



OWATONNA POLICE DEPARTMENT

204 East Pearl Street
Owatonna, MN 55060

INNEROFFICE MEMORANDUM

TO: Keith Hiller, Chief of Police
FROM: Jeff Mundale, Captain
DATE: March 30, 2021
RE: Minneapolis Police Department Mutual Aid Request: April 2021 – Operation Safety Net Chauvin Verdict

PURPOSE:

The Minneapolis Police Department (MPD) is seeking additional assistance for licensed peace officers through a mutual aid request.

SCOPE:

Provide a uniformed police presence in pre-determined areas referred to as the “business corridor”. The teams will consist of 30 National Guard members, and 4 peace officers (one being an MPD officer), that are assigned an “Intersection”. Mobile Field Force trained personnel are not required for this request but preferred based on the required equipment to safely deploy human resources. Any necessary response from Mobile Field Force teams will be conducted by MPD, and or other pre-determined responders for this event.

DURATION:

24-48 hours prior to the verdict of the State v. Chauvin trial and approximately 3-7 days following. 12-hour shifts.

REQUIRED CITY ASSETS:

- Uniformed Personnel
- Protective Riot Helmet
- Gas Mask
- Transportation to and from secured hotel; Hyatt Place – St. Paul.

Transportation to assigned areas is available; therefore, It is my recommendation that OPD staff would not drive Owatonna police vehicles to the designated/assigned working areas due to the agreements set forth in the MUTUAL AID AGREEMENT, under section 9: Damage to Equipment, it states “Each Party shall be responsible for damage to or loss of its equipment while acting within the scope of this Agreement”.

BUDGET IMPACT:

- Fuel Costs
 - Any OPD wages that exceed 50% of the hours worked based on a rate of \$90.00/hour
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- Reimbursement is offered - See Exhibit A: Reimbursement Guidelines

STAFF RECOMMENDATION:

To approve 3 licensed peace officers from OPD's Mobile Field Force to assist MPD.

Submitted by:

✓ Jeffrey Mundsieck 3/30/21, Captain

Approvals:

Keith E. Hillier 3/31/2021



MUTUAL AID AGREEMENT

(Law Enforcement Services)

THIS MUTUAL AID AGREEMENT ("Agreement") is made effective as of the First day of April, 2021 by and between the City of Minneapolis, a Minnesota municipal corporation ("Minneapolis") and the City of Owatonna, a governmental entity.

THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

1. Term

This Agreement shall be in full force and effect from April 1st, 2021 through March 1st, 2024 unless terminated earlier by one of the Parties as provided by the terms of this Agreement.

2. Purpose and Authority

This Agreement is made pursuant to Minnesota Statutes, Section 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties, Section 626.76 which authorizes interagency cooperation between law enforcement agencies, and Section 12.27 which authorizes mutual aid arrangements for reciprocal emergency management. The intent of this Agreement is to make law enforcement personnel, equipment and other resources available to governmental units from other governmental units.

The Parties to this Agreement intend that the Agreement serve as a valid written agreement for mutual aid as required by FEMA in requesting reimbursement for those reasonable eligible costs incurred as a result of a qualifying emergency.

3. Definitions

"Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.

"Requesting Party" means a Party that requests Assistance from other Parties.

"Responding Official" means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide Assistance to a Requesting Party.

"Responding Party" means a Party that provides Assistance to a Requesting Party.

The Parties agree that the definitions of other terms contained in Minnesota State Statutes,

as cited above, are the definitions that will be used during the term of this Agreement.

4. Procedure

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. Requests may be made by any means including verbal requests.

Response to Request. Upon the request for Assistance from a Requesting Party, the Responding Official may authorize and direct that 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.

Recall 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, it is considered to be in the best interests of the Responding Party to do so.

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.

A Responding Party may withhold resources to the extent necessary to provide reasonable protection and services for its own jurisdiction.

Response personnel from the Responding Party shall continue under the command and control of the Responding Party and its own processes and procedures including, but not limited to, its medical protocols, standard operating procedures and other protocols, but shall be under the operational control of the Incident Commander and be subject to the incident management system of the Requesting Party.

Assets and equipment of the Responding Party shall continue under the control of the Responding Party but shall be under the operational control of the Incident Commander within the incident management system of the Requesting Party.

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.

5. Joint Responsibilities of Parties

Each Party to this Agreement will attempt to identify, communicate or undertake each of the following law enforcement management responsibilities as a condition precedent to signing or at any, rate identify, communicate or undertake the following emergency management responsibilities during the term of this Agreement:

Identify and catalog potential hazards that could affect participants during an event using an identification system common to all participating political subdivisions.

Conduct joint planning, intelligence sharing, threat assessment development and training with participating political subdivisions.

Identify and inventory the current services, equipment, supplies, and other resources related to the planning, prevention, mitigation, response and recovery activities of participating political subdivisions.

Adopt and put into practice the standardized incident management system approved by the State Department of Public Safety, Division of Homeland Security and Emergency Management.

6. Compensation and Reimbursement for services

A Requesting Party shall not be billed or charged by a Responding Party for Assistance rendered unless the 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. The Requesting Party shall take all steps necessary to seek reimbursement on behalf of 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.

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 pursuant to terms as mutually agreed upon by both the requesting party and responding party.

7. Hold Harmless and Indemnification

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.

For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the Employees of the Responding Party are deemed to be Employees of the Requesting Party as defined in Minn. Stat. § 466.01, subdivision 6, 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.

The Requesting Party shall defend, indemnify and hold harmless the Responding Party and its Employees against any and all claims brought or actions filed against the Responding Party or its Employees 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 shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits of liability established in Minnesota Statutes Chapter 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.

Each Party agrees to promptly notify the other 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 Parties, and arising out of acts or omissions related to this Agreement.

There shall be no liability to any Party for failure to furnish assistance, or for recalling or releasing assistance as described in this Agreement.

8. Workers' Compensation

Each Party shall be responsible for injuries or death of its own employees to the extent required by law. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own employees while they are providing assistance pursuant to this Agreement.

9. Damage to Equipment

Each Party shall be responsible for damage to or loss of its equipment while acting within the scope of this Agreement.

10. Training and Status of Peace Officers

All peace officers that participate in any activities pursuant to this Agreement must have successfully completed professionally recognized peace officer pre-employment education which the Minnesota Board of Peace Officer Standards and Training has found comparable to Minnesota peace officer pre-employment education, and must be licensed peace officers in Minnesota.

All licensed peace officers deployed pursuant to this agreement must be in good standing with their department and not currently be the subject of any investigation involving the use of excessive force.

Each licensed police officer shall by reason of experience, training and physical fitness be capable of performing all law enforcement activities hereunder. Each licensed peace officer shall be equipped and/or supplied by Provider at Provider's own expense, with a seasonally appropriate patrol uniform of the day and equipment, including but not limited to service belts with Provider radio equipment, service weapon and personal soft ballistic body armor.

Provider acknowledges and agrees that at any time during the term of this Agreement each party has the sole discretion to decline to accept and/or use any other party's law enforcement resources without cause or explanation to the extent such decision does not violate applicable law.

11. Insurance

Each Party to this Agreement agrees that it is self-insured pursuant to the laws of Minnesota or carries adequate insurance coverage to manage all risk undertaken pursuant to this Agreement.

12. Agreement Administration and Notices

This Agreement shall be administered for each Party, and notices shall be sent be each Party to:

FOR THE CITY OF MINNEAPOLIS: CHIEF OF POLICE

FOR THE CITY OF OWATONNA: CHIEF OF POLICE

13. Accounting Standards and Retention of Records

Accounting – The Parties agree to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

Retention of Records – The Parties shall retain all records pertinent to expenditures incurred under this Agreement for a period of six years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Agreement shall be retained for six years after final disposition of such property.

14. Data Practices

Both the Requesting Party and the Responding Party agree to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Each Party must immediately report to the other Party any requests from third parties for information relating to this Agreement. Each Party agrees to promptly respond to inquiries from the other Party concerning data requests. Each Party agrees to hold the other Party, its officers, and employees harmless from any claims resulting from unlawful disclosure or use of data protected under state and federal laws.

15. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Agreement and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the Requesting Party's County, State of Minnesota.

Non-Discrimination

Both the Requesting Party and the Responding Party agree to comply with the provisions of all applicable federal and state statutes, and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, incorporated herein by reference.

Termination and Cancellation of Agreement

16. Severability

Should a court of competent jurisdiction rule any portion, section or subsection of this legislation invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

17. Merger and Modification

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. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

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 and signed by the Participating Parties hereto.

18. Termination

Any Party may terminate this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein.

The terms of Sections 6, 7, 8 and 9 shall survive the expiration or termination of this Agreement.

19. Execution

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

For the City of Minneapolis: _____

Its: _____

Date: _____

For the City/County of Owatonna: _____

Its: _____

Date: _____