

JOINT COOPERATIVE AGREEMENT FOR USE OF
PUBLIC WORKS PERSONNEL AND EQUIPMENT
Minneapolis Public Works Department and St. Paul Public Works Department
August, 2007

I. 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 the Cities of St. Paul and Minneapolis.

II. Definitions

- "Party" means either the City of Minneapolis or the City of St. Paul, as applicable .
- "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from the other Party.
- "Requesting Party" means a party that requests assistance from the other party.
- "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party will provide assistance to a Requesting Party.
- "Responding Party" means a party that provides assistance to a Requesting Party.
- "Assistance" means, Public Works personnel and/or associated equipment.

III. PARTIES

It is understood that the legal parties to this agreement shall consist of the City of Minneapolis and the City of St. Paul, though the agreement itself will be carried out primarily by each city's respective public works staff and employees..

IV. Procedure

Subd. 1. Request for assistance.

Whenever, in the opinion of a Requesting Official, there is a need for assistance from the other party, the Requesting Official may call upon the Responding Official of the other party to furnish assistance. Specialized activities of a non-emergency nature may also be requested and/or provided by the Parties of this Agreement

Subd. 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.

Subd. 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.

Subd. 4. Command of Scene.

The Requesting Party shall be in command of the mutual aid scene. All mutual aid operations will be performed in compliance with the National Incident Management System (NIMS). The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.

V. Workers' compensation

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 any other party for any workers' compensation benefits paid to its own employee or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, agents, or volunteers.

VI. Damage to equipment

Each party shall be responsible for damages to or loss of its own equipment. 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.

VII. Liability

Subd. 1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 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.

Subd. 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, 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.

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.

Subd. 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.

VIII. Charges to the Requesting Party

Subd. 1. A Responding Party to this agreement will levy no charges for assistance rendered to a Requesting Party under the terms of this agreement unless the assistance provided for a single incident response or a group of associated incidents continues for a period of more than eight (8) hours. The Requesting Party shall, regardless of the length of time of the assistance, reimburse the Responding Party for any supplies used in furtherance of this agreement. If assistance provided under this agreement continues for more than eight (8) hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial eight (8) hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party shall reimburse the party providing the assistance for that amount.

Subd. 2. Such charges are not contingent upon the availability of federal or state government funds.

IX. Duration

This agreement will be in force from the date of execution and notification by the Cities of Minneapolis and St. Paul. Either party may withdraw from this agreement upon thirty (30) days written notice to the other party or parties to the agreement.

X. Execution

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

Date _____

Entity: City of St. Paul

By: _____

Title: Mayor

Date: _____

By: _____

Title: Public Works Director

Date: _____

By: _____

Title: Director Office of Financial Services

Approved as to form:

By: _____

Title: Assistant City Attorney

Date _____

Entity: City of Minneapolis

By: _____

Title: Mayor

Date: _____

By: _____

Title: Public Works Director

Date: _____

By: _____

Title: Chief Financial Officer

Approved as to form:

By: _____

Title: Assistant City Attorney