

PUBLIC SAFETY COMMITTEE

13-0261R

RESOLUTION AUTHORIZING JOINT POWERS AGREEMENT WITH
CLOQUET AREA FIRE DISTRICT FOR COOPERATIVE FIRE FIGHTING
ASSISTANCE.

CITY PROPOSAL:

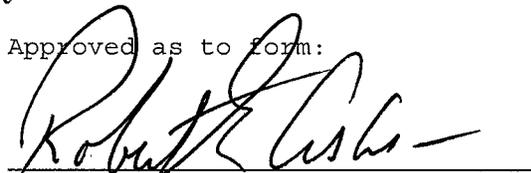
RESOLVED, that the proper city officials are authorized to enter into an agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with the Cloquet Area Fire District for the cooperative provision of emergency fire suppression and other emergency services by the parties in the other party's jurisdiction upon request.

Approved:



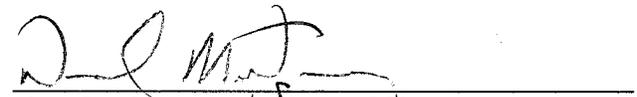
Department Director

Approved as to form:



Attorney

Approved for presentation to council:



Chief Administrative Officer

Approved:



Auditor

FIRE/ATTY REA:db 05/14/2013

STATEMENT OF PURPOSE: This resolution authorizes an agreement with the Cloquet Area Fire District, a special services district created and existing to provide fire suppression services and other emergency services to the City of Cloquet and

surrounding jurisdictions, for the mutual provision of emergency fire suppression and other emergency services by one party to the other upon request.

The agreement would provide that upon request one jurisdiction would assist the other in the case of a demand for services which exceeded the requesting jurisdiction's capacities as long as responding to the request would not jeopardize the responding jurisdictions ability to fulfill its own responsibilities in its own jurisdiction.

Under the agreement each party would be primarily responsible for paying and directing its own employees; but, while operating together, the home jurisdiction would have overall responsibility for fire suppression efforts and would supply direction through the responding jurisdiction's on-site supervisor.

The home jurisdiction would be responsible for reimbursing the responding jurisdiction for the value of equipment used in the response.

**AN AGREEMENT FOR MUTUAL
FIREFIGHTING ASSISTANCE**

By and Between

THE CITY OF DULUTH, MINNESOTA

and

THE CLOQUET AREA FIRE DISTRICT, MINNESOTA

THIS AGREEMENT, entered into by and between the CLOQUET AREA FIRE DISTRICT, MINNESOTA (hereinafter also referred to as "CAFD"), a special services district organized and existing under the laws of the State of Minnesota, and the CITY OF DULUTH, MINNESOTA (hereinafter also referred to as "Duluth"), a governmental and political subdivision of the State of Minnesota;

WITNESSETH:

WHEREAS, both CAFD and Duluth employ full-time firefighting personnel and maintain fire departments for the purpose of suppressing fires and providing other emergency services within their respective boundaries; and whereas, both CAFD and Duluth are desirous of rendering each other assistance in situations of emergency;

NOW, THEREFORE, the CAFD and Duluth, pursuant to the authority contained in Minnesota Statutes §471.59 (the Joint Powers Act) in order to accomplish the foregoing purpose, agree as follows:

1. Cloquet Area Fire District to Render Assistance.

Subject to the remaining provisions of this Agreement, CAFD will direct its firefighting personnel to provide emergency assistance to Duluth firefighters when requested by the Chief of the Duluth Fire Department or his designated representative. "It is understood that the Duluth Fire Department has primary responsibility for firefighting and emergency services in Duluth". The Assistance provided by CAFD under this paragraph will, to the extent consistent with good emergency service practices, be of a secondary or backup capacity to Duluth firefighters.

2. Duluth Fire Department to Render Assistance.

Subject to the other provisions of this Agreement, Duluth will direct its fire department and firefighting personnel to provide emergency services assistance to CAFD firefighters when requested by the Chief of the CAFD or his designated representative. It is understood that CAFD has primary responsibility for firefighting and emergency services in the CAFD. The assistance provided by Duluth under this paragraph will, to the extent consistent with good emergency service practices, be of a secondary or backup capacity to CAFD firefighters.

3. Priority to Fire Protection and Emergency Services in Own Jurisdiction.

It is the expressed understanding of the parties that the first and foremost priority of CAFD is to maintain fire and emergency service protection within the geographic limits of the CAFD and within those jurisdictions which pay the CAFD for fire and emergency protection services. It is the expressed understanding of the parties that the first and foremost priority of Duluth is to maintain fire and emergency service protection within the corporate limits of the City of Duluth and within those jurisdictions which pay Duluth for fire and emergency protection services. "It is therefore expressly understood that the assistance contracted for by this Agreement shall be provided only if the fire department which is required to provide assistance can, in its judgment, provide such assistance without unduly jeopardizing fire and emergency protection within its own city or within such jurisdictions." If at any time while the firefighting personnel of one jurisdiction are giving assistance to the other jurisdiction, it becomes apparent that fire and emergency protection within the assisting jurisdiction or within those jurisdictions paying the assisting jurisdiction for fire and emergency protection is jeopardized, such personnel shall not terminate the giving of such assistance until assistance can be terminated without directly and immediately jeopardizing the lives of the firefighting personnel of the jurisdiction requesting assistance.

4. Equipment.

The equipment to be used in providing assistance shall be any of the emergency protection equipment owned by the assisting jurisdiction which in the discretion of the Chief of the assisting fire department is reasonably needed to provide assistance under the circumstances existing at the time assistance is required.

5. Damages and Injuries

It is expressly understood and agreed that neither CAFD nor Duluth shall be responsible or liable in any way for any claim for injury or death of any firefighting personnel in the employ of the other party or for any damage to the equipment owned by the other party notwithstanding the fact that such firefighting personnel and equipment may, from time to time, pursuant to this Agreement, provide assistance to the party who is not the employer of the person or the owner of the equipment

6. Compensation

It is understood that a recipient shall pay to the provider reasonable and

documented expenses incurred as a result of extended assistance to the recipient. There shall be no reimbursement to either party for the first 24 hours of assistance provided. Reimbursement will begin 24 hours from when the provider first arrived on the scene. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions:

- a. Personnel - During the period of assistance, the provider shall continue to pay its employees according to its labor agreement. The recipient shall reimburse a provider for all direct and indirect payroll costs,
- b. Equipment - A provider shall be reimbursed by a recipient for the use of its equipment during the period of assistance at a rate of \$300 per hour for fire apparatus or \$100 per hour for support vehicles
- c. Materials and Supplies - A provider shall be reimbursed for the reasonable and documented costs of all materials and supplies furnished by it and used or damaged during the period of assistance.

7. Authority.

Subject to the provisions of paragraphs 1 and 2, the Chief or his designated representative of the jurisdiction requesting assistance shall direct and control the scene of the emergency. Firefighting personnel from each jurisdiction shall work under the chain of command for their respective commanding officers.

8. No Liability for Failing to Assist.

It is expressly understood that neither CAFD nor Duluth shall be in any way liable for any claim based upon a failure to provide assistance under this Agreement or for any claim based upon a failure to render adequate assistance under this Agreement.

9. Construction.

This agreement is expressly intended to authorize requests for assistance only in emergency situations and nothing herein shall be construed as authorizing requests or assistance by one party of the other party for routine activities.

10. Termination.

This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. Such notice shall be delivered to the Mayor or Clerk of the City and the Board Chair or Fire Chief of the District.

IN WITNESS WHEREOF, CAFD and Duluth have hereunto set their hands and seals this **20th day of March, 2013.**

CITY OF DULUTH

BY _____

Mayor

City Clerk

Fire Chief

CLOQUET AREA FIRE DISTRICT

BY  _____

Board Chair

 _____

Fire Chief