUTION 21-35

**APPROVING A MUTUAL AID AGREEMENT BETWEEN
THE CITY OF ISANTI AND THE CITY OF PRINCETON
FOR THE SHARING OF EQUIPMENT AND PERSONNEL RESOURCES**

WHEREAS, an agreement has been developed pursuant to Minnesota Statutes 471.59 that authorizes the joint and cooperative exercise of powers common to contracting parties; and,

WHEREAS, the intent of the agreement is to make equipment, personnel and other resources available to a political subdivision from another political subdivision; said political subdivisions being the City of Isanti and the City of Princeton;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Princeton, Minnesota, as follows:

1. That the Mutual Aid Agreement Between the City of Isanti and the City of Princeton attached as 'Exhibit A' is approved.
2. Mayor and City Administrator are hereby authorized to execute said document.

This resolution was duly adopted by the Princeton City Council this 24th day of June 2021.

Attest:

Mayor Thomas Walker

Shawna Tadych
City Clerk

Exhibit A

City of Princeton and City of Isanti, Minnesota Mutual Aid Agreement

Purpose

This Agreement is made pursuant to Minnesota Statutes, Section 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 governmental units from other governmental units.

Definitions

“Party” means a governmental unit as defined by Minnesota Statutes, Section 471.59, subd. 1.

“Parties” shall collectively mean more than one Party.

“Requesting Official” means the person designated by a Party who is responsible for requesting Assistance from other Parties.

“Requesting Party” means a Party that requests Assistance from other Parties.

“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.

“Responding Party” means a Party that provides Assistance to a Requesting Party.

“Assistance” means (Check the type of assistance that will be provided):

- ✓Public works personnel and equipment:
- ✓Law enforcement personnel and equipment:
- ✓Utility personnel and equipment:
- ✓Other personnel and equipment as listed below:
Building Inspectors, Administration, Finance, or Public Information Officer

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 that 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 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.

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. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 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.
3. 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.
4. The intent of this subdivision is to impose on each Requesting Party a 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.
5. 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

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 48 hours. If Assistance provided under this Agreement continues for more than 48 hours, the Responding Party will 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. 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 will be in force for a period of five 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. (Expiration Date: June 30, 2026)

Execution

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

Date: _____

Entity: City of Isanti

By: Jeff Johnson
Title: Mayor

By: Josi Wood
Title: City Administrator

Date: _____

Entity: City of Princeton

By: Thom Walker
Title: Mayor

By: Michele McPherson
Title: City Administrator

Appendix A Charges

Response to mutual aid: First forty-eight hours are free

After the first forty-eight hours charges will be based upon equipment and personnel as follows:

Police/Equipment	Police Hourly Rate
Officer & Car	\$75.00
Officer	\$68.00

Public Works Charges

Labor Rate – Regular Time	Per hour minimum charge of ½ hour	\$40.00
Labor Rate – Over Time	Per hour minimum charge of 2 hours	\$60.00
Loader (with one operator)	Per hour	\$90.00
Skidsteer (with one operator)	Per hour	\$75.00
Skidsteer with attachment snow blower, brush cutter, broom, grapple bucket or other (with one operator)	Per hour	\$125.00
Dump Truck (with one operator)	Per hour	\$85.00
Street Sweeper (with one operator)	Per hour	\$85.00
Bucket Truck (two people required per OSHA included in hourly rate)	Per hour	\$175.00
Progressive Mower	Per Hour	\$65.00
One-ton truck (with one operator)	Per hour	\$65.00
Vactor Sewer Cleaning Truck (with two operators as required by OSHA)	Per hour	\$155.00
Air compressor or portable generator	Per hour	\$65.00