

MUTUAL AID AGREEMENT (Police Department Personnel)

THIS MUTUAL AID AGREEMENT ("Agreement") is made effective as of the 1st day of November, 2012, by and between the City of Minneapolis, a Minnesota municipal corporation ("Minneapolis") and the City of St. Paul, a Minnesota municipal corporation ("St. Paul").

WHEREAS, Minneapolis and St. Paul desire to be prepared to address adequately fire, flood, natural disaster, civil disturbance or other emergency which may occur within the other city; and

WHEREAS, in order to protect the public peace and safety, preserve the lives and property of people in each city, Minneapolis and St. Paul agree to furnish assistance to one another in the event of said emergency.

NOW THEREFORE, the Minneapolis and St. Paul hereby agree to furnish assistance to each other upon the terms and conditions set forth in this agreement.

I. Purpose

The general purpose for this Agreement is to enable Minneapolis and its police personnel to come to the aid of St. Paul and to enable St. Paul and its police personnel to come to the aid of Minneapolis as permitted in Minnesota Statutes, Section 471.59 and Minnesota Statutes, Section 12.331. This Agreement is limited to Minneapolis and St. Paul only and does not extend to the State Department of Public Safety or any other political subdivisions of the State of Minnesota.

II. Definitions

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

City means a Providing City or a Requesting City.

Emergency means any major disaster including, but not limited to a multi-alarm fire, casualty involving the damage, collapse or destruction of private or public infrastructure, accident or occurrence involving one or more modes of transportation including, but not limited to air, rail, vehicular or water craft, 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, or any threat to national security all as further defined at Minnesota Statutes Section 12.03 or 44 CFR Sections 206.2(a)(9) and (17), respectively.

Incident Commander means the ranking official responsible for overseeing the management of Emergency Responders and for the planning, logistics and finances at the field level during an Emergency.

Police Officer means any of the law enforcement personnel of the Providing City or the Requesting City.

Providing City means the entity that provides mutual aid assistance to the Requesting City.

Requesting City means the entity that requests mutual aid assistance from a Providing City for an Emergency.

Self Deployment means deploying resources without a request for mutual aid assistance by the Requesting City.

State means the State of Minnesota.

III. Scope of Services

A participating political subdivision may request assistance (a “Requesting City”) from other participating subdivisions (a “Providing City”) to provide a Scope of Services either due to a disaster that results in the declaration of an Emergency or as a participant in drills or exercises authorized under legislation or this Mutual Aid Agreement. A request for Emergency assistance shall be made by a Requesting City to a Providing City by contacting its chief executive officer 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 City to the Providing City’s chief executive officer or designee as soon as practical or within the number of days as the State in its discretion, may dictate.

The requests and response for requests under this Agreement is limited to police personnel assistance services, equipment supplies, and other resources.

For an Emergency which the Requesting City will seek reimbursement of costs from the Federal Emergency Management Agency (FEMA), the Requesting City shall make the request for assistance to each Providing City 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 City in accordance with the FEMA Disaster Assistance Policy and will disburse the federal share of funds owed to a Providing City.

IV. Joint Responsibilities for Participating Political Subdivisions

Each participating political subdivision to this Mutual Aid Agreement will attempt to identify, communicate or undertake each of the following emergency management responsibilities as a condition precedent to signing or at any, rate identify, communicate or undertake the following emergency management responsibilities during the term of this Mutual Aid Agreement:

- A. Identify and catalog potential hazards that could affect participants during an Emergency using an identification system common to all participating political subdivisions.
- B. Conduct joint planning, intelligence sharing, threat assessment development and training with participating political subdivisions.
- C. Identify and inventory the current services, equipment, supplies, and other resources related to the planning, prevention, mitigation, response and recovery activities of participating political subdivisions.

- D. Adopt and put into practice the standardized incident management system approved by the State Department of Public Safety, Division of Homeland Security and Emergency Management.

V. Compensation

The Requesting City and any Providing City will each be responsible for its own costs and compensated for any Scope of Services arising from any Emergency that may occur during the Term of this Agreement.

Unless the Emergency is eligible for reimbursement by FEMA, a Providing City shall be responsible for the costs and compensation of its personnel, equipment and supplies. The Providing City shall also be responsible for injuries or death to any of its personnel or damage to or destruction of its equipment and supplies.

Unless the Emergency is eligible for reimbursement of costs by FEMA, the Providing City shall make no demand to the Requesting City for the reimbursement of the costs or expenses of the Providing City for assistance rendered pursuant to this Mutual Aid Agreement. For an Emergency eligible for reimbursement of costs by FEMA, the labor force expenses of the Providing City will be treated as contract labor, with regular time and overtime wages and certain benefits eligible for reimbursement.

Notwithstanding the previous provisions in this Section, a Requesting City may reimburse a Providing City that has provided assistance pursuant to this Mutual Aid Agreement. The Requesting City will reimburse the Providing City if the Requesting City has so indicated in its written request. The parties will use the following procedure to resolve cost reimbursement: (1) use all reasonable efforts to discuss and resolve the cost reimbursement dispute within 30 days of receipt of a written notice issued by the party indicating noncompliance; and (2) if the cost reimbursement dispute has not been resolved within 90 days of the date of receipt of the written notice of noncompliance, or such other reasonable time period, then either party may require that the matter be resolved through arbitration. Any arbitration under this provision will be conducted under the commercial rules of the American Arbitration Association.

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

VI. Limitations

A participating political subdivision's obligation to provide assistance in the prevention of, response to and recovery from an Emergency or in authorized drills or exercises is subject to the following conditions:

A Requesting City must have either declared a state of emergency in a manner outlined in Article I or authorized drills and exercises.

A Providing City may withhold resources to the extent necessary to provide reasonable protection and services for its own jurisdiction.

Emergency response personnel of a Providing City shall continue under the command and control of the Providing City and its own processes and procedures including, but not limited to, its medical protocols, standard operating procedures and other protocols, but shall be under the operational control of the Incident Commander and be subject to the incident management system of the Requesting City.

Assets and equipment of a Providing City shall continue under the control of the Providing City, but shall be under the operational control of the Incident Commander within the incident management system of the Requesting City.

VII. Terms of Agreement

This Agreement shall be in full force and effect from January 1, 2012 through December 31, 2022 unless terminated earlier by one of the parties as provided in Section XVII., Termination or Cancellation of Agreement.

VIII. Notices

- A. General - Upon the request of the chief executive officer of the Requesting City, the mayor or chief executive officer of the Providing City shall authorize and direct Police Officers and associated emergency personnel of the Providing City to go to the assistance of the Requesting City. The Providing City shall provide Police Officers who possess the required qualifications along with the equipment and supplies of the Providing City to the Requesting City at the discretion of the mayor or chief executive officer of the Providing City and as otherwise deemed necessary by the Requesting City and the Incident Commander.
- B. Other Communication – All other communication and details concerning this Mutual Aid Agreement shall be directed to the following representatives or their successors or assigns of the respective cities:

Requesting City Lieutenant Don Harris

Providing City Assistant Chief Kathy Wuorinen

IX. Liability and Indemnification

The Requesting City shall not be responsible for any injuries, losses, damages to persons or property arising out of the acts or omissions of any of the personnel of the Providing City, except that if persons or property not domiciled in or employed by either city are injured or suffer damages or losses as a result of actions taken by personnel of the Providing City while specifically carrying a general assignment of the Requesting City, then such injuries, damages and losses shall be the sole and direct responsibility of the Requesting City.

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

X. Insurance

Both the Requesting City and the Providing City represent and warrant that each City is self-insured pursuant to Minnesota Statutes Section 471.981 and that each City's limits of liability on any claim within the scope of Minnesota Statutes, Chapter 466, are limited to the dollar amount arising out of an occurrence as provided in Minnesota Statutes Sections 466.01 through 466.15.

Both the Requesting City and the Providing City represent and warrant that each City is self-insured under the State of Minnesota's worker's compensation laws.

Police Department personnel of a participating political subdivision responding to or rendering assistance pursuant to an Emergency request who sustain injury or death in the course of, and arising out of, their employment are entitled to all applicable benefits normally available to personnel while performing their duties for their employer. Police Officers shall receive any additional state and federal benefits that may be available to them for line of duty deaths.

XI. Independent Contractors Agreement

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Each City shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Agreement. Any and all employees of each City or other persons engaged in the performance of any work or services required by that City under this Agreement shall be considered employees or sub-contractors of that City only and not of the other City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of City employing said personnel.

XII. Assignment or Transfer of Interest

Neither the Requesting City nor Providing City shall assign any interest in the Mutual Aid Agreement and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the assignee City. Neither the Requesting City nor Providing City shall subcontract any services under this Agreement without prior written approval of the other City's Contract Manager designated herein.

XIII. General Compliance

Both the Requesting City and the Providing City agree to comply with all applicable Federal, State and local laws and regulations governing any federal funds provided under this Agreement.

XIV. Accounting Standards and Retention of Records

A. Accounting - Both the Requesting City and the Providing City 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 - Both the Requesting City and the Providing City shall retain all records pertinent to expenditures incurred under this Agreement for a period of six years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Agreement shall be retained for six years after final disposition of such property.

XV. Data Practices

Both the Requesting City and the Providing City 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 City must immediately report to the other City any requests from third parties for information relating to this Agreement. Each City agrees to promptly respond to inquiries from the other City concerning data requests. Each City agrees to hold the other City, its officers, and employees harmless from any claims resulting from unlawful disclosure or use of data protected under state and federal laws.

XVI. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Agreement and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the Requesting City's County, State of Minnesota.

XVII. Non-Discrimination

Both the Requesting City and the Providing City 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, Section 181.59 and Chapter 363A, incorporated herein by reference.

XVIII. Termination and Cancellation of Agreement

Each City may cancel this Agreement for any reason without cause upon thirty (30) days written notice. The Requesting City and the Providing City may terminate this Agreement if either party fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement. The non-defaulting party shall have the right to terminate this Agreement, if the default has not been cured after ten (10) days written notice has been provided. If termination shall be without cause, the Requesting City shall pay the Providing City all compensation earned to date of Agreement termination.

XIX. Severability

Should a court of competent jurisdiction rule any portion, section or subsection of this legislation 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 ST PAUL:

Approved _____
Thomas Smith, Chief of Police

Approved _____
Chris Coleman, Mayor

Approved _____
Todd Hurley, OFS

Approved as to Form
By: _____
Assistant City Attorney

BY THE CITY OF MINNEAPOLIS:

Approved as to Form
By: _____
Assistant City Attorney

Approved _____
Timothy Dolan, Chief of Police
Department Head responsible for the Monitoring of this Contract

Countersigned: _____
Finance Officer Designee

EXHIBIT A

SCOPE OF SERVICES

**Form of Invoice
As prepared by Providing City**