

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (“Agreement”) is made effective as of January 1, 2023, by and among the City of Saint Paul and the City of South Saint Paul, political subdivisions of the State of Minnesota, pursuant to the provisions of Minnesota Statutes §471.59, the Joint Powers Act (“Agreement”).

WHEREAS, The Parties desire to be prepared to adequately address fire, flood, natural disaster, civil disturbance, or any other Emergency that may occur within the jurisdictions of the Parties; and

WHEREAS, In order to protect the public peace and safety, and to preserve the lives and property of people in each jurisdiction, the Parties agree to furnish Assistance to one another in the event of an Emergency.

NOW, THEREFORE, The Parties hereby agree to furnish Assistance to each other upon the terms and conditions set forth in this Agreement.

I. Purpose

The general purpose of this Agreement is to enable the Parties and their respective law enforcement personnel to come to the aid of each Party to this Agreement as permitted in Minnesota Statutes §471.59 and Minnesota Statutes, Chapter 12. This Agreement is limited to the named Parties.

II. Definitions

The capitalized terms in this Agreement shall have the following meanings:

Assistance means the provision of law enforcement personnel, services, equipment, supplies and related resources.

Emergency means any disaster or a combination of circumstances that calls for immediate action to prevent a disaster, including, but not limited to, a multi-alarm fire; casualty involving the damage, collapse or destruction of private or public infrastructure; accident or incident involving one or more modes of transportation including, but not limited to air, rail, vehicular or watercraft; civil disorder or disturbance; release of contaminants or pollutants, hazardous substances or hazardous waste that necessitates the evacuation of occupants from structures or some defined geographic area; any quarantine or limitation on the movement of persons due to disease or threat to health and safety of the general population; any threat to national security; “Disaster” and “Emergency” as defined in Minnesota Statutes §12.03, Subdivisions 2 & 3, respectively; and “Emergency” and “Major Disaster” as defined in 44 CFR Sections 206.2(a)(9) and (17) respectively.

Federal means the United States of America.

Incident Commander means the ranking peace officer designated by the Requesting Party to be responsible for overseeing the management of any Assistance and for the planning, logistics and finances at the field level during an Emergency.

Officer(s) means any law enforcement personnel of the Parties.

Party means a governmental unit as defined by Minnesota Statutes, §471.59, Subdivision 1.

Providing Party means the entity that provides mutual aid Assistance to the Requesting Party.

Providing Official means the person designated by a Providing Party who is responsible to determine whether and to what extent that Party should provide Assistance to the Requesting Party.

Requesting Party means the entity that requests mutual aid Assistance under this Agreement.

Self-Deployment means deploying resources without a request for mutual aid Assistance from a Requesting Party.

State means the State of Minnesota.

III. Assistance

A participating political subdivision may request Assistance (a “Requesting Party”) from the other participating subdivision (a “Providing Party”) to respond to an Emergency or as a participant in drills or exercises authorized under legislation or this Mutual Aid Agreement. A request for Assistance shall be made by a Requesting Party to a Providing Party by contacting the Providing Official or their designee. Requests may either be verbal or in writing. Any verbal requests will be followed by a written request made by the Requesting Party to a Providing Official or their designee as soon as practical or within such period of time as provided by law.

Requests and responses to requests under this Agreement are limited to law enforcement personnel assistance services, equipment, supplies, and related resources.

In the case of an Emergency for which a Requesting Party will seek reimbursement of costs from the Federal Emergency Management Agency (FEMA) or the State of Minnesota, a Requesting Party shall make the request for Assistance to each Providing Party and the Incident Commander shall monitor and oversee the documentation of the performance of Emergency work and the documentation of reasonable and reimbursable costs of a Providing Party in accordance with the

FEMA Disaster Assistance Policy and will disburse the Federal share of funds owed to a Providing Party.

In response to a request for Assistance under this Agreement, a Providing Party may authorize and direct personnel to provide aid to a Requesting Party. The Providing Party shall provide personnel who possess the required qualifications along with the equipment and supplies of the Providing Party to a Requesting Party at the discretion of the Providing Party within the scope of aid deemed necessary by a Requesting Party and the Incident Commander.

IV. Limitations

A Party's decision to provide Assistance in response to, or recovery from, an Emergency, or in authorized drills or exercise is subject to the following conditions:

- A.) Any Party may withhold resources to the extent necessary to provide reasonable protection and services within its own jurisdiction.
- B.) Any Providing Party may recall Assistance at any time in the best interests of that Party.
- C.) Emergency response personnel of a Providing Party shall follow the policies and procedures of the Providing Party and will be under the Providing Party's command and control but will follow the operational direction of the Incident Commander and be subject to the incident management system of the Requesting Party.
- D.) Assets and equipment of a Providing Party shall remain under the control of the Providing Party but shall be under the operational control of the Incident Commander within the incident management system of the Requesting Party.

V. Compensation

If a local, state, or federal Emergency is declared, a Providing Party will charge a Requesting Party for assistance rendered under the terms of this Agreement. The Providing Parties will submit to the Requesting Party an itemized bill for the actual cost of any assistance provided. The charges for Assistance provided pursuant to this Agreement will be based upon the actual costs incurred by the Responding Party, including salaries or wages, overtime, materials, supplies and other necessary expenses, except that the Parties agree that the Federal Emergency Management Agency equipment rates will be used as the basis for equipment charges whenever possible. The Requesting Party is responsible to take all steps it deems necessary to seek reimbursement from the United States of America, the State of Minnesota or other sources, to the extent that such reimbursement is available, for expenses it incurs for services provided pursuant to this Agreement.

Such charges are not contingent upon the availability of federal or state government funds or the declaration of a major disaster or emergency by the Federal government. The Requesting Party

shall reimburse the Responding Party. Any claims for reimbursement by the Responding Party must be made to the Requesting Party within 90 days after the expense is sustained or incurred.

No Party will be responsible for the reimbursement of Self Deployment costs.

The Parties acknowledge that charges may be assessed without regard to the availability of federal or state or other funds to reimburse the charges.

VI. Workers' Compensation

Each Party will be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or a program of self-insurance covering its own personnel while they are providing Assistance 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 dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

VII. Damage to Equipment

Each Party shall be responsible for damages to, or loss of its own equipment used to respond to an Emergency under this Agreement. 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.

VIII. Term of Agreement

This Agreement shall be in full force and effect from January 1, 2023, through December 31, 2026, subject to Section XV Withdrawal of Party/Termination of Agreement.

IX. Liability and Indemnification

For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of a Providing Party are deemed to be employees (as defined in Minnesota Statutes, §466.01, Subdivision 6) of a Requesting Party.

A Requesting Party agrees to defend and indemnify a Providing Party against any claims brought or actions filed against a Providing Party or any officer, employee, or volunteer of a Providing Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and the other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes §466.04

applicable to any one Party. The limits of liability for any or all 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 Providing Party for claims arising within a 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.

No Party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to the other Parties, or for recalling Assistance, both as described in this Agreement.

Nothing in this Agreement is intended to prevent or hinder the pursuit of applicable State or Federal benefits to personnel who respond or render Assistance pursuant to an Emergency request and sustain injury or death in the course of, and arising out of, their employment and response or Assistance under this Agreement.

A Providing Party shall not be responsible for any injuries, damages or losses arising from the acts or omissions of personnel of a Requesting Party and its officers, employees, agents, and assigns.

X. General Compliance

All Parties agree to comply with all applicable Federal, State, and local laws and regulations governing any services provided under this Agreement.

XI. Accounting Standards and Retention of Records

A.) Accounting – All Parties agree to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices and as required by FEMA to properly account for expenses incurred under this Agreement.

B.) Retention of Records – All Parties will retain all records pertinent to expenditures incurred under this Agreement as required by the applicable records retention schedule.

XII. Data Practices

All Parties agree to comply with the Minnesota Government Data Practices Act and all other applicable State and Federal laws relating to data privacy or confidentiality. Each Party must immediately report to other Parties any requests from third parties for information relating to activities performed pursuant to this Agreement. Each Party agrees to promptly respond to inquiries from the other Parties concerning data requests. Each Party agrees to hold the other

Parties, their officers, and employees harmless from any claims resulting from unlawful disclosure or use of data protected under state and Federal laws by the disclosing Party.

XIII. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Agreement and any litigation which may arise under this Agreement.

XIV. Non-Discrimination

All Parties agree to comply with the provisions of all applicable Federal and State statutes and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes §181.59 and Chapter 363A.

XV. Withdrawal of Party/Termination of Agreement

A.) A Party may withdraw from this Agreement for any reason upon thirty (30) days written notice to the chief law enforcement officer for the other Party. A withdrawing Party shall pay all reimbursements/obligations owed to the remaining Party as stated under the terms of this Agreement, to the date of withdrawal. The remaining Party shall also pay all reimbursements/obligations owed to the withdrawing Party as stated under the terms of this Agreement, to the date of withdrawal.

B.) This Agreement shall terminate upon expiration of the Term or by mutual written agreement of all Parties in the form of a resolution by the Party's governing body.

XVI. Severability

Should a court of competent jurisdiction rule any portion, section, or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section, or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FOR THE CITY OF SAINT PAUL

Approved as to Form

By: _____
Judy Hanson, Assistant City Attorney

Approved _____
Jack Serier, Assistant Chief of Police

Approved _____
Melvin Carter, Mayor (or designee)

Approved _____
John McCarthy, Financial Services

Designee for purposes of receipt of Notice:

Title: _____

Address: _____

FOR THE CITY OF SOUTH SAINT PAUL

Approved as to Form

By: _____
Peter Mikhail, City / Assistant City Attorney

Approved _____
Brian Wicke, Chief of Police

Approved _____
Jimmy Francis, Mayor

Approved _____
Clara Hilger, Finance Director

Designee for purposes of receipt of Notice:

Title: _____

Address: _____

COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.