



**AGENDA ITEM #8.2**

**REPORT TO CITY COUNCIL**

**Report Prepared by: Nancy Malecha**

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**Date:** February 4, 2020

**Subject:** Crow Wing County Joint Powers Agreement for Inter-City  
Emergency Mutual Aid

**Report:** We are requesting approval to enter into the attached Joint Powers Agreement for Inter-City Emergency Mutual Aid between Crow Wing County and political subdivisions within Crow Wing County for the use and assistance of equipment, personnel, and other emergency resources. This Mutual Aid Agreement includes Crow Wing County and the cities of Baxter, Brainerd, Breezy Point, Crosby, Crosslake, Cuyuna, Deerwood, Emily, Nisswa, and Pequot Lakes.

**Council Action Requested:** Council motion adopting the resolution approving the Crow Wing County Joint Powers Agreement for Inter-City Emergency Mutual Aid.

**CITY OF PEQUOT LAKES  
RESOLUTION 20-\_\_\_**

**RESOLUTION APPROVING THE CROW WING COUNTY JOINT POWERS  
AGREEMENT FOR INTER-CITY EMERGENCY MUTUAL AID**

**WHEREAS**, Minnesota Statute 471.59 authorizes the joint and cooperative exercise of powers common to contracting parties; and

**WHEREAS**, the intent of the Crow Wing County Joint Powers Agreement for Inter-City Emergency Mutual Aid is to make equipment, personnel, and other resources available to political subdivisions from other political subdivisions.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PEQUOT LAKES, MINNESOTA** to enter into a Joint Powers Agreement for Inter-City Emergency Mutual Aid between Crow Wing County and political subdivisions within Crow Wing County for the use and assistance of equipment, personnel, and other emergency resources, effective upon all signatures and until terminated by a 30-day written notice.

**BE IT FURTHER RESOLVED** that the City Administrator is authorized to sign said Agreement on behalf of the City.

Adopted by the City Council of the City of Pequot Lakes this 4<sup>th</sup> day of February, 2020.

ATTEST:

\_\_\_\_\_  
James Tayloe  
Mayor

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Nancy Malecha  
City Administrator

# Crow Wing County Joint Powers Agreement for Inter-City Emergency Mutual Aid

## **Purpose**

This agreement is made pursuant to Minnesota Statutes 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 political subdivisions from other political subdivisions.

## **Definitions**

**Party** – means a political subdivision

**Requesting Official** – means the person designated by a Party who is responsible for requesting assistance from the other Party.

**Requesting Party** – means the party that requests assistance from other parties.

**Responding Official** – means the person designated by the Party who is responsible to determine whether and to what extent that Party should provide assistance to the Requesting Party.

**Responding Party** – means a Party that provides assistance to the Requesting Party.

**Assistance Type** – Law enforcement personnel and equipment.

## **1. Procedure**

### **1.1 Request for assistance: Immediate Response / Short Term**

- 1.1.1 **Request for Assistance.** Whenever, in the opinion of a Requesting Party there is an immediate need for assistance from another Party, the Requesting Party may call upon the Responding Party for assistance.
- 1.1.2 **Responding to Request.** Upon the request for assistance from a Requesting Party, the Responding Party may authorize and direct personnel to aid the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

1.1.3 **Method.** Whenever practical the Requesting Party shall request immediate assistance through the 911 Emergency Communications Operations Center and the Responding Party shall indicate its intended response using the same method.

1.1.4 **Command of Scene.** Except as provided in Section 1.1.4.1, 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 determines to withdraw assistance.

1.1.4.1 **Specialized Forces.** When a Requesting Party requests the assistance of specialized forces from a Responding Party, such as a Tactical Command, Canine Units, Bomb Squads, Rescue Squad, etc. the personnel and equipment of the Responding Party shall be under the direction of the Responding Party.

1.1.5 **Recall of Assistance.** The Responding Official may at any time recall assistance provided hereunder to the Requesting Party when in his/her best judgement, 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 recall or withdraw the assistance provided by it.

1.1.6 **Release of Assistance.** The Requesting Party may at any time advise the Responding Party that the assistance of the Responding Party is no longer needed. In such event, the Responding Party shall withdraw its assistance at the earliest possible time that it is safe for its personnel and equipment to withdraw.

## 1.2 Request for Assistance: Long Term

1.2.1 **Request for Assistance.** Whenever, in the opinion of a Requesting Party, there is need for assistance from the other party that will reasonably be expected to continue beyond eight (8) hours, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.

1.2.2 **Responding to Request.** Upon the request for assistance from a Requesting Official on behalf of the Requesting Party, the Responding Official may authorize and direct his/her Party's personnel to aid the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

1.2.3 **Method.** A request for Long Term Assistance shall be made to the Responding Official and the Responding Official shall indicate the intended response of the Responding Party of the Requesting Official.

1.2.4 **Recall of Assistance.** The Responding Official may at any time recall such assistance when in her/his best judgment, or by any order from the governing body of the Responding Party, it is considered to be in the best interest of the Responding Party to recall or withdraw the assistance provided by it.

1.2.5 **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 determine to withdraw assistance.

1.2.5.1 **Specialized Forces.** When a Requesting Party requests the assistance of specialized forces from a Responding Party, such as a Tactical Command, Canine Units, Bomb Squads, Rescue Squad, etc. the personnel and equipment of the Responding Party shall be under the direction of the Responding Party.

**1.2.6 Release of Assistance.** The Requesting Party may at any time advise the Responding Party that the assistance of the Responding Party is no longer needed. In such event, the Responding Party shall withdraw its assistance at the earliest possible time that it is safe for its personnel and equipment to withdraw.

## 2. **Worker's 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 aiding pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee, 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.

## 3. **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 damage 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.

## 4. **Liability**

4.1 **Requesting Party Liable.** For 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, subdivision 6) of the Requesting Party. This is specifically agreed and intended to be applicable to situations covered by Section 1.1.4.1 and/or 1.2.5.1 of this Agreement.

4.2 **Indemnification and Defense.** 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 provisions of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.

4.2.1 Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts, which exceed the limits, on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all 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 Statute Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims against multiple defendants from a single occurrence to be defended by a single attorney or a single law firm.

4.3 **No Liability.** No party to this Agreement nor any officer, employee, agent or official 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.

## 5. Charges to the Requesting Party

5.1 No charges will be levied by a Responding Party to this Agreement for assistance rendered to the Requesting Party under the terms of this Agreement pursuant to Section 1.1 hereof except as provided in Section 4 hereof. If assistance is provided under this Agreement pursuant to Section 1.2 hereof, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided pursuant to Section 1.2 herein, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party will pay the Responding Party providing the assistance that amount.

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

**6. 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. This agreement supersedes any previous agreement.

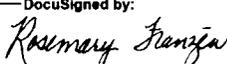
**7. Execution**

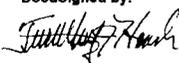
Each Party hereto has read, agreed and executed this Mutual Aid Agreement on this date indicated.

**8. Miscellaneous**

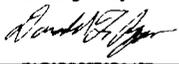
This Agreement will be governed by the laws of the State of Minnesota.

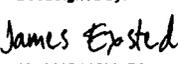
This Agreement shall be construed as complementary to and not inconsistent with the provisions of Minn Stat Section 12.331, which authorizes inter-agency disaster assistance.

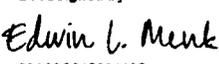
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Crow Wing County Board Chair Rosemary Franzen

DocuSigned by:  
  
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Crow Wing County Administrator Timothy J. Houle

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Crow Wing County Sheriff Scott Goddard

DocuSigned by:  
  
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Crow Wing County Attorney Donald F. Ryan

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DocuSigned by:  
  
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City of Baxter

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City of Brainerd

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City of Breezy Point

DocuSigned by:

*Lisa Sova*

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City of Crosby

DocuSigned by:

*Michael R. Lyons*

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City of Crosslake

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City of Cuyuna

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City of Deerwood

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City of Emily

DocuSigned by:

*Craig Taylor*

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City of Nisswa

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City of Pequot Lakes