

**Joint Powers Agreement
Between the City of Saint Paul and the City of Minneapolis**

THIS AGREEMENT is made and entered into by and between the City of Minneapolis, acting through its Fire Department, 233 City Hall, 350 South Fifth Street, Minneapolis, MN 55415 (“MFD”) and the City of Saint Paul, acting through its Fire Department, 645 Randolph Avenue, Saint Paul, MN 55102 (“SPFD”).

WHEREAS, pursuant to the provisions of Minnesota Statutes Section 471.59, two or more governmental units, by agreement entered into through action of their governing bodies, are authorized to enter into agreements to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for another governmental unit;

WHEREAS, the City of Minneapolis Fire Department and the City of Saint Paul Fire Department traditionally have conducted separate training academies for their new firefighters;

WHEREAS, the Saint Paul Fire Department’s training center is not available for the 2019 training academy, the Minneapolis training center is large enough to accommodate recruit classes from both cities, and each City believes that a joint training academy would benefit both cities;

Now, therefore, parties agree as follows:

- 1. Purpose:** The purpose of this Joint Powers Agreement (“JPA”) is to jointly conduct a training process for new firefighter recruits by consolidating the training academies which each City traditionally has conducted for its new recruits using the Minneapolis training facilities.
 - 2. Term of Agreement.** This JPA will be effective upon the signing by each party and will continue in full force and effect until June 28, 2019, unless earlier terminated pursuant to Paragraph 10.
 - 3. Scope.** MFD and SPFD will jointly plan and conduct a training program for new firefighter recruits which will include classroom activities, live skill demonstrations and examinations.
- A. Individual Responsibilities:**
- 1) MFD instructs its new recruits on Emergency Medical Treatment prior to the start of the joint portion of the academy.
 - 2) MFD and SPFD instruct their own recruits on their Department’s Internal Standard Operating Procedure.
 - 3) MFD and SPFD are each solely responsible for their recruiting process as well as for all personnel issues, including but not limited to evaluations, injury documentations, additional testing beyond the joint instruction, relating to

their respective recruits, except for any matters which involve cross-department Workplace Conduct Policy allegations.

B. Joint Responsibilities.

- 1) MFD and SPFD will cooperate in the presentation of a thirteen (13) week instructional academy, which will cover all the areas which are needed to prepare recruits for both practical examinations and written examinations.
 - 2) Instructors will teach from a merged manual with Academy Expectations acceptable to both parties.
 - 3) Recruits will be taught by both SPFD and MFD personnel and will accept work direction from the responsible personnel on site regardless of which Fire Department the person represents.
 - 4) All recruits will receive on the spot correction and feedback from instructors regardless of which Fire Department the person represents.
 - 5) MFD and SPFD will jointly prepare and administer testing on skills and national and local competencies.
 - 6) If there is a cross-jurisdictional complaint by any person instructing at, participating in, or otherwise on-site during the 2019 Training Academy, MFD and SPFD will cooperate in the investigation of the allegations. A report and conclusions will be produced and it will be the responsibility of the alleged perpetrator's Department to respond to the findings.
 - 7) Instruction on practical skills of live fire-fighting taught by instructors by both Cities.
- 4. Mediation.** MFD and SPFD agree that due to the importance of completion of the Training Academy in a timely manner that prior to initiating termination parties will engage in mediation of any disputes. On-Site instructors will initially discuss and attempt to resolve issues which involve the content or manner of instruction, interpretation of Academy Expectations, supervision and oversight of recruits, and testing. If the dispute cannot be resolved it will be escalated to the SPFD and MFD supervisory staff as needed. All matters of discipline or investigations of possible bias, discrimination, or hostile workplace environment must be immediately reported to the appropriate Human Resources staff person.

5. Authorized Representatives.

Minneapolis's Authorized Representative is Fire Chief John Fruetel, 350 South Street, City Hall, Room 233, Minneapolis, MN 55415, (612) 673-2536, john.furetel@minneapolismn.gov

Saint Paul's Authorized Representative is Fire Chief Butch Inks, 645 Randolph Avenue, Saint Paul, MN 55102, (651) 224-7811, barton.inks@ci.stpaul.mn.us.

6. **Payment.** SPFD shall pay \$10,000 for use of the MFD training center and all equipment used in the 2019 Training Academy. This amount will fully reimburse Minneapolis for use of equipment, training space, utilities and incidental expenses.

7. **Liability.** Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each party will be responsible for its own acts and omissions and those of its officers, agents and employees with respect to any claims, lawsuits, or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this Agreement. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each is entitled to by law.

8. **Data.** Each party shall comply with the Minnesota Data Practice Act, and any other state or federal law relating to release of government data with respect to any data created, maintained, shared, disseminated or otherwise produced pursuant to this Agreement.

9. **Amendments.** Any amendments or modification to this Agreement must be in writing and signed by both parties.

10. **Termination.** If a party believes that there has been a breach of the duties under this JPA by the other party it may give written notice of default to the other party, which must include a statement of the basis for default, the steps needed to cure, and granting a reasonable period, but not to exceed ten working days, to cure.

IN WITNESS WHEREOF, the have executed this Agreement as of the last date written below.

CITY OF SAINT PAUL

CITY OF MINNEAPOLIS

Mayor

Fire Chief

Director of Finance

Approved as to form:

Assistant City Attorney