



Arrowhead Region Emergency Management Association

Est. 1982

REGION 2 HOMELAND SECURITY AND EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT

THIS AGREEMENT made and entered into between the members of the Arrowhead Region Emergency Management Association listed in Article 2, who execute this Agreement in writing, each acting by and through its governing body pursuant to Minnesota Statutes Section 471.59, which authorizes the joint cooperative exercise of powers common to contracting parties or any similar powers.

1. ESTABLISHMENT AND NAME.

The Parties hereby establish the Region 2 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 the following governmental units (hereinafter singular "Party" or plural "Parties") who execute this Agreement in writing, said government units located wholly or partially in Minnesota:

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

Bois Forte Band of Chippewa
Fond du Lac Band of Lake Superior Chippewa
Grand Portage Band of Lake Superior Chippewa
Leech Lake Band of Ojibwe
Mille Lacs Band of Ojibwe

City of Duluth



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Est. 1982

3. PURPOSE.

Acting pursuant to Minnesota Statutes Section 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.



Arrowhead Region Emergency Management Association

Est. 1982

- 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.** 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, 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) hours period, including wages, overtime pay, 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.** 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. 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. INDEPENDENT RELATIONSHIP.

- 8.1** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the Parties hereto or as constituting Party as an agent, representative or employee of another Party for any purpose or in any manner whatsoever. The Parties do not intend to create any third party beneficiary of this Agreement. Party and its employees shall not be considered employees of another Party, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of that Party's employees while so engaged, and any and all claims whatsoever on behalf of that Party's employees arising out of employment shall in no way be the responsibility of Party.



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Est. 1982

- 8.2** The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

9. LIABILITY.

- 9.1** For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. § 466), the employees of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, Subd. 6, and its successors, 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 Minn. Stat. § 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. WITHDRAWAL.

Any Party may withdraw from this Agreement by providing at least 30 days' written notice to the Responding Official of all other Parties of its desired withdrawal.

11. CONTACTS.

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

12. NOTICES IN WRITING.



Arrowhead Region Emergency Management Association

Est. 1982

- 12.1** Any Party changing a Requesting Official or Responding Party shall immediately notify all other Parties of such change in writing.
- 12.2** Any new Party shall immediately notify all other Parties in writing of the above information regarding the authorized Requesting Official and authorized Responding Official.

13. 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.

14. EXECUTION/COUNTERPARTS.

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

15. TERM AND DURATION.

This Agreement is deemed effective for each Party upon the date of that Party's execution of this Agreement, and will be in force for each Party until that Party withdraws pursuant to Article 10.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF DULUTH

By _____
Emily Larson
Mayor

Attest: _____
Chelsea Helmer
City Clerk

By _____
David Montgomery
Chief Administrative Officer



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Est. 1982

By: _____

Shawn Krizaj

Deputy Fire Chief/Emergency Manager

Countersigned:

By: _____

City Auditor

Approved as to form:

By: _____

Gunnar B. Johnson

City Attorney