Council File #_____
Green Sheet #_____

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by _____

WHEREAS, the City of Saint Paul Police Department (SPPD) wishes to enter into a Mutual Aid Agreement with the City of Duluth, which includes an indemnification clause; and

WHEREAS, the purpose of this agreement is to protect the public peace and safety, preserve the lives and property of people in each jurisdiction by each party agreeing to furnish assistance to one another in the event either jurisdiction is in need of assistance; and

WHEREAS, the general purpose of the agreement is to enable each jurisdiction and their respective police personnel to come to the aid of the other jurisdictions, parties to this agreement; and

THEREFORE BE IT RESOLVED, that the council approves entering into and authorized Chief Thomas Smith to implement the attached mutual aid agreement with the City of Duluth, which includes an indemnification clause.

Requested by Department of: **POLICE**

By: **Thomas E. Smith, Chief of Police**

T E Smith

MUTUAL AID AGREEMENT

THIS AGREEMENT, entered into by and between the CITY OF DULUTH, MINNESOTA, (hereinafter "Duluth"), and the CITY OF ST. PAUL, MINNESOTA, (hereinafter "St. Paul"), both parties being governmental and political subdivisions and responsible for the enforcement of criminal laws in their respective jurisdictions.

WHEREAS, both Duluth and St. Paul employ full-time police officers for the purpose of maintaining law and order within their respective corporate limits and affording police protection to their respective citizens; and

WHEREAS, both Duluth and St. Paul are desirous of having their respective police officers extend their jurisdiction beyond their respective corporate limits for the purpose of providing assistance upon request;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Duluth and St. Paul agree as follows:

Purpose
This Agreement is made pursuant to Minnesota Statutes §471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this Agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions.

Definitions
1. "Party" means a political subdivision.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a party that requests assistance from other parties.
4. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
5. "Responding Party" means a party that provides assistance to a Requesting Party.
6. "Assistance" means law enforcement personnel and equipment.

Procedure
1. **Request for assistance**. Whenever, in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of the other party to furnish assistance.

2. **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 provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.

3. **Recall of assistance**. The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.

4. **Command of scene**. The personnel and equipment of the Responding Party will follow the policies and procedures of the Responding Party and will be under the Responding Party's command and control, but will follow the operational direction of the Requesting Party and will be subject to the incident management of the Requesting Party.

Workers' Compensation and Employee Benefits
Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue the 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 the other party or its officers, employees or volunteers. Any law enforcement employee providing assistance pursuant to this Agreement shall continue to be covered by his or her employing agency for purposes of unemployment compensation, disability, vacation leave and other employee benefits.

Damage to Equipment
Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue the 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 the other party or its officers, employees or volunteers.

Tort Liability
1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. §466.01, subdivision 6) of the Requesting Party.

2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding 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 other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. For purposes of determining total liability for damages, the parties shall be considered a single governmental unit and the tort liability for the parties shall not exceed the limits on governmental liability for a single governmental unit.

The intent of this subdivision 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 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.

Nothing herein shall be construed as a waiver of any municipal tort liability limits, governmental immunities or defenses.

3. 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 any other party, or for recalling assistance, both as described in this Agreement.

Charges to the Requesting Party

1. The Responding Party may charge the Requesting Party for assistance rendered, including short term assistance. The Responding Party 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 to the extent that such reimbursement is available for expenses it incurs for services provided pursuant to this Agreement.

2. When practicable and upon request by the Requesting Party, the Responding Party shall communicate an approximation of its anticipated personnel expenses to the Requesting Party in advance of the assistance event. The parties recognize that Federal Emergency Management Association (FEMA) monies may be precluded if charges are not paid to the Responding Party for assistance that exceeds short-term (48 hours). Therefore, if assistance provided under this Agreement qualifies for FEMA monies and the assistance continues for more than 48 hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial 48 hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing the assistance for that amount.

3. Such charges are not contingent upon the availability of federal or state government funds.

Duration

This Agreement shall commence on June 15, 2015, regardless of the date of execution by the parties. This Agreement shall remain in full force and effect until it shall be terminated in the manner provided herein.

Termination
This Agreement may be terminated by either party upon fifteen (15) days written notice to the other party. Such notice shall be delivered to the Mayor or the Clerk of the City with a copy to the respective Chief of Police.

Execution
Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Miscellaneous
This Agreement shall be governed by the laws of the State of Minnesota.

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.

CITY OF DULUTH, MINNESOTA	**CITY OF ST. PAUL, MINNESOTA**
By: _____ Its Mayor	By: _____ Its Mayor
Date: _____	Date: _____
Attest: _____ Its Clerk	By: _____ Its Chief of Police
Countersigned:	
_____ City Auditor	_____ Director of Financial Services
Approved as to form:	Approved as to form:
_____ City Attorney	_____ City Attorney