

**ANOKA COUNTY
SPECIAL WEAPONS
AND TACTICS TEAM
JOINT POWERS AGREEMENT**

The parties to this Agreement are the City of Anoka, the City of Blaine, the City of Columbia Heights, the City of Coon Rapids, the City of Fridley, the City of Ramsey, the City of Lino Lakes, and the County of Anoka (collectively, "Parties"). The Parties are all 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 shall become effective only upon the approval and execution hereof by duly authorized officials of all the Parties.

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

1. Purpose.

- 1.1** The purpose of this Joint Powers Agreement ("Agreement") is to formally create and establish the Anoka County Sheriff's Special Weapons and Tactics Team ("ACSO-SWAT", "SWAT", or "Team") as a multi-agency organization to coordinate efforts to develop and provide joint responses to critical incidents or high-risk entries where there is a risk of criminal violence, occurring within and outside of the Parties' jurisdictions.
- 1.2** It is the intent of the parties that the ACSO-SWAT shall constitute a separate entity under Minnesota law.

2. Budget and Finance

- 2.1** The Anoka County Sheriff's Office ("ACSO") shall provide a budget for the basic operations of the ACSO-SWAT. The ACSO shall provide budgeting and accounting services as necessary or convenient for the ACSO-SWAT. Such services shall include but not be limited to: management of funds, payment for contracted services and other financial obligations set forth in this Agreement, and relevant bookkeeping and record keeping.
- 2.2** The Parties acknowledge and agree that beginning with the 2024 fiscal year, ACSO will assess each Party an annual fee (Fee) to cover training and other operational expenses related to the ACSO-SWAT. ACSO will establish the Fee and notify each Party of the fee by October 1 of the preceding year. If a Party fails to pay the Fee by February 1 of the applicable fiscal year, the provisions of Section 7.1 shall apply.
- 2.3** The ACSO will provide basic uniforms and equipment for all Team members. Parties may lend or provide additional equipment to ACSO-SWAT, as they are able.

- 2.4 The ACSO-SWAT may apply for and/or accept gifts, grants, or loans of money or other property (excluding real property) or assistance from the United States government, the State of Minnesota, any political subdivision of 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.
- 2.5 The ACSO-SWAT does not have the authority to seize property for purposes of Minn. Stat. §§ 609.531-.5318.
- 2.6 All property and cash monies obtained through forfeiture that is derived from ACSO-SWAT operations shall remain the property of the law enforcement agency of record wherein the operation occurred.

3. Team Leaders

- 3.1 The Anoka County Sheriff shall appoint a Team Commander from the ACSO to lead the ACSO-SWAT.
- 3.2 The Team Commander, in consultation with the Sheriff, shall appoint an Assistant Commander.
- 3.3 The Team Commander and Assistant Commander shall appoint POST-licensed peace officers to serve as ACSO-SWAT Team Leaders. Appointment as a Team Leader pursuant to this Agreement shall not obligate any Party to pay to its employees so appointed supervisory or other premium pay except as provided by the collective bargaining agreement between the Party and its employees.
- 3.4 Team Leaders assigned to the ACSO-SWAT at all times will remain employees of the leaders' own jurisdictions and will not be employees of the ACSO or the ACSO-SWAT.
- 3.5 Team Leaders shall be the liaison between the Team members and the Team Commander or Assistant Commander when an ACSO-SWAT team has been deployed pursuant to this Agreement. Team leaders may fill the role of Team Commander or Assistant Commander when asked to do so by the Team Commander or the Assistant Commander.

4. Team Members

- 4.1 The chief law enforcement officer of each Party approves POST-licensed peace officers from their law enforcement agency who meet the minimal

qualifications, as set by the Team Commander, to test for the ACSO-SWAT. The testing process is to select the best peace officers for the position. Equal representation from member agencies is not guaranteed and shall not be considered as part of the selection criteria. A party agency may not have a peace officer selected for the team as a result of the competitive process. Appointment as a Team Member pursuant to this Agreement shall not obligate any Party to pay its employees so appointed any premium pay except as provided by the collective bargaining agreement between the Party and its employees.

- 4.2 The paramedics on the ACSO-SWAT team will be selected from Allina Health employees as outlined in the contract signed between ACSO and Allina Health.
- 4.3 Team Members assigned to the ACSO-SWAT will, at all times, remain employees of the Members' own jurisdictions.
- 4.4 Team members assigned to the ACSO-SWAT may be removed from ACSO-SWAT by the Team Commander based on performance, safety, participation, or ACSO-SWAT Policy regardless of the members' own jurisdictions.
- 4.5 The City of Anoka and the County of Anoka will continue to provide their current number of team members. In the event those agencies can no longer provide that number of team members, those positions will be filled with members from other agencies.

5. Operations

5.1 **Training.** The Team Commander shall be responsible for arranging training events for Team Leaders and Team Members, consistent with the National Tactical Officers Association (NTOA) standards. The Team Commander shall also be responsible for maintaining records of the training received by Team Leaders and Team Members as well as records of all other activities undertaken by the Team Commander, Assistant Commander, Team Leaders, and Team Members pursuant to this Agreement.

5.2 Deployment

5.2.1 **Definitions and Controlling Law.** A Party to this agreement may request assistance from ACSO-SWAT. A Party requesting assistance is the "Requesting Party" or "Receiving Party." The Parties that compose ACSO-SWAT are the "Responding Parties." Requests for assistance by Parties to this Agreement are governed

by the terms of this Agreement.

5.2.2 Requests for Assistance by Parties. Whenever a Party determines that conditions within its jurisdiction require specialized support in handling critical field operations, where intense negotiations or special tactical deployment methods appear to be necessary, the Party may request that the Anoka County Sheriff or his or her designee deploy ACSO-SWAT to assist the Party. Upon a request for assistance, ACSO-SWAT may be dispatched to the Requesting Party's jurisdiction, in accordance with ACSO-SWAT policy. The Team Commander or Assistant Commander shall notify the Chief Deputy of the ACSO of any request for assistance. No Party or individual member of ACSO-SWAT shall incur any liability based upon a refusal to respond. In addition, once deployed, the Team Commander or Assistant Commander may at any time and in his or her sole judgment recall the Team. The decision to recall a Team deployed pursuant to this Agreement will not result in liability to any Party or to the Team Commander or Assistant Commander who recalled the Team.

5.2.3 Direction and Control. Personnel and equipment provided pursuant to this Agreement shall remain the personnel and property of the Party providing the same. The Requesting Party will be in control of the scene. However tactical command will remain with the ACSO-SWAT Commander or their designee. Nothing in this provision shall limit the Team Commander's ability to establish Team Member protocol to take emergency action in response to immediate threats to an officer or public safety in accordance with the law.

5.2.4 Compensation. When the ACSO-SWAT provides services to a Requesting Party, the Team Members of the ACSO-SWAT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their employers. No charges will be levied by the ACSO-SWAT or by the Parties for specialized response operations provided to a Requesting Party pursuant to this Agreement. If the assistance provided pursuant to this Agreement is reimbursable by an outside source, any Party whose officers provided assistance for the ACSO-SWAT may submit itemized bills for the actual cost of any assistance provided, including salaries, overtime, materials, and supplies, to the ACSO-SWAT Team Commander. The ACSO-SWAT shall submit the invoices to the reimbursing entity. The reimbursing entity shall reimburse the ACSO-SWAT for the actual cost, and the ACSO-SWAT shall forward the reimbursement to the Responding Party.

5.2.5 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 a program of self-insurance, covering its own personnel while they are providing assistance as a member of the ACSO-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.

5.2.6 Damage to Equipment. Each Party shall be responsible for damage to any of its own equipment occurring during deployment of the ACSO-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.

5.2.7 Indemnification and Hold Harmless

5.2.7.1 Applicability. The SWAT shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The SWAT shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.

5.2.7.2 Indemnification and Hold Harmless. The SWAT shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the SWAT. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are 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 purpose of liability, 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 except as provided herein.

5.2.7.3 Insurance. The SWAT shall obtain liability insurance in an amount not less than the municipal tort caps set forth by Minnesota Statutes, Section 466.04 subd.1, as amended to defend and indemnify SWAT and its members and each member's officers,

employees, and volunteers for actions arising out of this agreement. The SWAT team may in its discretion procure coverage for auto liability and damage to or loss of property. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Party for any act or omission for which the officer employee, or volunteer is guilty of malfeasance in officer, willful neglect of duty, or bad faith.

5.2.7.4 The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties. Any liability in excess of the SWAT's insurance coverage or uninsured liability shall be borne jointly by all Parties that have an employee or employees who are a member or members of the SWAT at the time of the incident that gave rise to the excess or uninsured liability. Each party with one or more employees on the SWAT, including a team Commander or Assistant Commander, shall bear a share of any excess or uninsured liability. Each Party's share will be based on its percentage of the total team members. For example, if there are 20 total team members that make up the SWAT and a Party has two employees on the team, that Party shall bear 10% of any excess or uninsured liability. This joint liability does not include liability for the acts or omission of any one party's individual officer, employee, or volunteer which arises from his or her own willful misconduct, willful neglect of duty, or acts or omissions taken bad faith.

5.2.8 Aid to Non-Parties.

5.2.8.1 Definitions and Controlling Law. A political subdivision that is not a Party to this Agreement may request assistance from ACSO-SWAT. A non-party political subdivision that requests assistance is the "Requesting Political Subdivision" or "Receiving Political Subdivision" as that term is used in Minn. Stat. § 12.331. The Parties that compose ACSO-SWAT are the "Sending Political Subdivision(s)" as that term is used in Minn. Stat. § 12.331. Requests for assistance by other political subdivisions are governed by Minn. Stat. § 12.331.

5.2.8.2 Upon a request for assistance from a political subdivision that is not a Party to this Agreement, ACSO-SWAT may be deployed to such Requesting Political Subdivision, provided that the Anoka County Sheriff or his or her designee has consented to such deployment. No Party or individual member of ACSO-SWAT shall incur any liability based upon a failure to provide assistance.

Upon deployment, the Requesting Political Subdivision will be in

control of the scene. However tactical command will remain with the ACSO-SWAT Commander or their designee. Nothing in this provision shall limit the Team Commander's ability to establish Team Member protocol to take emergency action in response to immediate threats to an officer or public safety in accordance with the law.

5.2.8.3 Liability and responsibility for use of personnel, equipment, and supplies, resulting from the provision of assistance to a Receiving Political Subdivision shall be allocated in the same manner as provided by Minnesota Statutes §12.331, subd. 2, *i.e.*, any Party to this agreement assumes the same liability as a Sending Political Subdivision and the non-party assumes the same liability as a Receiving Political Subdivision.

- 6. Term.** The term of this Agreement shall begin upon execution of this Agreement by all Parties. This Agreement shall continue in effect until terminated in accordance with its terms.

7. Withdrawal and Termination.

7.1 Withdrawal. Any Party may withdraw from this Agreement upon six (6) months' written notice to the other Parties or by the failure to pay the Fee described in Section 2. Failure to pay as required in Section 2 shall not relieve any party from their obligation to provide 6-months notice prior to withdrawing from this Agreement or to pay its share during the withdrawal period. At the discretion of the Sheriff, a non-paying Party's officer(s), if any, may be removed from the team until payment is received. 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, its employees, officers, and elected and appointed officials prior to withdrawal. Such liability shall continue until discharged by law or agreement.

7.2 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; (b) when a majority of the then existing Parties agrees to terminate the Agreement upon a date certain; or (c) when the Anoka County Sheriff, in his or her sole discretion, decides to terminate this agreement.

7.3 Effect of Termination. Termination shall not discharge any liability incurred by any Party, its employees, officers, and elected and appointed officials during the term of this Agreement.

8. Miscellaneous.

- 8.1 Amendments.** This Agreement may be amended only in writing and upon the consent of each party's governing bodies, except an amendment adding an additional party under section 8.3, which shall not require a written amendment.
- 8.2 Counterparts.** This Agreement may be executed in two or more copies, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be submitted to the Anoka County Sheriff.
- 8.3 Additional Parties.** Any other municipality operating within Anoka County may become a Party to this Agreement, upon approval of that municipality's governing body, adoption of a resolution by the municipality's governing body, execution of this Agreement, submission of a copy of the signed Agreement to the existing parties, and payment of agreed-upon funds pursuant to section 2.