



Board of County Commissioners Agenda Request

2M
Agenda Item #

Requested Meeting Date: August 26, 2025

Title of Item: Mutual Aid Agreement 2025-2027 Contract No. 90509

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
Submitted by: Paula Arimborgo		Department: H&HS Administration
Presenter (Name and Title): N/A		Estimated Time Needed: N/A
Summary of Issue: This Mutual Aid Agreement builds upon the existing agreement within our AIK CHB and broadens our capacity to request or extend mutual aid to county and tribal partners across the Northeast region of Minnesota. In the event of a sudden emergency or disaster that overwhelms a participating county or tribe - whether due to the scale of the incident or the strain on their own resources - this agreement allows the affected jurisdiction to request personnel, equipment, and/or supplies to support their response efforts. The agreement establishes the roles, responsibilities, and liabilities of both the requesting and responding parties. It also serves as the formal written agreement required by FEMA to ensure eligibility for reimbursement of qualified costs incurred during a qualifying emergency. This agreement has been review and approved by the Aitkin County Attorney.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Recommend approval of Mutual Aid Agreement 2025-2027 Contract No. 90509		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Mutual Aid Agreement for Public Health and Human Services and the Use of Resources including Personnel and Equipment

THIS AGREEMENT is made and entered into between Aitkin County; Bois Forte Band of Chippewa; Carlton County; Cook County; Fond du Lac Band of Lake Superior Chippewa; Grand Portage Band of Lake Superior Chippewa; Itasca County; Koochiching County; Lake County; Leech Lake Band of Ojibwe; and St. Louis County, (collectivity referred to as “Parties” and individually as “Participating Party” or “Party”). The Parties are governmental units as defined in Minnesota Statutes Section 471.59, subd. 1(b).

Aitkin County, Carlton County, Cook County, Itasca County, Koochiching County, Lake County, and St. Louis County, (collectivity referred to as “County Parties” and individually as “County Party”), are political subdivisions of the State of Minnesota and acting pursuant to the authority granted under Minnesota Statutes, Section 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties; and Section 12.27, subd. 3, which authorizes mutual aid arrangements for dispatch of resources to be authorized by a local delegation of authority.

Bois Forte Band of Chippewa, Fond du Lac Band of Lake Superior Chippewa, Grand Portage Band of Lake Superior Chippewa, and Leech Lake Band of Ojibwe (collectivity referred to as “Tribal Parties” and individually as “Tribal Party”), are federally recognized Indian Tribes and independent sovereign governments acting pursuant to their inherent sovereign authority applicable tribal resolutions and tribal laws, regulations, and policies.

In consideration of the mutual promises and Agreements contained herein, and subject to the provisions of Minnesota Statutes, Sections 471.59 and 12.27, subd. 3 for the County Parties, the Parties agree as follows:

Article 1 Enabling Authority

- A. The County Parties enter into this Agreement pursuant to Minnesota Statutes Section 471.59 and Minnesota Statutes Section 12.27, subd. 3, which authorize two or more governmental units to jointly exercise any power common to the contracting parties and authorize the governing body of a political subdivision to delegate a local authority who may dispatch equipment and personnel as considered necessary if a danger of fire, hazard, casualty, or

another similar occurrence exists outside of the political subdivision and by its suddenness it would be impractical for the governing body itself to authorize the dispatch of equipment.

- B. The Tribal Parties enter into this Agreement as independent sovereign governments acting pursuant to their inherent sovereign authority, applicable tribal resolutions, and tribal laws, regulations, and policies.
- C. These arrangements must be consistent with the local emergency operations plan for each Party, if required.
- D. For the purposes of this Agreement, the local authority for each Participating Party shall be the Health and Human Services Director for each governmental unit unless a difference official is designated by a Party.

Article 2

Purpose

- A. The Parties to this Agreement intend to make equipment, personnel and other resources available to each Party who has signed this Agreement upon its request to the other Parties who have signed the Agreement.
- B. The Parties to this Agreement intend that the Agreement serve as a valid written agreement for mutual aid as required by FEMA in requesting reimbursement for those reasonable eligible costs incurred as a result of a qualifying emergency.
- C. The Parties to this Agreement also intend that the Agreement cover preparation and training for emergency activities.

Article 3

Definitions

For the purposes of this Agreement, the following terms shall be defined as follows:

- A. "Assistance" means personnel, equipment, supplies and/or services from the following departments: Health and Human Services and any other services as agreed upon by the Parties and permitted by law.
- B. "Employee" means those personnel currently working for a Party including selected and appointed officials, officers and volunteers who are registered with and under the direction and control of that Party.
- C. "Participating Party" means a governmental unit as defined by Minnesota Statutes, Section 471.59, subd. 1. "Parties" shall collectively mean more than one Party.

- D. "Requesting Official" means the person designated by a Participating Party who is responsible for requesting Assistance from the other Participating Parties. For the purposes of this Agreement, the Requesting Official will be the Participating Party's Health and Human Services Director.
- E. "Requesting Party" means a Participating Party that requests Assistance from another or other Participating Parties.
- F. "Responding Official" means the person designated by a Participating Party who is responsible to determine whether and to what extent that Participating Party should provide Assistance to a Requesting Party. For the purposes of this Agreement, the Responding Official will be the Party's Health and Human Services Director.
- G. "Responding Party" means a Participating Party that provides Assistance to a Requesting Party.

Article 4

Provision of Mutual Aid

- A. 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. The Requesting Party, within a reasonable period of time, shall provide the Responding Parties with a written confirmation of the need for Assistance including details regarding requested resources, timelines/schedules and location(s) for assistance.
- B. 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. Once Assistance has been authorized, the Responding Party, within a reasonable period of time, shall provide the Requesting Party with a written confirmation of Assistance including details regarding the personnel and resources to be provided and when they will be available.
- C. Recall and Release 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 or its designee, it is considered to be in the best interest of the Responding Party to do so. The Requesting Party may at any time release a Responding Party or an individual from providing any further assistance.

- D. Command of Incident. The Requesting Party shall be in command of the mutual aid incident. 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.
- E. State Declared Emergency. If the State of Minnesota or an authorized state agency declares an emergency, the applicable statutes and administrative rules pertaining to state declared emergencies shall prevail where they conflict with the provisions of this Agreement.
- F. Volunteer Registration. Any volunteers participating in the mutual aid activities shall register with the Party in command of the incident (the Requesting Party).

Article 5

Hold Harmless and Indemnification

- A. The Requesting Party shall defend, indemnify and hold harmless the Responding Party and its Employees against any and all claims brought or actions filed against the Responding Party or its Employees 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.
- B. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), applicable to the County Parties, the Employees and officials of a Responding Party are deemed to be Employees (as defined in Minnesota Statutes, Section 466.01, subd. 6) of the Requesting Party, but only when a County Party is the Requesting Party and only for purposes of addressing the County Parties' liability under this Agreement. The Employees of the Responding Party shall not be considered Employees of the Requesting Party for any other purpose.
- C. Under no circumstances shall a County Party be required to pay on behalf of itself and other County Parties, any amounts in excess of the limits of liability established in Minnesota Statutes chapter 466 applicable to any third party claim. The statutory limits of liability for some or all of the County Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim.
- D. Each Participating Party agrees to promptly notify the other Participating Parties if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other Participating Parties, and arising out of acts or omissions related to this Agreement.

- E. The intent of this Article 5 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 applicable limits of liability. 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.
- F. There shall be no liability to any Participating Party for failure to furnish Assistance or for recalling or releasing Assistance as described in this Agreement.

Article 6

Workers' Compensation

Each Participating Party shall be responsible for injuries or death of its own Employees to the extent required by law. Each Participating Party will maintain workers' compensation insurance or self-insurance coverage, covering its own Employees 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.

Article 7

Damage to Equipment

Each Participating Party, to the extent a Party is at fault, shall be responsible for damage to or loss of its equipment while acting within the scope of this Agreement. 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.

Article 8

Charges to the Requesting Party

- A. 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 eight (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 eight (8) hour period, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party shall reimburse the party providing the Assistance for that amount.

- B. The Requesting Party shall take all steps necessary to seek state or federal reimbursement on behalf of the Responding Party for the actual cost of any Assistance provided during the initial eight (8) hour period including salaries, overtime, materials and supplies, and other necessary expenses.
- C. The Parties acknowledge that charges may be assessed without regard to the availability of federal or state government funds to reimburse the charges.

Article 9

Term of Agreement

This Agreement will commence upon approval of the Participating Party and the signature of the official(s) with authority to bind the Party. This Agreement shall be in effect until such time as the Agreement is terminated pursuant to Article 11 herein. This Agreement will only apply to those Parties whose county boards, city council or other authorized signatory have lawfully executed the document.

Article 10

Merger and Modification

- A. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Participating Parties hereto.

Article 11

Default and Withdrawal

- A. A default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the other Participating Parties, the non-defaulting Parties may by majority, vote to remove the defaulting Party by providing written notice of termination of the Agreement as to the defaulting Party only. Any such removal or termination of this Agreement shall become effective upon the sending of such notice and will not cancel any obligations incurred by any Party prior to such termination.

- B. Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein.
- C. The terms of Article 5, 6, 7, 12 and 13 shall survive the expiration, termination or withdrawal from this Agreement.
- D. Only the governing bodies or authorized signatory of the Participating Parties have authority to act pursuant to this provision of the Agreement.

Article 12

Jurisdiction, Rights, Claims and Defenses

- A. Nothing in this Agreement shall be construed to relinquish, diminish, confer, alter or otherwise affect the Parties' law enforcement jurisdiction. The Parties mutually agree that this Agreement does not alter existing law enforcement jurisdiction or the authority or rights of either Party over areas within each Party's jurisdiction. The Parties also mutually agree that nothing in this Agreement shall be deemed to alter or affect the Tribal Parties' authority of self-governance, sovereignty, the Tribal Parties' treaty rights, or any rights and powers the Tribal Parties' hold under applicable laws or treaties.
- B. Except as expressly provided herein, the fact that the Tribal Parties or the County Parties are or may have been a party to this Agreement shall not be construed as a waiver of any rights, claims or defenses that, absent this Agreement, any of those entities may have under any applicable law.
- C. Nothing in this Agreement shall waive or otherwise limit the Tribal Parties' sovereign immunity from suit or otherwise impair the sovereignty of the Tribal Parties.

Article 13

Data Privacy

- A. The Parties acknowledges that successful implementation of this Agreement may require information sharing between the Parties and the Parties may receive information that is treated as confidential by the other Party while performing obligations under this Agreement, including but not limited to information pertaining to governmental operations, personnel, governmental affiliates or subsidiaries, or other sensitive governmental data. The Parties further acknowledge and agree that confidential information shared in the implementation of this Agreement must be used solely for the purposes outlined in this Agreement and protected from disclosure to third parties.
- B. Each Party agrees to comply with data practices, storage, or confidentiality laws, rules, regulations, or ordinances applicable to that Party.

- C. In the event a Party receives a request for another Party's data or information, including requests made pursuant to Minnesota Government Data Practices Act, the Party that received the request will inform the other Party prior to disclosure. Nothing in this Agreement shall be construed to prevent disclosure of confidential information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.

Article 14

Compliance

Participating Parties shall comply with all applicable federal, tribal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.

Article 15

Parties

Other units of government or entities identified in Minn. Statutes, Section 471.59, subd. 1 may become a party to this Agreement upon approval of the Parties to this Agreement at the date of the request. The new Party will sign a copy of the Agreement. Existing Parties will not be required to re-sign.

Article 16

Execution

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

Article 17

Counterparts

This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute one and the same agreement.

Article 18

Contract Administration

In order to coordinate the services so as to accomplish the purposes of this Agreement, each Participating Party's "Requesting Official"/"Responding Official" or equivalent counterpart, shall

be the contact person for each Participating Party under this Agreement. A Participating Party may designate someone other than the "Requesting Official"/"Responding Official" or equivalent, as the contact person by providing written notice to all other Participating Parties.

Article 19

Duration

This Agreement will be in force for a period of three (3) 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.

Aitkin County
Dated: _____

Bois Forte Band of Chippewa
Dated: _____

Carlton County
Dated: _____

Fond du Lac Band of Lake Superior Chippewa
Dated: _____

Cook County
Dated: _____

Grand Portage Band of Lake Superior Chippewa
Dated: _____

Itasca County
Dated: _____

Koochiching County
Dated: _____

Lake County
Dated: _____

Leech Lake Band of Ojibwe
Dated: _____

St. Louis County
Dated: _____