

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

1. Purpose. The purpose of this agreement is to provide for the joint exercise of the parties' law enforcement powers pursuant to Minn. Stat. § 471.59, so that the parties may furnish assistance to and coordinate with each other in the enforcement of traffic laws within ~~or adjacent to the boundaries of Dakota County~~ in the conduct of Traffic Safety Projects. It is not the purpose of this agreement to provide for or address in any way requests by one party of another party for any other law enforcement services, including ordinary patrol services.

2. Parties. The parties to this Agreement shall consist of the following units of government that have signed this agreement:

City of Apple Valley	City of Hastings	City of Rosemount
City of Burnsville	City of Inver Grove Heights	City of South St. Paul
City of Eagan	City of Lakeville	City of West St. Paul
City of Farmington	City of Mendota Heights	County of Dakota

3. Fiscal Agent. The Fiscal Agent, acting on behalf of the parties, shall apply for funding from the State of Minnesota to support coordinated local enforcement of traffic safety laws. To the extent that such grant funds are obtained and may be expended for peace officer overtime compensation, the parties shall be entitled on a pro rata basis to reimbursement of overtime compensation paid to the parties' peace officers who have participated in Traffic Safety Projects pursuant to this Agreement. The Fiscal Agent shall account for all funds received pursuant to this Agreement according to generally accepted accounting principles and reports on receipts and disbursements shall be forwarded to the parties on at least a quarterly regular basis. As provided in prior traffic safety task force JPAs. (The Fiscal Agent position will be held by an agency for 2 calendar years before rotating to the next agency in alphabetical order.

The Fiscal Agent for each of the following calendar years during the term of this JPA shall be:

2020- Mendota Heights (covered 2019 under previous JPA)

2021-2022- City of Rosemount

2023-2024- City of South St Paul

2025-2026- City of West St Paul

2027-2028- City of Apple Valley

2029-2030- City of Burnsville

Commented [AMP1]: This is confusing. The fiscal agents identified below are not in alphabetical order. I think this needs to be clarified. Since the agreement terminates in December 2030, should it merely state that the Fiscal Agents are designated below?

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4. Traffic Safety Projects. The parties will carry out the purpose of this agreement by jointly participating in Traffic Safety Projects to which the parties will assign peace officers. Traffic Safety Projects means targeted geographic areas during specified periods of time on specific dates in which and during which the parties will assign peace officers to work together to enforce traffic safety laws. Assignment of peace officers to work on Traffic Safety Projects will remain in the sole discretion of the chief law enforcement officer of each party. The decision of a party to decline participation in any Traffic Safety Project is without liability to any party.
5. Recommendation of Traffic Safety Projects. Peace officers from the parties will meet on an ad hoc basis as the Dakota County Traffic Safety Group to identify and recommend Traffic Safety Projects to the Chiefs of Police and Dakota County Sheriff. The Dakota County Traffic Safety Group shall identify Traffic Safety projects utilizing data which identifies areas where Traffic Safety Projects likely would have a substantial effect upon public safety within Dakota County. The decision to assign peace officers to work on any particular Traffic Safety Project remains within the discretion of the chief of police of each city that is a party to this agreement and of the Dakota County Sheriff, and the decision to conduct a Traffic Safety Project within a participating jurisdiction remains with the Sheriff or Chief of the jurisdiction in which the Project is conducted.
6. Exercise of Police Power. A peace officer who has been approved and assigned to participate in a Traffic Safety Project assigned by his/her chief law enforcement officer to participate in a Traffic Safety Project located outside of the officer's jurisdiction has the full and complete authority of a peace officer as though appointed by the agency or agencies within whose jurisdiction the Traffic Safety Project is located.
7. Compensation. A peace officer who has been assigned by his/her appointing agency to participate in a Traffic Safety Project pursuant to this Agreement shall be compensated by his/her appointing agency just as if the officer were performing duties within and for jurisdiction of the officer's appointing agency.
8. Workers' Compensation. Each party to this agreement shall be responsible for injuries to or the death of its own personnel. Each party shall maintain workers' compensation coverage or self-insurance coverage covering its own personnel while they are participating in any Traffic Safety Project 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 dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employee or volunteers.
9. Liability. Each party shall fully indemnify and hold harmless the other parties against all claims, losses, damages, liability, suits, judgments, costs and expenses incurred by reason of the action or inaction of its employees assigned to participate in any Traffic Safety Project pursuant to this Agreement. This agreement to indemnify and hold harmless does not constitute a waiver by any party of the limitations on liability provided by Minn. Stat. Ch. 466.
10. Direction and Control. Peace officers assigned by their appointing agency to participate in Traffic Safety Projects pursuant to this Agreement shall remain under the direction and control of their chief law enforcement officer.

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11. Recall of Peace Officers. The appointing agency of a party may at any time and in the agency's sole judgment and without liability to any party recall a peace officer assigned to participate in a Traffic Safety Project pursuant to this Agreement.
12. Damage to Equipment. ~~Damage to Equipment~~ Each party shall be responsible for damage to or loss of its own equipment that occurs in connection with participation in any Traffic Safety Project pursuant to this Agreement. 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.
13. Compensation for Equipment and Supplies. When a party assigns peace officers to work in any Traffic Safety Projects pursuant to this Agreement, that party shall provide all fuel and other materials and services for its peace officers who have been so assigned.
14. Effective Date. This Agreement shall be effective when all parties have signed the Agreement. All parties need not sign the same copy of the Agreement. Signed Agreements shall be filed with the City of Mendota Heights, who shall notify all parties of the effective date.
15. Withdrawal. Any party may withdraw from this Agreement upon thirty (30) days' written notice to the Fiscal Agent. The Fiscal Agent will notify the other parties to this Agreement. Withdrawal shall not act to discharge any liability incurred by any party prior to withdrawal.
16. Notice. Notices required by Paragraph 15 of this Agreement or other correspondence related to this Agreement shall be provided by first class mail to the following:

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

Burnsville Chief of Police
100 Civic Center Parkway
Burnsville, MN 55337-3817

Eagan Chief of Police
3830 Pilot Knob Road
Eagan, MN 55122

Farmington Chief of Police
19500 Municipal Dr.
Farmington, MN 55024

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

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

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 Humboldt Avenue
West St. Paul, MN 55118

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

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

17. 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 or (c) December 31, 2030.

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18. Effect of Termination. Termination shall not discharge any liability incurred 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 parties shall then be distributed to the parties in proportion to their contribution on the pro rata basis provided under Paragraph 3 of this Agreement.

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19. Amendments. This Agreement may be amended only in writing and upon the consent of each of the parties' governing body.

20. Records, Accounts and Reports. The books and records of the parties shall be subject to the provisions of Minn. Stat. Ch. 13.

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21. Government Data Practices. Each party to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the party under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by any party.

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22. Assignment. A party to this Agreement may not assign or transfer any rights or obligations under this Agreement.

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23. 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 City of Mendota Heights.

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

COUNTY OF DAKOTA

Approved as to form:

Tim Leslie
Dakota County Sheriff
Date _____

Assistant County Attorney Date

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Dakota County Contract # _____

CITY OF APPLE VALLEY

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF APPLE VALLEY

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
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CITY OF BURNSVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF BURNSVILLE

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
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CITY OF EAGAN

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF EAGAN

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print
name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
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CITY OF FARMINGTON

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF FARMINGTON

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print
name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

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CITY OF HASTINGS

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF HASTINGS

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

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CITY OF INVER GROVE HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF INVER GROVE HEIGHTS
I, the below signed, have authority to sign this
Agreement on behalf of the City

By: _____
_____ [print
name] Date: _____

Attest: _____
_____ [print name]

Title: _____

Date: _____

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CITY OF LAKEVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF LAKEVILLE

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
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CITY OF MENDOTA HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF MENDOTA HEIGHTS

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print
name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

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CITY OF ROSEMOUNT

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF ROSEMOUNT

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

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CITY OF SOUTH ST PAUL

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF SOUTH ST PAUL

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print
name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
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CITY OF WEST ST PAUL

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF WEST ST PAUL

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

To: **Mayor and City Council**
 Through: **Ryan Schroeder, City Manager**
 From: **Brian Sturgeon, Interim Chief of Police**
 Date: **October 14, 2019**

Mutual Police Assistance Agreement for Traffic Safety

BACKGROUND INFORMATION:

For the past dozen years or so, the police department has been involved in a collaborative effort throughout Dakota County to enforce traffic safety laws. Funding is provided by grants from the Minnesota Department of Public Safety, which reimburses agencies for wages of officers who participate in prescheduled, focused, traffic enforcement activities. All law enforcement agencies in Dakota County participate in this important joint endeavor.

Attached is an agreement that has been presented to all parties. The agreement lays out Fiscal Agent responsibilities, responsibilities of the Dakota County Traffic Safety Group, compensation, liability, and other housekeeping items. The department can withdrawal from this agreement upon a 30 day written notice.

This agreement does not change in any way, the current methods on how we operate the program.

Our City Attorney’s office has reviewed this agreement and has no concerns.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the Mutual Police Assistance Agreement for Enforcement of Traffic Safety Laws and authorize City representatives to sign and execute the agreement.