

COPY**CITY OF ROCHESTER/ROCHESTER POLICE DPT.
MUTUAL AID AGREEMENT****Purpose**

This agreement is made pursuant to Minnesota Statutes 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make dispatch personnel and services available to the Winona County Sheriff's Office in the event the Winona County Sheriff's Office is unable to provide dispatching operations and goes into Qwest Condition 3 Routing.

Definitions

1. "Party" means a political subdivision.
2. "Requesting Official" means the person designated by Winona County who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a party that requests assistance from other parties.
4. "Responding Official" means the Chief of Police of Rochester, MN or his designee.
5. "Responding Party" means the City of Rochester Police Department.
6. "Assistance" means dispatching operations.

Procedure

1. **Request for assistance.** In the event the Winona County Sheriff's Office Public Safety Answering Point (PSAP) is unable to provide dispatching operations and goes into Qwest Condition 3 Routing, the Winona County Sheriff's Office may call upon the Rochester Police Department to furnish assistance as a secondary PSAP.
2. **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.

4. **Command of Dispatch.** The Responding Party shall be in command of the mutual aid dispatch operations. The personnel and equipment of the Responding Party shall be under the direction and control of the Responding Party. The Winona County Sheriff's Office will provide the Rochester Police Dpt Communications Unit with the following materials:

- a) A current street map/directory of Winona County
- b) A current plat book of Winona County
- c) New street directory maps (if not in current plat books)
- d) Current department roster.
- e) A current list of all agencies used in any area of public safety within Winona County (ex. fire dpts, first responders, ambulance co's, coroner, wrecker co's, public works etc...)
- f) A current list of all paging information for the public safety related entities within Winona County.
- g) A copy of the 10-Code's used
- h) A current Reverse Phone Directory
- i) Contact numbers for the Winona County Sheriff, Chief Deputy, Winona County EOC and any other important contact numbers.
- j) Relevant information on any law enforcement agencies served by the Winona County PSAP.

Workers' compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance 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 dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Damage to equipment

Each party shall be responsible for damages to or loss of its own equipment. 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.

Liability

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of the City of Rochester are deemed to be employees (as defined in Minn. Stat. 466.01 subdivision 6) of the Winona County Sheriff's Office when City of Rochester employees are performing dispatch services on behalf of Winona County.

2. The Winona County Sheriff's Office agrees to defend and indemnify the City of Rochester against any claims brought or actions filed against the City of Rochester or any officer, employee, or volunteer of the City of Rochester 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 Winona County Sheriff's Office pursuant to this agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability of any party.

The intent of this subdivision is to impose on the Winona County Sheriff's Office a limited duty to defend and indemnify the City of Rochester for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

3. No party to this agreement nor any officer of any Party shall be liable to any other party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.

Charges to the Winona County Sheriff's Office

Subd. 1) No charges will be levied by the City of Rochester for assistance rendered to the Winona County Sheriff's Office under the terms of this agreement unless that assistance continues for a period of more than 48 hours. If assistance provided under this agreement continues for more than 48 hours, the City of Rochester may submit to the Winona County Sheriff's Office an itemized bill for the actual cost of any assistance provided after the initial 48 hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Winona County Sheriff's Office will reimburse the City of Rochester for that amount.

Subd. 2 Such charges are not contingent upon the availability of federal or state government funds.

Termination

Any party may terminate this agreement upon thirty (30) days written notice to the other party.

Execution

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

By: Ed Sanford

Title: Mayor of Rochester

Date: 5-7-02

By: Valori Langseth

Title: Deputy City Clerk of Rochester

Date: 5-7-02

By: Wesley M Bell

Title: Chairman

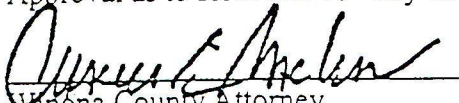
Date: 6-26-02

By: Robert H Reinert

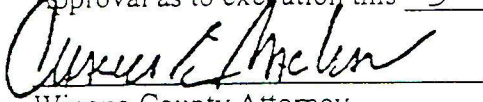
Title: Administrator

Date: 6/28/2002

Approval as to form this 18th day of June, 2002.


Winona County Attorney

Approval as to execution this 3rd day of July, 2002.


Winona County Attorney