



Le Sueur County, MN

Tuesday, May 3, 2016

Board Meeting

Item 6

9:55 a.m. Dave Tietz, Sheriff (5 min)

RE: Squad Equipment

RE: Mutual Aid Agreement

RE: National Police Week

Staff Contact:

MUTUAL AID AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, ("HENNEPIN") on behalf of the Hennepin County Sheriff's Office ("HCSO") and the COUNTY OF LESUEUR, STATE OF MINNESOTA ("LESUEUR") on behalf of the LeSueur County Sheriff's Office ("LCSO").

WHEREAS, pursuant to Minnesota Statutes Section 387.03, HCSO and LCSO are responsible for keeping and preserving the peace in their respective counties as well as performing other law enforcement related activities ("Law Enforcement");

WHEREAS, between June 20, 2016 and June 30, 2016, the Major County Sheriff's Association Summer Meeting and the National Sheriff's Association Conference & Exhibition, 2016 will be held in and around Hennepin County, Minnesota (the "Conference"); and

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, this Agreement establishes each party's rights, duties and obligations in the event HCSO requests LCSO's personnel, equipment, or other resources to assist with Law Enforcement in the time before, during or after the Conference; and

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

I. TERM

Except as otherwise provided herein, this Agreement shall commence on June 20, 2016 and expire on June 30, 2016, unless terminated earlier in accordance with the terms herein.

II. LAW ENFORCEMENT

- A. Upon HCSO's request, LCSO shall provide requested personnel, equipment and/or other resources to assist HCSO in Law Enforcement before, during or after the Conference.
- B. LCSO shall only assign peace officers in good standing that have completed all LCSO employment probationary periods ("LCSO Peace Officer(s)").
- C. Unless otherwise directed by HCSO, LCSO personnel shall be equipped and supplied with a seasonally appropriate patrol uniform of the day along with appropriate equipment, including but not limited to service belts, a service weapon and personal soft ballistic body armor that shall be worn while on duty.

- D. Law Enforcement shall be performed in cooperation and collaboration with HCSO peace officers and personnel ("HCSO Personnel") and in accordance with established law enforcement policies and procedures. LCSO Peace Officer(s) shall be subject to HCSO's direction, supervision, command and control at all times during performance hereunder. HCSO shall exercise best efforts to follow unified command principles and practices as established throughout the law enforcement community (herein referred to as "Unified Command"). In accordance with applicable law and to the extent practicable, LCSO Peace Officer(s) shall aid and assist HCSO Personnel in a manner and to a degree that HCSO personnel shall be the officer of record for arrests, citations and other official acts.
- E. HCSO shall refer disciplinary matters involving LCSO Peace Officer(s) to LCSO. In HCSO's sole discretion, investigation of such matters may be jointly conducted by HCSO and LCSO. Except if, based on the judgment of HCSO, a particular matter represents probable cause for the issuance of a criminal complaint, HCSO may refer the matter directly to an external law enforcement agency for investigation provided LCSO is notified in advance thereof.
- F. Notwithstanding the TERM of this Agreement (as set forth in Section I), XCSO Peace Officer(s) shall assist and/or participate in subsequent and necessary criminal, civil or administrative legal proceedings.
- G. The parties acknowledge and agree that nothing herein is intended to nor shall be construed as requiring that HCSO use LCSO Peace Officer(s) for Law Enforcement. Duty assignments will be solely in HCSO's discretion. Regardless of an LCSO Peace Officer(s) rank or job title with LCSO, the LCSO Peace Officer(s) shall be subject to the structure of command set forth herein and as determined by the HCSO Coordinator, by and through the Unified Command. HCSO may, in its sole discretion, refuse to accept or use any LCSO Peace Officer(s).

III. LIABILITY

- A. Each party is responsible for its own acts and omissions and for the acts and omissions of its officers, employees and personnel. For clarification and not limitation, each party shall be responsible for injuries or deaths of its own officers, employees and personnel. Each party will maintain worker's compensation insurance or self-insurance coverage, covering its own personnel while they are performing hereunder. Each party waives the right to sue the other party for any worker's compensation benefits paid to its own personnel or their dependents, even if the injuries were caused wholly or partially by the negligence of the other party or its personnel. Each party, to the extent that party is at fault, shall be responsible for loss of or damages to its equipment while acting within the scope of this Agreement.

- B. The parties are not agreeing, in any manner whatsoever, to be responsible for the acts or omissions of the other party, or the results thereof. As applicable, a party's liability is governed by the provisions of Minnesota Statutes, Chapter 466. The statutory limits of liability for the parties may not be added together or stacked to increase the maximum amount of liability for either or both parties. Under no circumstances, 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.
- C. LCSO shall promptly notify HCSO 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, arising out of acts or omissions related to this Agreement.

IV. NO COSTS OR PAYMENTS

HENNEPIN shall not pay LeSueur County any amount for performance hereunder. For clarification and not limitation, LeSueur County shall be solely liable and responsible for paying any and all amounts related to its performance including but not limited to LCSO Peace Officer(s) wages, salaries and fringe benefits as well as the costs and expenses of travel, lodging or any other per diem expenses.

V. DATA

The parties shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Unless otherwise required by applicable law, comprehensive law enforcement data related hereto, including but not limited to arrest data, response or incident data and investigative data, shall be created by or on behalf of HCSO and, accordingly, said data shall be maintained and managed by HCSO ("Law Enforcement Data"). If LCSO receives an MGDPA request or other legal demand for Law Enforcement Data, LCSO shall (i) immediately notify HCSO of the request and provide all details and information related to the request; (ii) direct the requesting party to contact the HCSO's Responsible Authority or her designee; (iii) explain to the requesting party that the request has been directed to COUNTY, that COUNTY shall respond to said request and provide contact information for HCSO's Responsible Authority; and (iv) perform any other reasonable tasks necessary to expedite fulfillment of the request. In accordance with the foregoing, HCSO's Responsible Authority shall be Carrie Hill (carrie.hill@hennepin.us), or her designee.

VI. COMPLIANCE WITH APPLICABLE LAW

The parties shall comply with applicable state, federal and local law and regulations in force or hereinafter enacted including but not limited to laws and policies related to Non-Discrimination and Affirmative Action.

VII. NO EMPLOYEE RELATIONSHIPS

Notwithstanding any other provision of this Agreement, including but not limited to provisions regarding command and control of LCSO Peace Officer(s), the parties expressly acknowledge and agree that nothing herein is intended to nor shall be construed as creating any employment relationship between any LeSueur County personnel, including but not limited to LCSO Peace Officer(s), and HENNEPIN. HENNEPIN shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the "Workers' Compensation Act") and claims of discrimination against LeSueur County or HENNEPIN, their officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

VIII. HCSO CONTACT

Major Jeffrey Storms or his designee (the "HCSO Coordinator") shall lead the Unified Command and shall be responsible for the daily operation and coordination of LCSO Peace Officer(s), including but not limited to determining duty assignments.

IX. ENTIRE AGREEMENT

The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. 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.

THE REMAINDER OF THIS PAGE IS BLANK

COUNTY BOARD AUTHORIZATION

Reviewed by the County
Attorney's Office

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

And: _____
Assistant/Deputy/County Administrator

Date: _____

COUNTY OF LESUEUR
STATE OF MINNESOTA

By: _____

Its: _____

And: _____

Its: _____

LeSueur County represents and warrants that the person who executed this contract is authorized to do so pursuant to applicable law and that any other applicable requirements have been met.

To recognize National Police Week 2016 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the **LE SUEUR COUNTY SHERIFF'S OFFICE**;

WHEREAS, nearly 15,725 assaults against law enforcement officers in 2014, resulting in approximately 13,824 injuries;

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, 252 names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 123 officers killed in 2015 and 129 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28th Annual Candlelight Vigil, on the evening of May 13, 2016;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the **MINNESOTA LAW ENFORCEMENT MEMORIAL ASSOCIATION'S** Annual Candlelight Vigil, on the evening of May 15, 2016;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 15-21; NOTE: Because May 15, 2016 falls on a Sunday, some events will take place before the official dates of police week 2016.

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families;

THEREFORE, BE IT RESOLVED that the **LE SUEUR COUNTY BOARD** formally designates May 15-21, 2016, as Police Week in **THE COUNTY OF LE SUEUR**, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.