

PUBLIC SAFETY COMMITTEE

13-0467R

RESOLUTION AUTHORIZING MUTUAL AID AGREEMENT FOR TRAINING
FOR FIRE PROTECTION AND AMBULANCE SERVICES.

CITY PROPOSAL:

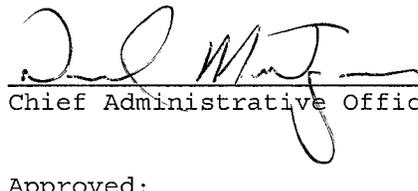
RESOLVED, that the city council hereby authorizes the proper city officials to execute a mutual aid agreement with the city of Hibbing, city of Virginia, and the Cloquet Area Fire District, substantially the same as that on file in the office of the city clerk as Public Document No. _____, authorizing mutual aid for training for fire protection and ambulance services.

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

FIRE/ATTY GBJ:cjk 8/29/2013

STATEMENT OF PURPOSE: This resolution authorizes a mutual aid agreement between Duluth, Hibbing, Virginia, and the Cloquet Area Fire District under which the parties agree to make equipment, personnel and other resources available to each other for training for fire protection and ambulance services. There is no cost to the agreement and the City can terminate the agreement upon 30 days written notice to the other parties.

**MUTUAL AID AGREEMENT
TRAINING FOR FIRE PROTECTION
AND AMBULANCE SERVICES**

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 for training for fire protection and ambulance services.

Definitions

1. "Party" means a political subdivision.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting training from other Parties.
3. "Requesting Party" means a party that requests training from other parties.
4. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide training to a Requesting Party.
5. "Responding Party" means a party that provides training to a Requesting Party.
6. "Training" means fire protection training and/or emergency medical services training for Requesting Party's personnel using the Responding Party's equipment and personnel.

Procedure

1. **Request for Training.** Whenever, in the opinion of a Requesting Official, there is a need for training from other parties, the Requesting Official may call upon the Responding Official of any other party to furnish such training.

2. **Responding to Request.** Upon the request for training from a Requesting Party, the Responding Official may authorize and direct such party's personnel to provide training to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.
3. **Termination of Training.** The Responding Official may at any time terminate such training 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.
4. **Command of Scenes.** The Responding Party shall be in command of the training scenes. The personnel of the Requesting Party and the personnel and equipment of the Responding Party shall be under the direction and control of the Responding Party and the Responding Official throughout the training.

Workers' 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 training or in training pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

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 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.

Liability

1. 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 provision of the training 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 established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of 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 Statutes Chapter 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.

2. No party to this agreement nor any officer of any Party shall be liable to any other Party or to any person for failure of any party to furnish proper training to any other party, or for terminating the training, both as described in this agreement.

Charges to the Requesting Party

No charges will be levied by a Responding Party to this agreement for training rendered to a Requesting Party under the terms of this agreement.

Duration

This agreement will be in force for an indefinite period 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 this agreement.

Execution

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

Date 8/1/13

Entity: CITY OF HIBBING
By: [Signature]
Title: Fire Chief

By: _____
Title: _____

Date _____

Entity: CITY OF DULUTH
By: _____
Title: _____

By: _____
Title: _____

Date _____

Entity: CITY OF VIRGINIA
By: _____
Title: _____

By: _____
Title: _____

Date April 17, 2013

Entity: CLOQUET AREA FIRE DISTRICT
By: [Signature]
Title: CARD BOARD MANAGER

By: [Signature]
Title: District Fire Chief