

RAMSEY COUNTY SHERIFF EMERGENCY RESPONSE TEAMS

AMENDED & RESTATED

JOINT POWERS AGREEMENT

ADOPTED July 12, 2016

AMENDED July 1, 2018

AMENDED January 2025

The parties to this Amended and Restated Agreement are the City of Maplewood, the City of White Bear Lake, the City of Mounds View, the City of New Brighton, the City of North Saint Paul, the City of Roseville, the City of Saint Anthony, the University of Minnesota, the Metropolitan Council, the City of Oakdale, and the County of Ramsey (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 or governing bodies of all of the Parties.

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

1. Purpose.

1.1 Purpose. The purpose of this Amended and Restated Joint Powers Agreement ("Agreement") is to amend and restate in its entirety the Joint Powers Agreement first entered into in 2016 that formally created and established the Ramsey County Sheriff's Special Weapons and Tactics Team ("SWAT" or "Team") as an 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 Agreement. This Amended and Restated Joint Powers Agreement ("Agreement") will incorporate the Ramsey County Sheriff's Office Crisis Negotiator Team ("CNT"), the Ramsey County Sheriff's Office Mobile Response Team ("MRT") and the Ramsey County Sheriff's Special Weapons and Tactics Team ("SWAT")(each a "Team"). Collectively, all Ramsey County Sheriff's Office teams ("SWAT," "CNT," and "MRT") will be known as the Ramsey County Sheriff Emergency Response Teams ("RC-SERT"), which serve to coordinate law enforcement efforts through the joint exercise of police powers to provide joint responses to critical incidents, crisis negotiations, public order events, hostage, high-risk warrant service and apprehension, active shooters, domestic violence, special events, natural disasters and other incidents occurring within and outside of the Parties' jurisdictions.

1.3 Intent. It is the intent of the parties that the Ramsey County RC-SERT does not constitute a separate joint powers entity under Minnesota law.

2. Budget and Finance

2.1 Budget. The Ramsey County Sheriff's Office ("RCSO") shall provide a budget for basic operations of the RC-SERT. The RCSO shall provide budgeting and accounting services as necessary or convenient

for the RC-SERT. Such services shall include but not be limited to management of funds, payment for contracted services, other financial obligations set forth in this Agreement, and relevant bookkeeping and record keeping.

2.2 Fee. The Parties acknowledge and agree that beginning with the 2025 fiscal year, RCSO will assess each Party an annual fee (Fee) to cover training and other operational expenses related to the RC-SERT. RCSO will establish the Fee and notify each Party of the fee by May 1 of the preceding year. If a Party fails to pay the Fee by December 31 of the applicable fiscal year, the provisions of Section 7.1 shall apply.

2.3 Uniforms and Equipment. The Parties will provide identified uniforms and equipment for their respective Team members. Parties may lend or provide additional equipment to RC-SERT, as they are able.

2.4 Funding. RCSO on behalf of RC-SERT 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 Seizure. The RC-SERT does not have the authority to seize property for purposes of Minn. Stat. §§ 609.531-.5318.

2.6 Forfeiture. All property and cash monies obtained through forfeiture that are derived from RC-SERT operations shall remain the property of the law enforcement agency of record wherein the operation occurred.

2.7 Authority. RCSO shall hold all funds acquired pursuant to this Agreement for the benefit of all Parties. RCSO is authorized to enter into contracts and agreements, acquire property, and take other actions as necessary to fulfill the purposes of this Agreement. Such actions shall be undertaken in accordance with the terms of this Agreement and applicable laws. RCSO shall act as financial steward and all actions shall be taken in good faith and within the scope of authority granted under this Agreement.

3. Team Leaders

3.1 Commanders. The Ramsey County Sheriff shall appoint Team Commanders from the RCSO to lead each Team of the RC-SERT.

3.2 Executive Officer. The Team Commanders shall appoint an Executive Officer.

3.3 Leader. The Team Commanders shall appoint Peace Officer Standards and Training licensed ("POST-licensed") peace officers to serve as RC-SERT 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 Leader Employment. Team Leaders assigned to the RC-SERT at all times will remain employees of the Team Leaders' own jurisdictions and will not be employees of the RCSO or the RC-SERT.

3.5 Liaison. Team Leaders shall be the liaison between the Team members and the Team Commander when an RC-SERT Team has been deployed pursuant to this Agreement. Team Leaders may fill the role of Team Commander when asked to do so by the Team Commander or higher-ranking member of RCSO.

4. Team Members

4.1 Law Enforcement. The Chief Law Enforcement Officer ("CLEO") of each Party approves POST-licensed peace officers from their law enforcement agency, along with non-POST licensed applicants who meet the minimal qualifications, as set by the Team Commander, to test for each RC-SERT Team. The testing process is to select the best peace officers for the position regardless of members' own jurisdictions or agency. An agency participating may not have a peace officer on an individual 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 Medical. The Fire Chief of a Party may approve properly vetted Emergency Medical Technicians or Paramedics (collectively referred to as Medics) who meet the minimal qualifications, as set by the Team Commander, to test to be a Medic Team Member for an RC-SERT Team. Proper vetting for these positions will include, at a minimum, criminal background checks conducted by RCSO. The testing process is to select the best Medics for the positions regardless of members' own jurisdictions or agency. An agency participating may not have a Medic on an individual Team as a result of the competitive process. Appointment of a Medic 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.

4.3 Member Employment. Team Members assigned to any RC-SERT Team will at all times remain employees of the Members' own jurisdictions or agency.

4.4 Removal. Team Members assigned to any RC-SERT Team may be removed from an RC-SERT Team by the Team Commander based on performance, safety, participation or RC-SERT Policy regardless of the members' own jurisdictions.

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 and best practices. 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, Executive Officer, 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 RC-SERT. A Party requesting assistance is the "Requesting Party" or "Receiving Party." The Parties that

compose RC-SERT are the “Responding Parties.” Requests for assistance by Parties to this Agreement are governed by Minn. Stat. § 12.331, except as modified by 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, incidents, or events, the Party may request that the Ramsey County Sheriff or his or her designee deploy an RC-SERT Team to assist the Party. Upon a request for assistance, RC-SERT Teams may be dispatched to the Requesting Party’s jurisdiction, in accordance with SWAT, CNT, or MRT policy. The Team Commander, Undersheriff, or Executive Officer shall notify the Chief Deputy of the RCSO of any request for assistance. No Party or individual member of RC-SERT shall incur any liability based upon a refusal to respond. In addition, once deployed, the Team Commander, Undersheriff, or Executive Officer 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, Undersheriff, or Executive Officer 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. The Team will not engage in any controlled offensive action without the expressed authorization of the CLEO of the Requesting Party, or the CLEO’s designee, or a district court-approved search warrant. 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 officer or public safety in accordance with law.

5.2.4 Compensation. When the RC-SERT provides services to a Requesting Party, the Team Members of the RC-SERT shall be compensated by their respective employers just as if they were performing their duties within and for the jurisdiction of their employers. No charges will be levied by the RC-SERT or by the Parties for specialized response operations provided to a Requesting Party pursuant to this Agreement unless that assistance continues for a period exceeding twenty-four (24) continuous hours. If assistance provided pursuant to this Agreement is reimbursable by an outside source, any Party whose officers provided assistance for the RC-SERT may submit itemized bills for the actual cost of any assistance provided, including salaries, overtime, materials and supplies, to the RC-SERT Team Commander. The RCSO shall submit the invoices to the reimbursing entity. The reimbursing entity shall reimburse RCSO for the actual cost, and RCSO 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 RC-SERT. 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 or of its own equipment occurring during deployment of the RC-SERT. 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 Liability

5.2.7.1 The intent of this section is to impose on each Requesting Party a limited duty to defend and indemnify Responding Parties for claims arising against the Responding Parties subject to the limits of liability under the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 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.

5.2.7.2 A Requesting Party shall defend, indemnify and hold harmless the Responding Parties, their employees, officers, and elected and appointed officials 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 a Requesting Party pursuant to this Agreement, subject to the limits of liability under Minnesota Statutes Chapter 466 and other applicable law, rule, and regulation, including common law.

5.2.7.3 For purposes of the Minnesota Municipal Tort Liability Act, the employees and officers of the Responding Parties are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party, but only for purposes of addressing liability under this Agreement. The employees of the Responding Parties shall not be considered employees of the Requesting Party for any other purpose.

5.2.7.4 Under no circumstances 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 Minn. Stat. Ch. 466 applicable to any one Party. Pursuant to Minn. Stat. § 471.59, subd. 1a, the limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party or Requesting Party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to any Party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

5.2.7.5 Consistent with Minn. Stat. § 466.07, nothing herein shall be construed to require provision of defense or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or 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 RC-SERT. 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 RC-SERT are the "Sending Political Subdivision(s)" as that term is used in Minn. Stat. § 12.331. Requests for assistance by non-Party political subdivisions are governed by Minn. Stat. § 12.331.

5.2.8.2 Upon a request for assistance from a non-Party political subdivision, RC-SERT may be deployed to such Requesting Political Subdivision, provided that the Ramsey County Sheriff or his or her designee has consented to such deployment. No Party or individual member of RC-SERT shall incur any liability based upon a failure to provide assistance.

5.2.8.3 Upon deployment, the Requesting Political Subdivision will be in control of the scene. The Team will not engage in any controlled offensive action without the express authorization of the CLEO of the Requesting Political Subdivision, or the CLEO's designee, or a district court-approved search warrant. 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 officer or public safety in accordance with law.

5.2.8.4 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 political subdivision assumes the same liability as a Receiving Political Subdivision.

6. Term.

6.1 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. 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 agree to terminate the Agreement upon a date certain; or (c) when the Ramsey County Sheriff, in his or her sole discretion, decides to terminate this Agreement.

7.3 Distribution of Assets. If this Agreement is terminated and not replaced with a new agreement providing for the continued operations of the RC-SERT, or if the RC-SERT is dissolved, all funding that is being held in trust by Ramsey County on behalf of the RC-SERT shall be distributed to the current Parties as permitted by law. Such distribution of RC-SERT funds shall be made in proportion to the total Fee paid to the RC-SERT by the Party in the year prior to termination.

7.4 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 Parties' governing bodies.

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 Ramsey County Sheriff.

8.3 Additional Parties. Upon the consent and approval of the existing Parties to this Agreement and their governing bodies, any other municipality operating within the State of Minnesota 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, and submission of a copy of the signed Agreement with Ramsey County.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date this Agreement is signed by the Parties as written below.

RAMSEY COUNTY

Rafael Ortega, Chair
Ramsey County Board of Commissioners

Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Bob Fletcher, Ramsey County Sheriff

Approved as to form:

Marcelo Neblett, Assistant County Attorney

Designee for purposes of receipt of notice:

Phil Baebenroth, Undersheriff

425 Grove Street, Saint Paul, MN 55101

CITY OF MAPLEWOOD

Brian Bierdeman, Public Safety Director/Chief of Police

Date: _____

Marylee Abrams, Mayor

Date: _____

Mike Sable, City Manager

Date: _____

Andrea Sindt, City Clerk

Date: _____

Approved as to form:

Ronald H. Batty, City Attorney

Designee for purposes of receipt of notice:

Public Safety Director/Chief of Police

1830 County Road B, Maplewood, MN 55109

CITY OF NEW BRIGHTON

Anthony S. Paetznick, Director of Public Safety

Date: _____

Devin Massopust, City Manager

Date: _____

Kari Niedfeldt-Thomas, Mayor

Date: _____

Terri Spangrud City Clerk

Date: _____

Approved as to form:

Sarah J. Sonsalla, City Attorney

Designee for purposes of receipt of notice:

Anthony S. Paetznick, Director of Public Safety

785 Old Highway 8 NW, New Brighton, MN 55112

CITY OF NORTH ST. PAUL

Ray Rozales, Chief of Police

Date: _____

Approved as to form:

Jack Brookbank, City Attorney

John Monge, Mayor

Designee for purposes of receipt of notice:

Brian Frandle, City Manager

2400 Margaret Street, North St. Paul, MN 55109

CITY OF OAKDALE

Christina Volkens, City Administrator

Date: _____

Kevin Zabel, Mayor

Date: _____

Approved as to form:

Designee for purposes of receipt of notice:

Christina Volkens, City Administrator

Kevin Zabel, Mayor

1584 Hadley Avenue North, Oakdale, MN 55128

CITY OF MOUNDS VIEW

Ben Zender, Chief of Police

Date: _____

Zach Lindstrom, Mayor

Date: _____

Nyle Zikmund, City Administrator

Date: _____

Approved as to form:

Scott J. Riggs, City Attorney

Designee for purposes of receipt of notice:

Ben Zender, Chief of Police

2401 Mounds View Blvd. Mounds View, MN 55112

CITY OF ST. ANTHONY

Jeff Spiess, Police Chief

Date: _____

Wendy Webster, Mayor

Date: _____

Charlie Yunker, City Manager

Date: _____

Approved as to form:

Steven P. Carlson, City Attorney

Designee for purposes of receipt of notice:

Jeff Spiess, Police Chief

3301 Silver Lake Road NE, St. Anthony, MN 55418

UNIVERSITY OF MINNESOTA

Erik Swanson, Interim Chief

Date: _____

Approved as to form:

Erik Swanson, Interim Chief

Designee for purposes of receipt of notice:

Randy Mahlen, Captain

505 Washington Ave SE, Minneapolis, MN 55455

CITY OF WHITE BEAR LAKE

Dale Hager, Chief of Police

Date: _____

Dan Louismet, Mayor

Date: _____

Caley Longendyke, City Clerk

Date: _____

Approved as to form:

David Anderson, City Attorney

Designee for purposes of receipt of notice:

City Clerk
4701 Highway 61, White Bear Lake, MN 55110

CITY OF ROSEVILLE

Erika Scheider, Chief of Police

Date: _____

Dan Roe, Mayor

Date: _____

Patrick J. Trudgeon, City Manager

Date: _____

Approved as to form:

Designee for purposes of receipt of notice:

METROPOLITAN COUNCIL

Joseph Dotseth, Chief of Police

Date: _____

Chair

Date: _____

Regional Administrator

Date: _____

Approved as to form:

Designee for purposes of receipt of notice: