

REPORT / RECOMMENDATION



To: MAYOR AND CITY COUNCIL

Agenda Item #: IV. D.

From: Tom M. Schmitz, Fire Chief

Action

Discussion

Date: January 20, 2015

Information

Subject: MN-TF I Joint Powers Agreement Memorandum of Understanding with the State of Minnesota

Action Requested:

None

Information / Background:

The City of Edina signed into a Joint Powers Agreement in 2011 to form Minnesota Task Force I, Urban Search and Rescue Team. The Team is made up of emergency responders from Dakota County, Edina, Minneapolis, Rochester and St. Paul. The JPA Board of Directors will be signing a Memorandum of Understanding with the State of Minnesota at their January 22nd Board Meeting. The purpose of the MOU is to establish a formal understanding between the JPA members and to delineate the conditions that have been mutually agreed upon for the provision of technical rescue response by MN-TF I for the State of Minnesota. There is a provision to terminate the MOU if the Minnesota Department of Public Safety does not obtain funding from the Minnesota Legislature during the 2015 session. The Edina City attorney has reviewed and approved the MOU. We can withdraw from the JPA anytime with 90 days' notice and 30 days' notice for the MOU.

Attachment: MOU

Memorandum of Understanding Between
Minnesota Urban Search and Rescue Task Force 1 And
The State of Minnesota Department of Public Safety

This Memorandum of Understanding (MOU) is made between Minnesota Task Force 1 (MN-TF1) and the Minnesota Department of Public Safety (MN DPS). In this MOU, MN-TF1 and MN DPS may also be referred to individually as “Party” or jointly as “Parties”.

Minnesota Urban Search and Rescue Task Force 1 is comprised of personnel and equipment from the Minneapolis Fire Department, Edina Fire Department, St. Paul Fire Department, Rochester Fire Department, Dakota County Special Operations Team along with other public safety and specialist personnel from supporting entities that operate as part of a Joint Powers Agreement.

The Task Force is equipped and prepared to deploy and be completely self-contained and able to logistically support a field deployment in areas with little or no infrastructure. The Task Force is equipped for structural collapse heavy rescue to include breaching and breaking reinforced concrete and steel, trench rescues, confined space rescues, and rope rescues. All members of the Task Force are trained and function at the Structural Collapse Technician level including structural collapse-light, medium, heavy construction, breaching, breaking, cutting concrete and steel, shoring, trenching, and tunneling. The training prepares the rescuers to perform as hazmat technician/specialist, high/low angle rescues, confined space rescues, trench rescues, and structural collapse rescues.

Purpose of the MOU

The purpose of the MOU is to establish a formal understanding between the Parties for the purpose of delineating the conditions that have been mutually agreed upon for the provision of technical rescue response by Minnesota Task Force 1 for the State of Minnesota.

Background

In 1999, the state of Minnesota completed an assessment of the state’s ability to respond to an act of terrorism. The assessment was required under two separate initiatives -- one by the Office of Justice Programs and one by the State Legislature. The assessment determined that the state did not have a strong capability to deal with a multi-story structural collapse and technical rescue event. On a national level, there are Federal Emergency Management Agency (FEMA) Urban Search and Rescue (US&R) teams that could travel to Minnesota and provide support in a major event; however, the estimated operational time for those FEMA US&R teams would be 24 to 36 hours.

To increase our State’s response capacity for complex technical rescue incidents, the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management identified communities to be equipped to respond as a team locally and throughout the state. The identified communities are the City of Edina Fire Department, City of Minneapolis Fire Department, City of Rochester Fire Department, City of Saint Paul Fire Department and the Dakota County Special Operations Team.

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AGREEMENTS

1. Minnesota Department of Public Safety (MN DPS)

- 1.1. Agrees to permit Minnesota Task Force 1 entities to use vehicles and equipment without prior approval from MN DPS for technical rescue response and training.
- 1.2. Agrees to provide \$ allocation for planning, equipment, training, personnel, and exercise costs within the abilities and available funding through MN DPS.

2. Minnesota Task Force 1 (MN TF-1)

- 2.1. Agrees to provide trained team members maintaining a minimum of 180 and a maximum of 220 active team members.
- 2.2. Agrees that each team member (excluding Task Force Doctors and Structural Engineers) must meet the following training certifications:
 - 2.2.1. First Responder or EMT
 - 2.2.2. Incident Management System
 - 2.2.3. Introduction to Technical Rescue
 - 2.2.4. Rope Rescue Technician
 - 2.2.5. Confine Space Technician
 - 2.2.6. Trench Rescue Technician
 - 2.2.7. Haz-Mat Technician
 - 2.2.8. FEMA-USAR Structural Collapse Rescue Technician
- 2.3. Agrees to provide and maintain to the Minnesota State Duty Officer (MDO) a Task Force point of contact that will be used by the State to dispatch Minnesota Task Force 1 urban search and rescue team.
- 2.4. Agrees to notify the MDO whenever Minnesota Task Force 1 deploys, so that the MDO will know when the vehicle and equipment is unavailable for deployment.
- 2.5. Agrees to deploy Task Force assets (7 days a week, 24-hours a day) to other jurisdictions, when requested and an individual Task Force entity is not using the team assets or equipment.
- 2.6. Agrees to respond outside of local jurisdiction area with their mutual aid agreements and/or Minn. Stat. § 12.33 – 12.331. Agrees that deployment outside of local jurisdiction will be coordinated through local mutual aid, Minnesota Fire and Rescue mutual aid plan, and Minnesota Statutes Chapter 12.33 and 12.331

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- 2.7. Agrees that a maximum initial deployment time to an incident is thirty (30) minutes for the initial response assets.
- 2.8. Agrees to deploy a minimum of thirty five (35) trained team members within two (2) hours of the initial response if required to adequately address the rescue response.
- 2.9. Each participating Task Force entity agrees to provide certification that it is in compliance with the Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. Minn. Stat. § 12.351 Specialized Emergency Response Team. The state director of the Division of Homeland Security and Emergency Management shall determine if, in response to an emergency or disaster, activation of a specialized emergency response team for deployment to any political subdivision is in the public interest. If so, the state director may activate a team. When activated by the state director, team members not employed by any political subdivision struck by the emergency or disaster are deemed employees of the state for purposes of workers compensation and tort claim defense and indemnification. The provisions of chapter 176 and other applicable statutes must be followed for purposes of calculating workers' compensation benefits.
- 2.10. Agrees to provide heated storage facilities to store all equipment.
- 2.11. Agrees to be responsible for the cost of repairing or replacing vehicles, and equipment that have been lost, stolen or in the opinion of the State, has been damaged due to abuse, misuse, or other cause outside the scope of normal wear and tear incurred in routine proper use.
- 2.12. Agrees to be responsible for the costs of routine maintenance and repair in accordance with the manufacturer's recommendations.
- 2.13. Agrees to not permit the vehicles, trailers and equipment to be tampered with or operated by individuals who are not trained in their proper handling and operation.
- 2.14. Agrees to make the vehicles, trailers and equipment available to personnel authorized by the State when required for inventory or inspection purposes
3. **Assignment, Amendments, Waiver, and Contract Complete**
 - 3.1. ***Assignment.*** The MN-TF1 may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the MN DPS and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
 - 3.2. ***Amendments.*** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

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- 3.3. ***Waiver.*** If the MN DPS fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 3.4. ***Contract Complete.*** This agreement contains all negotiations and agreements between the MN DPS and the MN-TF1. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
4. **Termination**
- 4.1. ***Termination.*** The MN DPS or the MN-TF1 may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 4.2. ***Termination for Insufficient Funding.*** The MN DPS may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the MN-TF1. The MN DPS is not obligated to pay for any services that are provided after notice and effective date of termination. However, the MN-TF1 will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The MN DPS will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The MN DPS must provide the MN-TF1 notice of the lack of funding within a reasonable time of the MN DPS' receiving that notice.
5. **Liability**
- 5.1. A governmental unit participating in a joint venture or joint enterprise, including participation in a cooperative activity undertaken pursuant to this section or other law, is not liable for the acts or omissions of another governmental unit participating in the joint venture or joint enterprise, unless the participating governmental unit has agreed in writing to be responsible for the acts or omissions of another participating governmental unit
- 5.2. For purposes of determining total liability for damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in section 3.736 or 466.04, subdivision 1, or as waived or extended by the joint board or all participating governmental units under section 3.736, subdivision 8; 466.06; or 471.981. This paragraph does not protect a governmental unit from liability for its own independent acts or omissions not directly related to the joint activity
- 5.3. If a participating governmental unit has procured or extended insurance coverage pursuant to section 3.736, subdivision 8; 466.06; or 471.981 in excess of the limits on governmental liability under section 3.736 or 466.04, subdivision 1, covering participation in the joint venture or joint enterprise, the procurement of that insurance constitutes a waiver of the limits of governmental liability for that governmental unit to the extent that valid and collectable insurance or self-insurance, including, where applicable, proceeds from the Minnesota Guarantee Fund, exceeds those limits and covers that governmental unit's liability for the claim, if any.

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6. Government Data Practices

- 6.1. The MN-TF1 and MN DPS must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the MN DPS under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the MN-TF1 or the MN DPS.
- 6.2. If the MN-TF1 receives a request to release the data referred to in this Clause, the MN-TF1 must immediately notify the MN DPS. The MN DPS will give the MN-TF1 instructions concerning the release of the data to the requesting party before the data is released.

7. Venue

- 7.1. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

8. State Audits

- 8.1. Under Minnesota Statute § 16C.05, subdivision 5, the MN-TF1's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the MN DPS and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

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APPROVALS AND DURATION

This agreement shall become effective upon the date of final signature, and will remain in effect for five years unless modified by mutual consent, or terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed the day and year first above written.

DATED: _____ BY: _____
MN Commissioner of Administration

DATED: _____ BY: _____
MN-TF 1 JPA – Board Chairperson

DATED: _____ BY: _____
Bruce West – State Fire Marshal