

CITY OF _____
_____ SANITARY DISTRICT
MUTUAL AID AGREEMENT

A. Purpose.

This agreement is made pursuant to Minnesota Statute Section 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties by and between the City of _____ (“City”) and _____ Sanitary District (“___SD”). The intent of this agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions. Specifically the City and ___SD agree to provide assistance to each other in the form of labor and equipment for each Party’s respective wastewater collection and treatment system and the City’s water utility system.

B. 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, which shall be described as follows:
 - a. City of _____: Water/Wastewater Operator. It shall be within the discretion of the Responding Party to determine the need for equipment or additional labor for any given assistance provided pursuant to this Agreement.
 - b. _____ Sanitary District: Facility Manager and Lead Wastewater Operator. It shall be within the discretion of the Responding Party to determine the need for equipment or additional labor for any given assistance provided pursuant to this Agreement.
6. “Assistance” means:
 - a. Utility personnel/labor sharing and equipment for sanitary sewer utility collection and treatment system and water utility system.

7. "City" means the City of _____.
8. "____SD" means _____ Sanitary District.

C. 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 any other party to furnish assistance. For purposes of this Agreement the Parties agree to a schedule of duties, training, fees and reimbursement of expenses attached hereto as **Exhibit A**.
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 Requesting Party shall be in command of the mutual aid scene. 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.
5. **Use of Equipment.** Each Party shall be responsible for the use and operation of its equipment.

D. 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 volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

E. 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.

F. Liability.

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.
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.
3. 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. Further entering into the Agreement neither Party waives the tort liability limits set forth in chapter 466 of the Minnesota Statutes
4. 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.
5. 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.

G. Charges to the Requesting Party.

No charges will be levied by a Responding Party to this agreement for assistance rendered to a Requesting Party under the terms of this agreement unless that assistance continues for a period of more than 48 hours. If assistance provided under this agreement 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.

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

H. Duration.

This agreement will be in force for a period of one (1) year from the date of execution. This Agreement shall automatically renew for successive one-year terms. Any party may withdraw from this agreement upon sixty (60) days written notice to the other party or parties to the agreement.

I. Miscellaneous.

1. Each employee of the respective party shall maintain a monthly log for all hours of service performed pursuant to this Agreement including call out time.
2. The fee for assistance provided by either Party pursuant to this Agreement shall be negotiated by the Parties, including any extraordinary services. Attached hereto as **Exhibit A** is a schedule of fees for assistance/services agreed to by the Parties.
3. The Parties agree that within six months of execution of this Agreement the Parties will review and evaluate the terms, conditions and services provided pursuant to the Agreement.
4. Each Party agrees that it shall be responsible for all wages, salary, benefits and insurance coverage for its respective Responding Party/employee providing assistance pursuant to this Agreement.

J. Execution.

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. The effective date for this Mutual Aid Agreement shall be March 1, 2007.

Date: January ____, 2007

Entity: City of _____

By: _____
Name
Title: Mayor Pro-Tem

Date: January ____, 2007

Entity: City of _____

By: _____
Name
Title: City Clerk

Date: January _____, 2007

Entity: _____ Sanitary District

By: _____

Name

Title: Chairman

Date: January _____, 2007

Entity: _____ Sanitary District

By: _____

Name

Title: Vice Chairman

EXHIBIT A

Effective 2007 the rate for training assistance provided by _____SD to the City, as requested by the City, shall be \$_____/hr.