

Twin Cities Public Health and Environmental Health Entities in Minnesota  
**MUTUAL AID AGREEMENT**

WHEREAS, pursuant to Minnesota Statutes Section 471.59, political subdivisions of the State of Minnesota may jointly and cooperatively exercise powers common to each of the contracting parties; and

WHEREAS, the original participating parties set forth on Exhibit A, attached hereto and incorporated by this reference, executed the Twin Cities Public Health Departments in Minnesota PUBLIC HEALTH MUTUAL AID AGREEMENT on or about February, 2007; and

WHEREAS, the parties agree that, in order to make changes to that agreement and in lieu of an amendment, the parties, and any potential parties, including but not limited to those possible additional parties set forth on Exhibit A or as otherwise provided, shall execute this Twin Cities Public Health and Municipal Environmental Health Entities in Minnesota MUTUAL AID AGREEMENT; and

WHEREAS, the purpose of this agreement is to strengthen the preparedness of the public health and environmental health system in Minnesota; and

WHEREAS, the parties desire to simplify the defense of claims by eliminating conflicts among defendants that are parties to this Agreement; and

WHEREAS, emergencies may occur in the future which will require local public health and/or environmental health entities to come to the aid and assistance of other local public health or environmental health entities; and

WHEREAS, the intent of this agreement is to make personnel, equipment, and other resources available to political subdivisions in the event of an emergency, training, drill or exercise; and

WHEREAS, the parties participating in this Agreement have determined that it is in their best interests to assist one another in the event of an emergency, training, drill or exercise.

NOW, THEREFORE, in consideration of the foregoing, the participating parties agree as follows:

I. PURPOSE

It is recognized and acknowledged that in certain situations, including but not limited to, natural disasters, public health emergencies, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency or enemy attack, disease outbreaks, special events, or trainings, drills or exercises in preparation for any of these eventualities, the use of the personnel, equipment, supplies and/or services of a local public health entity to perform functions outside its jurisdictional limits is desirable and

necessary to preserve and protect the health, safety and welfare of the citizens of the State of Minnesota.

This Agreement only addresses assistance provided by a participating party in response to a request made by a participating party and does not affect the applicability of Minn. Stat. § 12.331, Minn. Stat. § 12.33, or other pertinent laws to other activities that may be undertaken by a political subdivision.

## II. DEFINITIONS

For the purposes of this mutual aid agreement, the following terms shall be defined as follows:

- A. “Employee” means those personnel currently working for a party including, elected and appointed officials, officers and volunteers who are registered with and under the direction and control of that party as required by Minn. Stat. §12.22, subd. 2a (a) (2005).
- B. “Participating Party” means the local public health or environmental health authority of a political subdivision that is a party to this Agreement.
- C. “Requesting Official” means the person designated by a Participating Party who is responsible for requesting Assistance from the other Participating Parties.
- D. “Requesting Party” means a Participating Party that requests assistance from other Participating Parties.
- E. “Responding Official” means the person designated by a Participating Party who is responsible to determine whether and to what extent that Participating Party should provide assistance to a Requesting Party.
- F. “Responding Party” means a Participating Party that provides assistance to a Requesting Party.
- G. “Assistance” means Public Health or Environmental Health personnel, equipment, supplies and/or services.

## III. PROVISION OF MUTUAL AID

- A. 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. The Requesting Party, within a reasonable period of time, shall provide the Responding Party/ies with a written confirmation of the need for assistance including details regarding requested resources, timelines/schedules and location(s) for assistance.

- B. 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. Once assistance has been authorized, the Responding Party, within a reasonable period of time, shall provide the Requesting Party with a written confirmation of assistance including details regarding the personnel and resources to be provided and when they will be available.
- C. Recall and Release 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 or its designee, it is considered to be in the best interest of the Responding Party to do so. The Requesting Party may at any time release a Responding Party or an individual from providing any further assistance.
- D. 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.
- E. State Declared Emergency. If the State of Minnesota or an authorized state agency declares an emergency, the statutes and administrative rules pertaining to state declared emergencies shall prevail where they conflict with the provisions of this Agreement.

#### IV. LIABILITY

- A. Each Requesting Party shall defend, indemnify and hold harmless a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466 and other applicable law, rule, and regulation, including common law. The purpose of creating this duty to defend, indemnify and hold harmless, is to simplify the defense of claims by eliminating conflicts among defendants that are parties to this Agreement.
- B. For 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, but only for purposes of addressing liability under this Agreement. The employees of the Responding Party shall not be considered employees of the Requesting Party for any other purpose.
- C. The Requesting Party shall defend, indemnify and hold harmless the Responding Party, its Employees, officers and elected and appointed officials against any and all claims brought or actions filed against the Responding Party, its Employees, officers and elected and appointed officials 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 statutory limits of liability for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any party.

- D. Each Participating Party agrees to promptly notify the other Participating Parties if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other Participating Parties, and arising out of acts or omissions related to this Agreement.
- E. No party to this Agreement or 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 or releasing assistance as described in this Agreement.
- F. If a Participating Party utilizes contractors or agents to provide services or assistance under this Agreement, the Participating Party shall execute a contract with the contractor and agent including the following language. Failure to include the following language shall constitute a material breach of this Agreement:

CONTRACTOR shall defend, indemnify, and hold harmless each Participating Party in the Twin Cities Public Health and Municipal Environmental Health Entities in Minnesota Mutual Aid Agreement, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Contract, and against all loss by reason of the failure of the CONTRACTOR to perform fully, in any respect, all obligations under this contract.

In order to protect the CONTRACTOR and those listed above under the indemnification provision, the CONTRACTOR agrees at all times during the term of this Contract, and beyond such term when so required, to have and keep in force the following insurance coverages, in amounts equal at least to the municipal tort liability limits of Minnesota Statutes Chapter 466 or other applicable law as currently in effect or as may be amended

from time to time, unless specific dollar limits are otherwise provided herein:

Limits

- (1) Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate (The full limits of coverage must be dedicated to apply to this project, per ISO form CG2501, or equivalent.)

Products—Completed Operations Aggregate  
Personal and Advertising Injury  
Each Occurrence—Combined Bodily  
Injury and Property Damage

- (2) Workers' Compensation and Employer's Liability:

Workers' Compensation

If the CONTRACTOR is based outside the State of Minnesota, coverage must apply to Minnesota law.

Employer's Liability. Bodily injury by:

Accident—Each Accident  
Disease—Policy Limit  
Disease—Each Employee

- (3) Professional Liability—Per Claim and Aggregate

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of the CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this contract. Copies of insurance policies shall be promptly submitted to (name of jurisdiction) upon written request.

The CONTRACTOR shall not commence work until it has obtained required insurance. The certificate(s) shall name (name of jurisdiction) as

the certificate holder and as an additional insured for the liability coverage(s) with respect to operations covered under the Contract.

The CONTRACTOR shall furnish to (name of jurisdiction) updated certificates during the term of this Contract as insurance policies expire. If the CONTRACTOR fails to furnish proof of insurance coverages, (name of jurisdiction) may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. (Name of jurisdiction) does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

Duty to Notify. The CONTRACTOR shall promptly notify (name of jurisdiction) of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services contained in this Contract. The CONTRACTOR shall also notify (name of jurisdiction) whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or (name of jurisdiction) might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Contract. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Contract.

V. WORKER'S COMPENSATION

Each party shall be responsible for injuries or death of its own Employees "to the extent required by law". Each party will maintain worker's compensation insurance or self-insurance coverage, covering its own Employees while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any worker's compensation benefits paid to its own Employee or their dependents, even if the injuries were caused wholly or partially be the negligence of any other party or employees.

VI. DAMAGE TO EQUIPMENT

Each Participating Party, to the extent a party is at fault, shall be responsible for damages to or loss of its equipment while acting within the scope of this Agreement.

VII. CHARGES TO THE REQUESTING PARTY

A. 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 eight (8) hours, as measured from the time Responding Party begins to provide assistance after being specifically directed by the Requesting Party to perform a task or tasks, unless the Requesting

Party is eligible to obtain reimbursement for expenses it incurred during this period from the United States, the State of Minnesota, or any other source. In that event the Requesting Party shall take all steps necessary to seek reimbursement to the Responding Party for the actual cost of any assistance provided during this initial eight (8) hour period including salaries, overtime, materials and supplies, and other necessary expenses.

- B. If assistance provided under this Agreement continues for more than eight (8) hours, the Responding Party may 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.
- C. The ability to levy such charges is not contingent upon the availability of federal or state government funds to reimburse the charges.

#### VIII. DURATION

This Agreement will commence upon execution by all eleven (11) original Participating Parties and shall terminate December 31, 2011, unless terminated sooner pursuant to section XI herein. This Agreement will only apply to those parties who have lawfully executed the document and returned a copy to:

Hennepin County Public Health Emergency Preparedness

Attention: Emergency Preparedness Unit Supervisor

1011 First Street South, Suite 215

Hopkins, MN 55343

(612) 543 -5220

#### IX. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Pursuant to the terms of the TWIN CITIES PUBLIC HEALTH DEPARTMENTS IN MINNESOTA PUBLIC HEALTH MUTUAL AID AGREEMENT, the original participating parties hereby give notice that said PUBLIC HEALTH MUTUAL AID AGREEMENT is terminated and shall be replaced in entirety by this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. The matters set forth in the

“WHEREAS” clauses at the beginning of this Agreement are by this reference incorporated into and made a part of this Agreement.

- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

X. COMMAND AND CONTROL

The Requesting Party shall command the mutual aid scene and provide direction to Employees of each Responding Party. A party shall not be considered to be either a temporary or permanent employee of the other parties except as specifically described in this Agreement.

XI. DEFAULT AND WITHDRAWAL

- A. If a party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the party’s default is excused by the other parties, the non-defaulting parties may by majority, vote to remove the defaulting party by providing written notice of termination of the Agreement as to the defaulting party only. Any such removal or termination of this Agreement shall become effective upon the sending of such notice and will not cancel any obligations incurred by any party prior to such termination.
- B. Any party may withdraw from this Agreement with or without cause by providing thirty (30) days’ prior written notice to the other parties herein. Withdrawal shall not discharge any liability incurred by any Party prior to withdrawal. Such liability shall continue until discharged by law or agreement.
- C. The terms of Sections II, III, IV, V, VI, X, XII, and XIII shall survive the expiration, termination or withdrawal from this Agreement.

XII. RECORDS – AVAILABILITY/ACCESS

To the extent required by Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the parties agree that the any party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

XIII. DATA PRIVACY

Each party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. Each Party agrees to defend, indemnify and hold harmless the other parties, their elected and appointed officials, officers, agents, employees, and volunteers from any claims resulting from a party's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

XIV. COMPLIANCE

Participating Parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.

XV. EXECUTION

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

XVI. ADDITIONAL PARTIES AND COUNTERPARTS

A government unit, on behalf of its local public health and/or environmental health entity, may join this mutual aid Agreement and thereby become a Participating Party upon approval of the new government unit by a majority of the Participating Parties, through their governing body or their duly authorized designee, and execution of a copy of this Mutual Aid Agreement by the joining governing body.

This Mutual Aid Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

XVII. CONTRACT ADMINISTRATION

In order to coordinate the services so as to accomplish the purposes of this Agreement, each Participating Party's Director of Public Health, Director of Environmental Health, or equivalent counterpart, shall be the contact person for each Participating Party under this Agreement. A Participating Party may designate someone other than the Director of Health, Director of Environmental Health, or equivalent, as the contact person by providing written notice to all other Participating Parties.

*A SIGNATURE PAGE FOR EACH PARTY SHALL BE ATTACHED*

The Hennepin County Board of Commissioners having duly approved this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, and pursuant to such approval, the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

**COUNTY OF HENNEPIN**

By: \_\_\_\_\_  
Assistant/Deputy/County Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair of its County Board

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Deputy/Clerk of the County Board

Date: \_\_\_\_\_

Reviewed by the County Attorney's Office

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY or COUNTY OF \_\_\_\_\_**

By: \_\_\_\_\_  
Title of Official

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title of Official

Date: \_\_\_\_\_

Reviewed and approved by the  
City or County Attorney.

By: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

**Participating Parties to the Agreement:**

1) Original signers to the Twin Cities Public Health Mutual Aid Agreement: Community Health Boards in the Twin Cities 7-County metro area.

Anoka County  
City of Bloomington  
Carver County  
Dakota County  
City of Edina  
Hennepin County  
City of Minneapolis  
Ramsey County  
City of Richfield  
Scott County  
Washington County

2) Possible additional signers as of October 2007: other governmental units as defined by applicable statute including but not limited to political subdivisions, municipalities or other governmental units with environmental health or public health services or resources.

City of Brooklyn Park  
City of Crystal  
City of Hopkins  
City of Maplewood  
City of Minnetonka  
City of St. Louis Park  
City of St. Paul  
City of Wayzata

University of Minnesota