



Board of County Commissioners Agenda Request

2.5
Agenda Item #

Requested Meeting Date: May 12, 2020

Title of Item: Mutual Aid Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: Sheriff Dan Guida	Department: Sheriff's Office
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Presenter (Name and Title): Sheriff Dan Guida	Estimated Time Needed: 5 Minutes
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Summary of Issue:
Mutual Aid Agreement for the District 2 Sheriff's.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Recommend approval of the Mutual Aid Agreement

Financial Impact:
 Is there a cost associated with this request? Yes No
 What is the total cost, with tax and shipping? \$
 Is this budgeted? Yes No *Please Explain:*

Legally binding agreements must have County Attorney approval prior to submission.

LAW ENFORCEMENT MUTUAL AID AGREEMENT

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

Party - means a political subdivision.

Requesting Official - means the person designated by a Party who is responsible for requesting assistance from the other Party.

Requesting Party - means the party that requests assistance from other parties.

Responding Official - means the person designated by the party who is responsible to determine whether and to what extent that party should provide assistance to the Requesting Party.

Responding Party - means a party that provides assistance to the Requesting Party.

Assistance Type - Law enforcement personnel and equipment.

1 Procedure

11 Request for Assistance: Immediate Response / Short Term

1.1.1 Request for Assistance. Whenever, in the opinion of a Requesting Party there is an immediate need for assistance from the other party, the Requesting Party may call upon the Responding Party for assistance.

1.1.2 Responding to Request. Upon the request for assistance from a Requesting Party, the Responding Party may authorize and direct 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 other law enforcement personnel and equipment to the Responding Party.

1.1.3 Method. Whenever practical the Requesting Party shall request immediate assistance through the 911 Emergency Communications Operations Center and

the Responding Party shall indicate its intended response using the same method.

1.1.4 Command of Scene. Except as provided in Section 1.1.4.1, 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 determines to withdraw assistance.

1.1.4.1 Specialized Forces. When a Requesting Party requests the assistance of specialized forces from a Responding Party, such as a Tactical Command, Canine Units, Bomb Squads, Rescue Squad, etc., the personnel and equipment of the Responding Party shall be under the direction of the Responding Party.

1.1.5 Recall of Assistance. The Responding Official may at any time recall assistance provided hereunder to the Requesting Party 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 interest of the Responding Party to recall or withdraw the assistance provided by it.

1.1.6 Release of Assistance. The Requesting Party may at any time advise the Responding party that the assistance of the Responding Party is no longer needed. In such event the Responding Party shall withdraw its assistance at the earliest possible time that it is safe for its personnel and equipment to withdraw.

12 Request for Assistance: Long Term

1.2.1 Request for Assistance. Whenever, in the opinion of a Requesting Official, there is need for assistance from the other party that will reasonably be expected to continue beyond eight (8) hours, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.

1.2.2 Responding to Request. Upon the request for assistance from a Requesting Official on behalf of the 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 other law enforcement personnel and equipment to the Responding Party.

1.2.3 Method. A request for Long Term Assistance shall be made to the Responding Official and the Responding Official shall indicate the intended response of the Responding Party to the Requesting Official.

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assistance when in his or her best judgment or by any order from the governing body of the Responding Party, is considered to be in the best interests of the Responding Party to do so.

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2. Worker's 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, volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

3. 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 damage 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.

4. Liability

4.1 Requesting Party Liable. For the purpose 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. This is specifically agreed and intended to be applicable to situations covered by Section 1.1.4.1 of this Agreement.

4.2 Indemnification and Defense. 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 provisions 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 Statute Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims against multiple defendants from a single occurrence to be defended by a single attorney or a single law firm.

- 43 No Liability. No party to this Agreement nor any officer, employee, agent or official 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.

5. Charges to the Requesting Party

- 51 No charges will be levied by a Responding Party to this Agreement for assistance rendered to the Requesting Party under the terms of this Agreement pursuant to Section 1.1 hereof except as provided in Section 4 hereof. If assistance is provided under this Agreement pursuant to Section 1.2 hereof, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided pursuant to Section 1.2 herein, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party will pay the Responding Party providing the assistance that amount.
- 52 Such charges are not contingent upon the availability of federal or state government funds.

6. Duration

This Agreement is intended to remain in force and effect until revoked, notwithstanding whether the signatory is in office or not, until terminated by any Party hereto. Any Party may withdraw from this Agreement and terminate this Agreement with respect to it upon thirty(30) days written notice to the other Party or Parties to the Agreement.

7. Execution

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

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

This Agreement shall be construed as complementary to and not inconsistent with the provisions of Minnesota Statutes Section 12.331, which authorizes inter-agency disaster assistance.

By signature below, the authorized representative of a governmental unit hereby enters into the foregoing agreement effective upon the date of signature.

Date: 11 May 20 Entity: Aitkin County Sheriff's Office

By: Daniel G. Guida

Signature: [Handwritten Signature]

Title: Sheriff

By: _____

Signature: _____

Title: _____

A copy of the governing body resolution or other authorization to enter into this agreement is attached hereto.

**MONTHLY STATEMENT OF BUSINESS TRANSACTED IN
OFFICE OF COUNTY RECORDER, AITKIN COUNTY
April 2020**

NATURE OF BUSINESS TRANSACTED	FEES RECEIVED
COUNTY RECORDER FEES	\$40.00
MISC RECEIPTS	\$0.00
COPIES & C/COPIES	01-100.5840 \$4,215.70
NOTARY	\$60.00
TORRENS	\$125.00
TORRENS ASSURANCE	*** 9.2031 \$7.50
COUNTY GENERAL FUND	\$5,176.50
STATE TREASURY GENERAL FUND	*** 9.2036 \$3,801.00
LAND RECORDS COMPLIANCE FUND (UNALLOC)	1-100-195-5529 \$3,982.00
RECORDER TECHNOLOGY FUND	1-100-196-5529 \$3,620.00
COUNTY WELL CERTIFICATE	\$133.00
STATE WELL CERTIFICATE	*** 9.2027 \$623.00
COUNTY DEATH CERTIFICATE	\$408.00
STATE DEATH SURCHARGE	*** 9.2022 \$536.00
COUNTY BIRTH CERTIFICATES	\$76.00
STATE BIRTH SURCHARGE	*** 9.2022 \$40.00
CHILDREN'S SURCHARGE	*** 9.2024 \$30.00
LEGISLATIVE SURCHARGE (144.226 SUBD 3 (b))	*** 9.2036 \$100.00
TOTAL DEPOSIT OF CASH OR CHECKS TO THE AITKIN COUNTY TREASURER:	\$22,973.70

RECORDING DONE FOR WHICH NO PAYMENT WAS RECEIVED

VETERANS HONORABLE DISCHARGES	\$0.00
AITKIN COUNTY	\$322.00
AITKIN CO ROAD & BRIDGE	\$46.00
OTHERS	\$0.00
TOTAL	\$368.00

Michael T. Moriarty
 Michael T. Moriarty, Aitkin County Recorder

By *Lara Snyder*
 Deputy April 30, 2020

Documents Recorded for Month: 372
 Documents Recorded for Year: 1,174

Previous Year Statistics
Documents Recorded for Month: 439
Documents Recorded for Year:
Last Year's Monthly Deposit:

Aitkin County Board of Commissioners Board Meeting Attendance Record

Date: May 12, 2020

Name	Please check the boxes that apply.		
	Aitkin County Citizen	Aitkin County Employee	Company Representative – please list.
Dan Gwida		X	
Rich Courtemanche		X	
John Welle		X	
Ross Wagner		X	
Kirk Reysar		X	
Travis Fwechtmann			Contegrity
Carl			Contegrity

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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.

This Agreement is made between and among the signatory Parties who have duly approved and executed this Agreement. The duration and participation are defined and controlled by the terms of the Agreement included herein.

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By: Daniel G. Guida

Signature: [Handwritten Signature]

Title: Sheriff

By: William J Pratt

Signature: [Handwritten Signature]

Title: Board Chair Aitkin Co.

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