

## MUTUAL AID AGREEMENT

### Joint and Cooperative Agreement For Use of Fire Personnel and Equipment for Prescribed Burns

THIS MUTUAL AID AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 ("Agreement") between the SHAKOPEE MDEWAKANTON SIOUX COMMUNITY, a sovereign, federally-recognized Indian Tribe ("SMSC"), and CITY/COUNTY/DISTRICT each individually "party" and collectively the "parties."

#### RECITALS

- A. The parties recognize that prescribed burns can play an important role in reaching land management goals, when properly planned to ensure the safety of people and property.
- B. The parties agree to cooperate in the planning of prescribed burns, and the provision of the fire personnel and equipment needed to keep such prescribed burns under control.
- C. The parties desire to enter into this Agreement to establish their respective duties and obligations in carrying out prescribed burns.

The SMSC is authorized to enter this Agreement pursuant to Article V, Section 1(a) of the SMSC Constitution, and General Council Resolution No. 09-11-01-03. CITY/COUNTY/DISTRICT is authorized to enter into this Agreement pursuant to Minn. Stat. §§ 471.59 and 438.08.

**NOW THEREFORE**, in consideration of their mutual covenants, the parties agree as follows:

#### Section 1: Definition of Terms

For the purpose of this Agreement, the terms defined in this section shall have the meanings given below:

**Assistance** includes but is not limited to the firefighting personnel or non-emergency services rendered by personnel attached to a party's firefighting personnel, including the use of fire fighting and training personnel and associated equipment and facilities.

**Burn Boss** is the person responsible for supervising a prescribed burn from ignition through mop-up, and who also oversees training and qualifications of prescribed burn staff.

**Burn Plan** provides the description of the burn area, target weather conditions, hazards that may be encountered, personnel needs and safety, and contacts to make prior to burning.

**Emergency** means a sudden and unforeseen situation requiring immediate action.

**Party** means the CITY/COUNTY/DISTRICT which are signatories to this Agreement, and the Shakopee Mdewakanton Sioux Community, also a signatory to this Agreement.

**Requesting Party** means a party that requests assistance from another party under this Agreement.

**Requesting Official** means the person designated by a party who is responsible for requesting assistance from another party under this Agreement.

**Responding Party** means a party who provides assistance to a Requesting Party under this Agreement.

**Responding Official** means the person designated by a party who is responsible to determine whether and to what extent such party under this Agreement should provide assistance to the Requesting Party.

## **Section 2: Term and Termination**

This Agreement shall be effective upon execution by all Parties (hereinafter “Effective Date”) and shall be automatically renewed on the anniversary of the Effective Date each year for a period of up to five (5) years. To withdraw from the Agreement, a party must provide 60 days’ prior written notice to all other parties of its intent to withdraw from this Agreement. The original Agreement will continue under its terms with any remaining parties.

## **Section 3: Procedures**

- A. Request for Assistance. Whenever, in the opinion of a Requesting Official, there is a need for assistance from another party under this Agreement, the Requesting Official may call upon the Responding Official of any other party to provide 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 assist the Requesting Party. This decision will be made at the sole discretion of the Responding Official, upon consideration of the needs of the Responding Party, and the availability of resources.
- C. Burn Plan. The Burn Boss shall develop a burn plan that provides the description of the burn area, target weather conditions, hazards that may be encountered, personnel needs and safety, and contacts to make prior to burning.

## **Section 4: Workers’ Compensation**

Each party shall be responsible for injuries and death to its own personnel resulting from work performed under this Agreement. Each party will maintain workers’ compensation insurance or self-insurance coverage, covering its own personnel, while performing services under to this Agreement. Each party waives the right to sue any other party for any workers compensation benefits paid to its own employees, volunteers 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.

## **Section 5: Damage to Equipment**

Each party shall be responsible for damages to or loss of their own equipment. Each party waives the right to sue any other party to this Agreement for damages or loss of equipment, even if said damages or losses were caused wholly or partially by the negligence of any other party to this Agreement or its officers, employees, or volunteers.

## **Section 6: Liability**

- A. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. § 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the CITY/COUNTY/DISTRICT when the CITY/COUNTY/DISTRICT is the Requesting Party. For purposes of the Shakopee Mdewakanton Sioux Community Tort Claims Ordinance, the employees and officers of the Responding Party are deemed to be employees of the SMSC when the SMSC is the Requesting Party.
- B. The Requesting Party agrees to defend and indemnify the Responding Party and its officers, employees, or volunteers, against any claims brought or actions filed against a Responding Party for injury to, death of, or damage to the property of any third person or persons arising from the performance of services under this Agreement.
  - 1. Under no circumstance shall a party be required to pay on behalf of itself and other parties any damages amount in excess of liability limits established by Minn. Stat. § 466 to any party. Liability limits may not be aggregated to increase the amount of liability for any party. The liability of the SMSC is further subject to the requirements of the SMSC Tort Claims Ordinance.
  - 2. The intent of Section 6 of this Agreement 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 and requirements under Minn. Stat. § 466 and the SMSC Tort Claims Ordinance for services rendered under this Agreement. The purpose of creating this duty to defend and indemnify is to simplify the defense of any claims against multiple defendants from a single occurrence to be defended by a single attorney.
- C. No party to this Agreement, nor any officer 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 to recall such assistance.

## **Section 7: Changes to the Requesting Party**

No charges for expenses related to assistance rendered under this Agreement will be levied by a Responding Party unless such assistance continues for a period of more than 48 hours, or the parties have agreed in writing to certain charges. If assistance provided under this Agreement continues for more than 48 hours, the Responding Party may submit to the Requesting Party an itemized bill for actual costs incurred for assistance provided after the initial 48-hour period, including salaries, overtime, materials, supplies and necessary expenses, and the Requesting Party will reimburse the Responding Party.

## **Section 8: Notices**

Any notices necessary under this Agreement shall be sent to the other party/parties via registered or certified mail, to the addresses set forth below:

Attn: Legal Department  
Shakopee Mdewakanton Sioux Community  
2330 Sioux Trail NW  
Prior Lake, Minnesota 55372

Attn: \_\_\_\_\_  
CITY/COUNTY/DISTRICT  
[address]  
[city, state, zip]

### **Section 9: Miscellaneous**

- A. Governing Law. When Tribal or federal law does not apply, this agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflict of law provisions.
- B. Authorization. This Agreement and its terms have been authorized and approved by SMSC Business Council Resolution No. \_\_\_\_\_, adopted the \_\_\_\_ day of \_\_\_\_\_, 2026, and is attached to this Agreement as Exhibit 1. This Agreement and its terms have been authorized and approved by CITY/COUNTY/DISTRICT Resolution No. \_\_\_\_\_, adopted the \_\_\_\_ day of \_\_\_\_\_, 2026, and is attached to this Agreement as Exhibit 2.
- C. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is the joint work product of both parties. The parties' signatures together shall form a fully executed Agreement with the date of the last obtained signature serving as the "effective date" of the Agreement.
- D. Other Agreements. This Agreement shall be read in conjunction with, and not to invalidate, any other Mutual Aid or Cooperate Agreement to which the parties are or may be a party.
- E. Integration. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing.

[signature page to follow]

