

# **1000 Lakes Multi-jurisdictional Special Weapons and Tactics (SWAT) Team**

## **Joint Powers Agreement**

THIS AGREEMENT was made and entered into by and between the City of Grand Rapids, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Grand Rapids," the County of Itasca, a political subdivision of the State of Minnesota, hereinafter referred to as "Itasca County"; pursuant to the authority conferred upon the parties by Minnesota Statutes Section 471.59, to establish a Special Weapons and Tactics Team, hereinafter referred to as "1000 Lakes SWAT", with the authority and responsibility to provide emergency law enforcement response to the participating jurisdictions in the event of situations where regular patrol officer resources would not be sufficient to resolve a situation, civil disturbances, natural disasters or catastrophic incidents.

WITNESSETH:

WHEREAS, local law enforcement entities within the above-named participating jurisdictions are all empowered by Minnesota Statutes to provide emergency law enforcement response services and have legal authority to send emergency response equipment and personnel to the other participating jurisdictions; and

WHEREAS, the individual law enforcement entities are of insufficient size and are insufficiently equipped and trained to adequately respond to infrequent and unpredictable natural disasters, civil disturbances, catastrophic incidents, or those situations where regular patrol officer resources would not be sufficient to resolve a situation; and

WHEREAS, the combination of said law enforcement entities provides an adequate size of force and would permit adequate training of and equipment for an emergency response team; and

WHEREAS, Grand Rapids and Itasca County desire to make available to each other members of their respective law enforcement agencies to form and constitute one emergency response team to serve the respective participating jurisdictions; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes the participating jurisdictions to enter into a Joint Powers Agreement to provide the aforementioned emergency response mutual aid.

NOW, THEREFORE, pursuant to the authority granted by Minnesota Statutes Section 471.59, it is agreed by and between the parties as follows:

1. The 1000 Lakes SWAT, comprised of licensed and non-licensed law enforcement personnel from each of the participating jurisdictions, is hereby created to provide emergency response services and personnel to each of the participating jurisdictions in the event of natural disaster, civil disturbance, catastrophic incidents or those situations where regular patrol officer resources would not be sufficient to resolve a situation; and

2. The purpose of 1000 Lakes SWAT shall be to establish, train, equip, and operate a pool of trained and experienced Law Enforcement Officers, Corrections Officers, Records Officers, Communications Officers, and Medics from among the officers of the participating jurisdictions, who, as a team, shall be available to each of the participating jurisdictions the event of an emergency beyond the capability of the local law enforcement entity, for the enforcement of law, the protection of lives and property and the alleviation of suffering and the maintenance of order.

3. If an emergency arises in any of the participating jurisdictions, the applicable law enforcement agencies may call upon 1000 Lakes SWAT for assistance.

4. The immediate control and management of the 1000 Lakes SWAT shall be under the control of the Team Commander and consistent with the rules, regulations, policies, and management guidelines established and approved by the Chief Law Enforcement Officers of the participating jurisdictions. Rules, regulations, and policies shall be established for the training and operation of 1000 Lakes SWAT, including the establishment of a team organizational structure. The rules, regulations, and policies shall also be consistent with the policies and procedures of each participating law enforcement agency. The rules, regulations and policies shall further provide for the acquisition and disposition of property of the team as shall be suitable and convenient for the performance of the purposes of the team. The Team Commander shall make annual reports of 1000 Lakes SWAT activities to the participating law enforcement agencies.

5. Any contract entered by the team and purchases made shall conform to the requirements of law applicable to the participating jurisdiction.

6. Each participating jurisdiction shall, in accordance with the rules, regulations, and policies of the team, from time to time, commit to the team such number of personnel as the jurisdiction shall deem consistent within its capabilities, which contingent of personnel shall then be subject to the direction of the Team Commander. Such contingent, during both training sessions and actual service in the event of a natural disaster, civil disturbance, catastrophic incidents, or those situations where regular patrol officer resources would not be sufficient to resolve a situation; shall be deemed employees of, and in the course of their duty and employment by the jurisdiction committing them to 1000 Lakes SWAT.

7. Each participating jurisdiction shall be responsible for the wages of their respective employees during training and actual service, together with the use of such

existing equipment, vehicles, communications, storage space, and facilities, which it may determine to be feasible.

8. In the event of a call for assistance, the 1000 Lakes SWAT shall promptly dispatch an adequate number of members of the team to assist in the emergency or to render stand-by services. Provided that no law enforcement agency of any of the said participating jurisdictions shall be obligated to send its team member (s) beyond its boundaries if to do so would leave such jurisdictions without adequate personnel available within its limits for law enforcement service at any incident which may subsequently arise therein. In extreme emergencies however, every effort will be made to redistribute emergency team membership and equipment so as to make it available for any additional emergency which may arise during the initial emergency call.

9. In an emergency, the 1000 Lakes SWAT personnel and equipment will be under the command of the Team Commander but shall work cooperatively with law enforcement personnel of the jurisdictional body within whose boundaries the emergency is situated.

10. The Chief Law Enforcement Officer, or designee, from any participating law enforcement agency shall have the right to withdraw or limit the participation of their 1000 Lakes SWAT members from an emergency situation if the participation of that member(s) is contrary to the practices and procedures established by that law enforcement agency, or, if to obligate such members would leave such jurisdiction without adequate personnel available within its limits for law enforcement service at any incident which may subsequently arise therein.

11. The Team Commander shall establish liaison with the Bureau of Criminal Apprehension, the Minnesota State Patrol, the Civil Air Patrol, the National Guard, Emergency Management, or other departments necessary to carry out the purposes of this agreement.

12. Each of the participating jurisdictions herein shall maintain insurance policies covering their own equipment and personnel while engaged in furnishing assistance as part of 1000 Lakes SWAT under this agreement, and each will maintain general public liability insurance protecting itself against the claims of third parties.

13. No party to the Agreement nor any 1000 Lakes SWAT member from such jurisdiction shall be liable to any other party or to any other person on account of the failure of the participating jurisdictions to furnish its emergency response equipment or personnel to a call for assistance in any other jurisdiction.

14. No liability shall be incurred by a jurisdiction that has summoned assistance under this Agreement for damage to or destruction of emergency response equipment of a jurisdiction rendering such assistance unless such damage or destruction is caused by the negligent or malicious conduct of any officer or employee of the jurisdiction that has summoned such assistance.

15. Each participating jurisdiction shall fully indemnify and hold harmless the other members against all claims, losses, and damage. Liability, suits, judgments, costs, and expenses by reason of the action or inaction of the employees assigned to 1000 Lakes SWAT. This agreement to indemnify and hold harmless does not constitute a waiver by any member of limitations on liability provided by Minnesota Statutes, Chapter 466.

16. This Agreement shall remain in full force and effect until it shall be terminated in the manner provided herein.

17. The Agreement may be terminated upon agreement of the parties. Any party hereto may withdraw from this Agreement by 30 days written notice to the other participating jurisdictions.

18. Upon termination or withdrawal, all property shall be disposed of as the remaining parties shall agree, and all surpluses remaining after payments or performance of all obligations arising out of this Agreement or the operation of 1000 Lakes SWAT shall be paid to the remaining parties in equal shares.

19. Other law enforcement agencies from within the participating jurisdictions or from the adjoining jurisdictions may become members of 1000 Lakes SWAT by agreement with the participating jurisdictions and by executing an addendum to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the authority of their respective governing bodies.

**COUNTY OF ITASCA, MINNESOTA**

BY: \_\_\_\_\_  
Joseph Dasovich, Sheriff

**CITY OF GRAND RAPIDS, MINNESOTA**

BY: \_\_\_\_\_  
Andrew Morgan, Chief of Police