



Board of County Commissioners Agenda Request

3B
Agenda Item #

Requested Meeting Date: 08/08/2017

Title of Item: Mutual Aid Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by: Sheriff Scott Turner	Department: Sheriff's Office
--	--

Presenter (Name and Title): Sheriff Scott Turner	Estimated Time Needed: 5 minutes
--	--

Summary of Issue:

Please see the attached memoranda and information concerning a Region 2 Mutual Aid Agreement.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Approve Region 2 Homeland Security and Emergency Management Mutual Aid Agreement and authorize Board Chair and Emergency Manager signatures.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, Room 185
Aitkin, MN 56431

218-927-7435 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

MEMO

TO: Aitkin County Board of Commissioners DATE: August 1, 2017

FROM: Sheriff Scott Turner RE: Region 2 Mutual Aid

Attached is a copy of the Region 2 (Arrowhead Region – Northeast Minnesota) mutual aid agreement. It allows us to share in personnel resources in the event that any of the participating counties experiences an event that would require assistance from any of the others.

It is standard language and does not obligate us to do anything, but rather allows us to assist and more importantly, allows others to assist us during such an event. Many times across the State of Minnesota neighboring jurisdictions help out each other. This is an updated memorandum that formalizes that process.

Looking for authorization for the board chair and emergency manager to sign this agreement.

Any questions, please do not hesitate to call.

Thanks



**REGION 2 HOMELAND SECURITY AND EMERGENCY MANAGEMENT
MUTUAL AID AGREEMENT**

THIS AGREEMENT made and entered into between the Parties listed in paragraph 2, who execute this Agreement, each acting by and through its governing body pursuant to Minnesota State Statue 471.59, which authorizes the joint cooperative exercise of powers common to contracting parties.

1. ESTABLISHMENT AND NAME.

The Parties hereby establish the Region Two Homeland Security and Emergency Management Mutual Aid Agreement through the Arrowhead Region Emergency Management Association.

2. PARTIES.

The Parties to this Agreement shall consist of as many entities in Region 2 that approve this Agreement and execute a separate signature page. At the time an entity executes this Agreement and receives a majority vote by the Arrowhead Region Emergency Management Association, it shall be deemed a Party to this Agreement. The Arrowhead Region Emergency Management Association consists of the following governmental units:

County of Aitkin
County of Carlton
County of Cass
County of Cook
County of Crow Wing
County of Itasca
County of Kanabec
County of Koochiching
County of Lake
County of Pine
County of Saint Louis

Tribe of Bois Forte
Tribe of Fond du Lac
Tribe of Grand Portage
Tribe of Leech Lake
Tribe of Mille Lacs

City of Duluth



Arrowhead Region Emergency Management Association

Est. 1982

3. PURPOSE.

Acting pursuant to Minnesota State Statute 471.59 which authorizes the joint cooperative exercise of powers, the Parties intend to make Homeland Security and Emergency Management equipment, personnel, and other resources available to each Party upon its request to the Parties.

4. DEFINITIONS.

4.1 – Assistance means making Homeland Security and Emergency Management equipment, personnel, and other resources available to another Party.

4.2 – Party means an entity that has executed this agreement.

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

4.4 – Requesting Party means a Party that requests Assistance from other Parties.

4.5 – 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.

4.6 – Responding Party means a Party that provides Assistance to a Requesting Party.

5. PROCEDURE.

5.1. 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 or Parties to furnish Assistance.

5.2. Response to Request. Upon the request for Assistance from a Requesting Party, the Responding Official may authorize and direct its personnel to provide Assistance to the Requesting party. Whether the Responding Party provides Assistance and, if so, to what extent shall be determined by the Responding Official.

5.3. Recall of Assistance. The Responding Official may at any time recall such Assistance when in the Responding Official's best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interest of the Responding Party to do so.

5.4. Command of Scene. The Requesting Party shall be in command of the emergency scene. The equipment and personnel of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws Assistance. In the event of an emergency which occurs in or crosses the boundaries of more than one jurisdiction, a joint command of the affected jurisdictions should be established.



6. CHARGE TO THE REQUESTING PARTY.

6.1. Items Compensable. The Requesting Party agrees to compensate the Responding Party as specified in this Agreement and in other Agreements that may be in effect between the Parties. Charges to the Requesting Party from the Responding Party shall be the actual expenses and at reasonable and customary rates for:

- a. Equipment;
- b. Personnel;
- c. Transportation;
- d. Meals, lodging, and other related expenses.

6.2. Time Frame. (MS 471.59 (Subd. 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, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial 8 hours period, including salaries, overtime, equipment, materials, and supplies and other necessary expenses; and the Requesting Party will reimburse the Party providing the Assistance for that amount.

6.3. Contingency. (MS 471.59 (Subd. 2)) Such charges are not contingent upon the availability of federal or state government funds.

6.4 Invoice Time. The Responding Party shall submit an invoice to the Requesting Party within 90 days of return to the home work station for all equipment, personnel, and related expenses of the Responding Party. The Requesting Party shall pay the invoice within 45 days, unless disputed. An undisputed amount shall be paid within the 45 day period.

7. DISCRETIONARY ASSISTANCE.

Providing Assistance is entirely at the discretion of the Responding Party. This Agreement to provide Assistance is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

8. WORKER'S COMPENSATION.

Each Party shall be responsible for injuries or death to 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 employees or volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.



9. LIABILITIES.

9.1. For the purposes of the Minnesota Municipal Tort Liability Act (MS 466), the employees of the Responding Party are deemed to be employees (as defined in MS 466.01, Subd. 6) of the Requesting Party.

9.2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party, or any 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 for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party.

9.3. 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 MS 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.

9.4. No Party to this Agreement or any employee 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.

10. DAMAGE TO EQUIPMENT.

Each Party shall be responsible for damage to its own equipment. Each Party waives the right to sue any other Party for any damage to its equipment, even if the damage was caused wholly or partially by the negligence of any other Party or its employees or volunteers.

11. ADDITIONAL PARTIES.

Counties which are adjacent to a Party to this Agreement may become a Party to this Agreement by executing a separate agreement to be bound by the terms and conditions of this Agreement.

12. WITHDRAWAL.

Any Party may withdraw from this Agreement by providing 30 day notice to the Responding Official of all other Parties of its desired withdrawal.



Arrowhead Region Emergency Management Association

Est. 1982

13. CONTACTS.

Each Party shall notify all other Parties of the name, title, address, and telephone number of the authorized Requesting Official and authorized Responding Official.

Any Party changing a Requesting Official or Responding Party shall immediately notify all other Parties of such change.

Any new Party shall immediately notify all other Parties of the above information regarding the authorized Requesting Official and authorized Responding Official.

14. NOTICES.

All notices and other communications required herein shall be by mailed notice, properly addressed, with postage prepaid, to the last known address of the Requesting Official. Notices and other communications to be effective on date of mailing.

15. EXECUTION/COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

16. DURATION.

This Agreement will be in force until terminated by any Party hereto. Any Party may withdraw from this Agreement and terminate this Agreement with respect to it upon thirty days (30) written notice to the other party or parties to the Agreement.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the date shown on their execution.

(See attached pages for executions)



Arrowhead Region Emergency Management Association

Est. 1982

REGION 2 HOMELAND SECURITY AND EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT

The _____, having duly approved this Agreement on the
_____ day of _____ 2017, and pursuant to such approval, the parties hereto agree
to be bound by the provision herein set forth.

_____, **Minnesota**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____