

DAKOTA COUNTY SOUTH METRO SWAT

2019 JOINT POWERS AGREEMENT

The parties to this Agreement are units of government responsible for critical incident response in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat § 471.59. This Agreement amends and supersedes the DAKOTA COUNTY MUTUAL-AGENCY ASSISTANCE GROUP, 2015 JOINT POWERS AGREEMENT, and shall become effective only upon the approval and execution hereof by duly authorized officers of all of the parties.

NOW, THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. **Name.** The parties hereby rename the existing Joint Powers Organization from Dakota County Multi-Agency Assistance Group (MAAG) to South Metro SWAT.
2. **General Purpose.** The purpose of this Joint Powers Agreement is to establish an organization to coordinate efforts to develop and provide joint response to critical incidents or high-risk entries where there is a risk of criminal violence, occurring within and outside of the parties' jurisdictions.
3. **Parties.** The parties to this Agreement shall consist of the following units of government:

City of Apple Valley
City of Farmington
City of Hastings
City of Inver Grove Heights
City of Lakeville
City of Faribault
City of Northfield

City of Mendota Heights
City of Rosemount
City of South St. Paul
City of West St. Paul
County of Dakota
County of Rice

4. **Governance.**
 - 4.1. Governing Board. The governing board ("Board") of the South Metro SWAT shall consist of one member and one alternate member appointed by the chief law enforcement officer of each party to this Agreement. Appointees shall be full-time supervisory peace officers of the appointing party. Resolutions or other documentation of the appointments shall be filed with the chair of the Board.

Members of the Board shall not be deemed to be employees of South Metro SWAT and shall not be compensated by the Board.

- 4.2. Terms. Appointees shall serve at the pleasure of the appointing party and may be removed only by the appointing party.
- 4.3. Officers. During the first quarter of each year the Board shall elect from its members a chair, vice chair and secretary/treasurer. The chair shall preside at all meetings of the Board and shall perform other duties as determined by the Board, including the authority to sign contracts authorized by the Board. The vice chair shall preside during the absence of the chair. The secretary/treasurer shall assist the chair in overseeing the Board's budget and finances.
- 4.4. Meetings. The Board shall have regular quarterly meetings. Special meetings may be held on reasonable notice by the chair or vice chair. The presence of a simple majority of the members shall constitute a quorum. All meetings of the board shall be subject to the Open Meeting Law.
- 4.5. Voting. Each party to this agreement shall have one vote at any meeting of the Board. Proxy votes are not permitted. The Board shall function by a majority vote of board members or alternate members present, provided that a quorum is present.

5. Duties of the Board.

- 5.1. The Board will formulate a program to carry out its purpose.
- 5.2. The Board will coordinate information between the parties and the South Metro SWAT.
- 5.3. The Board has the exclusive authority to and shall appoint and supervise the Team Commander and Assistant Team Commanders of the South Metro SWAT, including appointment to fill vacancies in these positions. Appointments require the concurrence of the chief law enforcement officer of the Team Commander's or Assistant Team Commander's employer.
- 5.4. The Board may relieve the Team Commander or an Assistant Team Commander of their duties at any time upon simple majority vote of the Board.
- 5.5. The Board shall review annually the policies and procedures of the South Metro SWAT Team.

6. Powers of the Board.

- 6.1. The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, except that the Board shall not enter into any contract the term of which exceeds one year.
- 6.2. The Board may enter in written contracts with any party to provide budgeting and accounting and administrative services necessary or convenient for the Board. Such services may include but not be limited to: management of all funds, payment for contracted services and other purchases, relevant bookkeeping and record keeping, records management, training records, and purchase of equipment.
- 6.3. The Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the party under contract to provide budgeting and accounting services.
- 6.4. The Board may apply for and accept gifts, grants or loans of money or other property (excluding real property) or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.
- 6.5. The Board must obtain and maintain liability insurance in amounts not less than the statutory liability limits established under Minn. Stat. Ch. 466 and may obtain other insurance it deems necessary to insure the parties, the Board, its members and employees of the parties for actions arising out of this Agreement, including, but not limited to extended reporting period coverage upon termination. With respect to employees of parties who have responded to a request for assistance pursuant to paragraph 9.5.1, they will be deemed to be taking actions arising out of this Agreement from the time they receive a request for assistance pursuant to this Agreement and commence traveling to the location where assistance is to be provided until the Team Commander or Assistant Team Commander has made the decision pursuant to paragraph 9.5.1 to recall the team.
- 6.6. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of the party providing budgeting and accounting shall apply to the Board.
- 6.7. The Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which it is organized.

- 6.8 South Metro SWAT does not have the authority to seize property for purposes of Minn. Stat. §§ 609.531-.5318.
- 6.9 The Board may retain legal counsel to advise the Board and provide civil legal services. The Dakota County Attorney's Office is not the Board's legal counsel.
- 6.10 All cash monies derived from South Metro SWAT operations shall remain the property of south Metro SWAT and shall be used in furtherance of South Metro SWAT efforts.
- 6.11 The Board is not responsible for investigating the conduct of the Team Commander, an Assistant Team Commander or any team member assigned to the South Metro SWAT. The Board will forward any complaints about any of the conduct of any such individual to the individual's employing agency.

7. **Budget and Finance.**

- 7.1. Budget. By April 30 of each year the Board shall prepare and adopt a budget for the following calendar year and may amend the same from time to time.
- 7.2. Expenses. The parties intend to fund South Metro SWAT through annual contribution paid by each party. The Board shall establish the contribution by April 30 of the year prior to the year when the contribution is payable. The parties agree to pay the contribution as determined by the Board on or before January 31 of the year following the determination, provided that the respective city council or county board for each party has included funds for this purpose in its adopted budget. If a party elects to withdraw from this Agreement, there will be no reimbursement of any part of the contribution made for the year of withdrawal.
- 7.3. Accountability. If the Board elects to contract with a party to provide budgeting and accounting services, the Board shall enter into a written fiscal agent agreement with such party. The fiscal agent shall forward reports on South Metro SWAT receipts and disbursements to the members on a monthly basis. Fiscal agent responsibilities include but are not limited to management of all funds, including party contributions and grant funds, payment for contracted services, and bookkeeping and recordkeeping. All funds shall be accounted for according to generally accepted accounting principles.
- 7.4 Invoices. The secretary/treasurer may authorize payment of invoices which are consistent with the adopted budget and shall report to the Board all such invoices at its next regular meeting.

8. **South Metro SWAT Team members.**

- 8.1. The Team Commander and Assistant Team Commanders and team members shall be licensed peace officers. The chief law enforcement officer of each party shall assign licensed peace officers to serve as South Metro SWAT team members, subject to approval of the Team Commander. Appointment as a Team Commander, Assistant Team Commander or team member pursuant to this Agreement shall not obligate any party to pay its employees so appointed any premium pay.
- 8.2. Team Commander, Assistant Team Commanders and team members assigned to the South Metro SWAT at all times will remain employees of the members' respective jurisdictions and will not be employees of the Board.

9. **Operations.**

- 9.1. Team Structure. The Team Commander, with Board approval, will organize a leadership structure for South Metro SWAT that ensures efficient operation and deployment of resources.
- 9.2. Budget. The Team Commander will prepare and present to the Board annually a requested operating and capital improvement budget for the following year.
- 9.3. Communication. The Team Commander will act as a liaison between the South Metro SWAT and the Board, providing quarterly updates on team status, deployment, and budget.
- 9.4. Training. The Team Commander shall be responsible for arranging monthly and annual training events for team members, consistent with direction from the Board. The Team Commander shall also be responsible for maintaining records of the training received by team leaders and members as well as records of all other activities undertaken by the Team Commander, Assistant Team Commanders, team leaders and team members pursuant to this Agreement.
- 9.5. **Deployment.**
 - 9.5.1. Requests for Assistance. Whenever a party, in its sole discretion, determines that conditions within its jurisdiction cannot be adequately addressed by that jurisdiction's personnel and resources because of a critical incident or need for high risk entry, the party may request, in accordance with policies and procedures of the Board, that the South Metro SWAT deploy a South Metro SWAT team to assist the party's jurisdiction. Upon a request for assistance, a South Metro SWAT team may be dispatched to the requesting party, in accordance with policies and procedures of the Board. A party may decline to make its personnel

available in response to any such request. Failure to provide assistance in response to a request made pursuant to this Agreement will not result in any liability to a party or South Metro SWAT. The Team Commander or Assistant Team Commander shall notify the Board members representing the employing agencies' team members who are deployed anytime that assistance is provided pursuant to this Agreement. The Team Commander will report to the Board quarterly regarding any assistance provided to a party pursuant to this Agreement. The Team Commander or an Assistant Team Commander may at any time and in his/her sole judgment recall the team. The decision to recall a team provided pursuant to this Agreement will not result in liability to the South Metro SWAT, any party, or to the Team Commander or Assistant Team Commander who recalled the team.

- 9.5.2. Direction and Control. A party may at any time recall its personnel or equipment if it is considered to be in the best interests of the party to do so. South Metro SWAT team members will be under the tactical control of the Team Commander or other person in command of the scene, until a party withdraws its personnel or equipment.
- 9.5.3. Compensation. When the South Metro SWAT provides services to a requesting party, the personnel of the South Metro SWAT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their employer. No charges will be levied by the South Metro SWAT or by the parties for specialized response operations provided to a requesting party pursuant to this Agreement unless that assistance continues for a period exceeding 24 continuous hours. If assistance provided pursuant to this agreement continues for more than 24 continuous hours, and the assistance is not provided in connection with a police call for services, any party whose officers provided assistance for South Metro SWAT may, at the direction of the board, submit itemized bills for the actual cost of any assistance provided, including salaries, overtime, materials and supplies, to the South Metro SWAT and the South Metro SWAT shall submit the invoices to the requesting party. The requesting party shall reimburse the South Metro SWAT for that amount, and the South Metro SWAT shall forward the reimbursement to the responding party.
- 9.5.4. Workers' Compensation. Each party to this Agreement shall be responsible for injuries to or death of its own employees in connection with services provided pursuant to this Agreement. Each party shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while they are providing assistance as a member of the South Metro SWAT. Each party to this Agreement waives the right to sue any other party for any workers' compensation benefits

paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees or agents. The Team Commander, Assistant Commander, and team members are not employees of the South Metro SWAT.

- 9.5.5. Damage to Equipment. Each party shall be responsible for damage to or loss of its own equipment occurring during deployment of the South Metro SWAT. 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 agents.
- 9.5.6. Liability and Indemnification. The South Metro SWAT is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

The South Metro SWAT shall defend and indemnify the parties and their officers, employees, volunteers and agents from and against all claims, damages, losses, and expenses, including reasonable attorney fees, arising from the South Metro SWAT activities or operations, including deployments of a South Metro SWAT team, decisions of the Board, and South Metro SWAT training activities.

To the full extent permitted by law, this Agreement is intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other parties.

Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Under no circumstances shall a party be required to pay on behalf of itself and any other parties any amounts in excess of the limits of liability established in Minnesota Statutes Ch. 466 applicable to any third party claim. 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 third party claim.

Any excess or uninsured liability shall be borne equally by all the parties, but this does not include the liability of any individual officer, employee,

or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee or volunteer of any member for any act or omission for which the officer, employee or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

9.6. Aid to Non-Parties.

9.6.1. Upon a request for assistance from a governmental unit that is not a party to this Agreement, a South Metro SWAT team may be dispatched to such governmental unit, in accordance with policies and procedures of the Board, for a period of time not to exceed 24 hours, provided that the police chief or Sheriff, as appropriate, has consented to such deployment of his or her respective employees. Failure to provide assistance in response to any such request shall not result in any liability to a party or South Metro SWAT. The Team Commander or Assistant Team Commander shall notify the chair of the Board any time such assistance is provided. The Team Commander or Assistant Team Commander may at any time and in his/her sole judgment recall the team. The decision to recall a team hereunder shall not result in any South Metro SWAT liability.

9.6.2. Any party whose officers provided assistance pursuant to this paragraph may, at the direction of the board, submit itemized bills for the actual cost of any assistance provided, including salaries, overtime, materials and supplies to the South Metro SWAT and the South Metro SWAT shall submit the invoices to the requesting entity. The South Metro SWAT shall forward any payments it receives in connection with such invoices to the invoicing party.

10. **Term.** The term of this Agreement shall be effective only when all of the parties have signed this Agreement. The chair of the Board shall notify the parties in writing of the effective date of this Agreement. This Agreement shall continue in effect until terminated in accordance with paragraph 11.2 or December 31, 2023, whichever first occurs.

11. **Withdrawal and Termination.**

11.1. Withdrawal. Any party may withdraw from this Agreement upon 90 days' written notice to the other parties. Withdrawal by any party shall not terminate this Agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any party prior to withdrawal. Such liability shall continue until discharged by law or agreement.

A withdrawing party shall have no claim to any property or assets owned or held by South Metro SWAT.

11.2. Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of remaining parties agrees to terminate the Agreement upon a date certain.

11.3. Effect of Termination. Termination shall not discharge any liability incurred by the South Metro SWAT or by the parties during the term of this agreement. Upon termination and after payment of all outstanding obligations, property or surplus money held by the South Metro SWAT shall then be distributed to the parties in proportion to their contributions.

12. **Notice.** Notice of withdrawal shall be provided by first class mail to the following:

Apple Valley Chief of Police
7100 147th Street West
Apple Valley, MN 55124

Farmington Chief of Police
19500 Municipal Drive
Farmington, MN 55024

Hastings Chief of Police
150 3rd Street East
Hastings, MN 55033

Inver Grove Heights Chief of Police
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Lakeville Chief of Police
9237 183rd Street West
Lakeville, MN 55044

Faribault Chief of Police
25 4th St NW
Faribault, MN 55021

Northfield Chief of Police
1615 Riverview Dr
Northfield, MN 55057

Mendota Heights Chief of Police

1101 Victoria Curve
Mendota Heights, MN 55118

Rosemount Chief of Police
2875 145th Street West
Rosemount, MN 55068

South St. Paul Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075

West St. Paul Chief of Police
1616 Humbolt Avenue
West St. Paul, MN 55118

Dakota County Sheriff
Law Enforcement Center
1580 Highway 55
Hastings, MN 55033

Rice County Sheriff
118 3rd St NW
Faribault, MN 55021

13. **Miscellaneous.**

- 13.1. Amendments. This agreement may be amended only in writing and upon the consent of each of the parties' governing body.
- 13.2. Records, accounts and reports. The books and records of the South Metro SWAT shall be subject to the provisions of Minn. Stat. Ch. 13.
- 13.3. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the chair of the Board.
- 13.4. Additional Parties. Any other municipality within Dakota County or any municipality or County adjacent to Dakota County may become a party to this Agreement upon approval of the Board, adoption of a resolution by the entity's governing body, execution of this Agreement, and filing of the same with the chair of the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved by Dakota County Board

COUNTY OF DAKOTA

Resolution No.: 18-_____

Dated: _____

Approved as to form:

By: _____

Name: _____

Title: _____

Date of Signature: _____

Assistant County Attorney/ Date

KS18-357 2019 JPA for SOUTH METRO SWAT

CITY OF APPLE VALLEY

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF FARMINGTON

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF HASTINGS

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF INVER GROVE HEIGHTS

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF LAKEVILLE

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF MENDOTA HEIGHTS

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF ROSEMOUNT

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF SOUTH ST. PAUL

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF WEST ST. PAUL

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF NORTHFIELD

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

CITY OF FARIBAULT

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **City Clerk** _____

Date: _____

COUNTY OF RICE

By: _____

Name: _____

Title: _____

Date of Signature: _____

Attest:

By: _____

Name: _____

Title: **Rice County Sheriff**

Date: _____