

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: December 5, 2022  
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Approve Addendum to Ramsey County Mutual Aid Agreement

**BACKGROUND**

On July 25<sup>th</sup>, Roseville City Council approved the 2023-2029 Ramsey County Law Enforcement Consortium Mutual Aid Agreement (Attachment A).

On November 15<sup>th</sup>, the Roseville Police Department received notification an additional section (*XVII Counterparts*) was added to the end of the agreement. Based on the makeup of the agreement and the status as a consortium with multiple agencies, the typical procedure of obtaining all signatures prior to passing it along to the next agency for signatures was not possible. The added section allows for the agreement to be executed in several counterparts.

The city attorney has reviewed the attached mutual aid agreement with addendum (Attachment B).

**POLICY OBJECTIVE**

The Roseville Police Department seeks to accept the updated mutual aid agreement, continuing a long-standing partnership with Ramsey County agencies to effectively handle large scale emergencies, ensuring Roseville is prepared to adequately address fire, flood, natural disaster, civil disturbance, or any other emergency in Ramsey County.

**FINANCIAL IMPACTS**

There are no financial implications.

**STAFF RECOMMENDATION**

Staff recommends Council approval to accept the updated mutual aid agreement and authorize the signing of the Agreement by the City of Roseville Attorney, City of Roseville Mayor, City of Roseville Finance Director and City of Roseville Chief of Police.

**REQUESTED COUNCIL ACTION**

The Roseville Police Department seeks Council approval to accept the updated mutual aid agreement and authorize the signing of the Agreement by the City of Roseville Attorney, City of Roseville Mayor, City of Roseville Finance Director and City of Roseville Chief of Police.

Prepared by: Chief Erika Scheider  
Attachment A: 2022 Mutual Aid Agreement RCA approved 7/25/2022  
Attachment B: Ramsey County Mutual Aid Agreement with Addendum

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 07/25/2022

Item No.:

Department Approval

City Manager Approval



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Item Description: **Approve Ramsey County Mutual Aid Agreement**

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1 **BACKGROUND**

2  
3 The general purpose of this Agreement is to enable the Parties and their respective police personnel to  
4 come to the aid of other Parties to this Agreement as permitted in Minnesota Statutes, Section §471.59  
5 and Minnesota Statutes, Section §12.331. This Agreement is limited to the named Parties only and does  
6 not extend to the State Department of Public Safety or any other political subdivisions of the State of  
7 Minnesota.

8  
9 Mutual Aid agreements are common in Minnesota as no law enforcement agency is staffed to  
10 satisfactorily handle large scale emergencies and relies on neighboring agencies to partner and deliver  
11 law enforcement services to the public. The previous mutual aid agreement was signed by the same  
12 governments in 2014.

13  
14 Police personnel included in the Mutual Aid Agreement, drafted by the City of St. Paul include: City of  
15 Saint Paul, the Ramsey County Sheriff's Office, the City of North Saint Paul, St. Anthony Village, the  
16 City of North Saint Paul, the City of Mounds View, the City of White Bear Lake, the City of Roseville,  
17 the City of Maplewood, and the City of New Brighton, and all political subdivisions of the State of  
18 Minnesota located within Ramsey County.

19  
20 The city attorney has reviewed the attached mutual aid agreement.

21  
22 **OBJECTIVE**

23  
24 The Roseville Police Department seeks to continue entering into a mutual aid agreement with Ramsey  
25 County Law Enforcement agencies to effectively handle large scale emergencies. The mutual aid  
26 agreement will help ensure Roseville is prepared to adequately address fire, flood, natural disaster, civil  
27 disturbance, or any other emergency in Ramsey County.

28  
29 **FINANCIAL IMPACTS**

30 There are no financial implications to this mutual aid agreement.

31 **STAFF RECOMMENDATION**

32

33 Staff recommends Council approval to accept the mutual aid agreement and authorize the signing of the  
34 Agreement by the City of Roseville Mayor, City of Roseville Manager and City of Roseville Chief of  
35 Police.

36

37

38 **REQUESTED COUNCIL ACTION**

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40 The Roseville Police Department seeks Council approval of the mutual aid agreement allowing for the  
41 required City of Roseville signatures, specifically the City of Roseville Mayor, City of Roseville  
42 Manager and City of Roseville Chief of Police.

43 Prepared by: Chief Erika Scheider  
Attachment: Ramsey County Mutual Aid Agreement

## MUTUAL AID AGREEMENT

**THIS MUTUAL AID AGREEMENT** (“Agreement”) is made effective as of January 1, 2023, by and among the City of Saint Paul, Ramsey County, City of St. Anthony Village, the City of North Saint Paul, the City of Mounds View, the City of White Bear Lake, the City of Roseville, the City of Maplewood, and the City of New Brighton, all political subdivisions of the State of Minnesota, that either constitute, or are located within, Ramsey County, collectively referred to as “Parties”, pursuant to the provisions of Minnesota Statutes §471.59, the Joint Powers Act (“Agreement”).

**WHEREAS**, The Parties desire to be prepared to adequately address fire, flood, natural disaster, civil disturbance, or any other Emergency that may occur within the jurisdictions of the Parties; and

**WHEREAS**, In order to protect the public peace and safety, and to preserve the lives and property of people in each jurisdiction, the Parties agree to furnish Assistance to one another in the event of an Emergency.

**NOW, THEREFORE**, The Parties hereby agree to furnish Assistance to each other upon the terms and conditions set forth in this Agreement.

### **I. Purpose**

The general purpose of this Agreement is to enable the Parties and their respective law enforcement personnel to come to the aid of each Party to this Agreement as permitted in Minnesota Statutes §471.59 and Minnesota Statutes, Chapter 12. This Agreement is limited to the named Parties.

### **II. Definitions**

The capitalized terms in this Agreement shall have the following meanings:

**Assistance** means the provision of law enforcement personnel, services, equipment, supplies and related resources.

**Emergency** means any disaster or a combination of circumstances that calls for immediate action to prevent a disaster, including, but not limited to, a multi-alarm fire; casualty involving the damage, collapse or destruction of private or public infrastructure; accident or incident involving one or more modes of transportation including, but not limited to air, rail, vehicular or watercraft; civil disorder or disturbance; release of contaminants or pollutants, hazardous substances or hazardous waste that necessitates the evacuation of occupants from structures or some defined geographic area; any quarantine or limitation on the movement of persons due to disease or threat to health and safety of the general population; any threat to national security; “Disaster” and

“Emergency” as defined in Minnesota Statutes §12.03, Subdivisions 2 & 3, respectively; and “Emergency” and “Major Disaster” as defined in 44 CFR Sections 206.2(a)(9) and (17) respectively.

**Federal** means the United States of America.

**Incident Commander** means the ranking peace officer designated by the Requesting Party(ies) to be responsible for overseeing the management of any Assistance and for the planning, logistics and finances at the field level during an Emergency.

**Officer(s)** means any law enforcement personnel of the Parties.

**Party** means a governmental unit as defined by Minnesota Statutes, §471.59, Subdivision 1. “Parties” shall collectively mean more than one Party.

**Providing Party** means the entity that provides mutual aid Assistance to the Requesting Party.

**Providing Official** means the person designated by a Providing Party who is responsible to determine whether and to what extent that Party should provide Assistance to the Requesting Party(ies).

**Requesting Party** means the entity that requests mutual aid Assistance under this Agreement.

**Self-Deployment** means deploying resources without a request for mutual aid Assistance from a Requesting Party.

**State** means the State of Minnesota.

### **III. Assistance**

A participating political subdivision may request Assistance (a “Requesting Party”) from the other participating subdivision (a “Providing Party”) to respond to an Emergency or as a participant in drills or exercises authorized under legislation or this Mutual Aid Agreement. A request for Assistance shall be made by a Requesting Party to a Providing Party by contacting the Providing Official or their designee. Requests may either be verbal or in writing. Any verbal requests will be followed by a written request made by the Requesting Party to a Providing Official or their designee as soon as practical or within such period of time as provided by law.

Requests and responses to requests under this Agreement are limited to law enforcement personnel assistance services, equipment, supplies, and related resources.

In the case of an Emergency for which a Requesting Party will seek reimbursement of costs from the Federal Emergency Management Agency (FEMA) or the State of Minnesota, a Requesting Party shall make the request for Assistance to each Providing Party and the Incident Commander shall monitor and oversee the documentation of the performance of Emergency work and the documentation of reasonable and reimbursable costs of a Providing Party in accordance with the FEMA Disaster Assistance Policy and will disburse the Federal share of funds owed to a Providing Party.

In response to a request for Assistance under this Agreement, a Providing Party may authorize and direct personnel to provide aid to a Requesting Party. The Providing Party(ies) shall provide personnel who possess the required qualifications along with the equipment and supplies of the Providing Party(ies) to a Requesting Party at the discretion of the Providing Party(ies) within the scope of aid deemed necessary by a Requesting Party and the Incident Commander.

#### **IV. Limitations**

A Party's decision to provide Assistance in response to, or recovery from, an Emergency, or in authorized drills or exercise is subject to the following conditions:

- A.) Any Party may withhold resources to the extent necessary to provide reasonable protection and services within its own jurisdiction.
- B.) Any Providing Party may recall Assistance at any time in the best interests of that Party.
- C.) Emergency response personnel of a Providing Party shall follow the policies and procedures of the Providing Party and will be under the Providing Party's command and control but will follow the operational direction of the Incident Commander and be subject to the incident management system of the Requesting Party(ies).
- D.) Assets and equipment of a Providing Party shall remain under the control of the Providing Party but shall be under the operational control of the Incident Commander within the incident management system of the Requesting Party(ies).

#### **V. Compensation**

The Requesting Party(ies) and any Providing Party(ies) will each be responsible for its own costs and compensation for any Assistance arising from any Emergency that may occur during the Term of the Agreement except as set forth below.

Unless the Emergency is eligible for reimbursement, a Providing Party shall be responsible for the costs and compensation of its personnel, equipment, and supplies. A Providing Party shall make no demand to a Requesting Party for the reimbursement of the costs or expenses of the Providing Party for Assistance rendered pursuant to this Mutual Aid Agreement. For an Emergency that is eligible for reimbursement of costs, the labor force expenses of a Providing Party will be treated

as contract labor, with costs of all wages, including overtime and fringe benefits, eligible for reimbursement.

Notwithstanding the above paragraphs in this Section, a Requesting Party may reimburse a Providing Party that has provided Assistance pursuant to this Mutual Aid Agreement. A Requesting Party that is willing to reimburse a Providing Party for Assistance rendered under the terms of this Mutual Aid Agreement, may do so after receipt of an itemized bill from the Providing Party for the actual cost of any Assistance provided. The charges for Assistance provided pursuant to this Agreement will be based upon the actual costs incurred by the Providing Party, including salaries or wages, overtime, materials, supplies and other necessary expenses, except that the Parties agree that the Federal Emergency Management Agency equipment rates will be used as the basis for equipment charges whenever possible.

If a local, State, or Federal Emergency is declared, a Requesting Party may reimburse a Providing Party for Assistance rendered under the terms of this Agreement. Any Providing Party will submit to a Requesting Party an itemized bill for the actual cost of any Assistance provided as described above. A Requesting Party is responsible to take all steps it deems necessary to seek reimbursement from the United States of America, the State of Minnesota, or other sources, to the extent that such reimbursement is available, for expenses it incurs for services provided pursuant to this Agreement. Should funding become available, a Requesting Party may reimburse a Providing Party to the extent possible under the terms of this Agreement. Any claims for reimbursement by a Providing Party must be made to a Requesting Party within 90 days after the expense is sustained or incurred.

No Party will be responsible for the reimbursement of Self-Deployment costs.

#### **VI. Workers' Compensation**

Each Party will be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or a program of self-insurance 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 dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

#### **VII. Damage to Equipment**

Each Party shall be responsible for damages to, or loss of its own equipment used to respond to an Emergency under this Agreement. 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.

**VIII. Term of Agreement**

This Agreement shall be in full force and effect from January 1, 2023, through December 31, 2029, subject to Section XVI Withdrawal of Party/Termination of Agreement.

**IX. Liability and Indemnification**

For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of a Providing Party are deemed to be employees (as defined in Minnesota Statutes, §466.01, Subdivision 6) of a Requesting Party.

A Requesting Party agrees to defend and indemnify a Providing Party against any claims brought or actions filed against a Providing Party or any officer, employee, or volunteer of a Providing Party 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, however, shall a Party be required to pay on behalf of itself and the other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes §466.04 applicable to any one Party. The limits of liability for any or all Parties may not be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Providing Party for claims arising within a 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.

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 the other Parties, or for recalling Assistance, both as described in this Agreement.

Nothing in this Agreement is intended to prevent or hinder the pursuit of applicable State or Federal benefits to personnel who respond or render Assistance pursuant to an Emergency request and sustain injury or death in the course of, and arising out of, their employment and response or Assistance under this Agreement.

A Providing Party shall not be responsible for any injuries, damages or losses arising from the acts or omissions of personnel of a Requesting Party and its officers, employees, agents, and assigns.



**X. General Compliance**

All Parties agree to comply with all applicable Federal, State, and local laws and regulations governing any services provided under this Agreement.

**XI. Accounting Standards and Retention of Records**

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

B.) Retention of Records – All Parties will retain all records pertinent to expenditures incurred under this Agreement as required by the applicable records retention schedule.

**XII. Data Practices**

All Parties 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 other Parties any requests from third parties for information relating to activities performed pursuant to this Agreement. Each Party agrees to promptly respond to inquiries from the other Parties concerning data requests. Each Party agrees to hold the other Parties, their officers, and employees harmless from any claims resulting from unlawful disclosure or use of data protected under state and Federal laws by the disclosing Party.

**XIII. Applicable Law**

The laws of the State of Minnesota shall govern all interpretations of this Agreement and any litigation which may arise under this Agreement.

**XIV. Non-Discrimination**

All Parties 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 §181.59 and Chapter 363A.

**XV. Withdrawal of Party/Termination of Agreement**

A.) A Party may withdraw from this Agreement for any reason upon thirty (30) days written notice to the chief law enforcement officer for the other Parties. A withdrawing Party shall pay all reimbursements/obligations owed to the remaining Parties as stated under the terms of this Agreement, to the date of withdrawal. Any remaining Party(ies) shall also pay all reimbursements/obligations owed to the withdrawing Party as stated under the terms of this Agreement, to the date of withdrawal.

B.) This Agreement shall terminate upon expiration of the Term or by mutual written agreement of all Parties in the form of a resolution by the Party's governing body.

**XVI. Severability**

Should a court of competent jurisdiction rule any portion, section, or subsection of this Agreement 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.

**XVII. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**FOR THE CITY OF SAINT PAUL**

Approved as to Form

By: \_\_\_\_\_  
Judy Hanson, Assistant City Attorney

Approved \_\_\_\_\_  
Jeremy Ellison, Chief of Police

Approved \_\_\_\_\_  
Melvin Carter, Mayor

Approved \_\_\_\_\_  
John McCarthy, Financial Services

Designee for purposes of receipt of Notice:

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR RAMSEY COUNTY**

Approved as to Form:

By: \_\_\_\_\_  
County / Assistant County Attorney

Approved \_\_\_\_\_  
, County Manager

Approved \_\_\_\_\_  
, Sheriff

Designee for purposes of receipt of Notice:

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR THE CITY OF MAPLEWOOD**

Approved as to Form

By: \_\_\_\_\_  
          , City / Assistant City Attorney

Approved \_\_\_\_\_  
          , Chief of Police

Approved \_\_\_\_\_  
          , Mayor

Approved \_\_\_\_\_  
          , Finance Director

Designee for purposes of receipt of Notice:

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR THE CITY OF MOUNDS VIEW**

Approved as to Form

By: \_\_\_\_\_  
          , City / Assistant City Attorney

Approved \_\_\_\_\_  
          , Chief of Police

Approved \_\_\_\_\_  
          , Mayor

Approved \_\_\_\_\_  
          , Finance Director

Designee for purposes of receipt of Notice:

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR THE CITY OF NEW BRIGHTON**

Approved as to Form

By: \_\_\_\_\_  
          , City / Assistant City Attorney

Approved \_\_\_\_\_  
          , Mayor

Approved \_\_\_\_\_  
          , City Manager

Designee for purposes of receipt of Notice:

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR THE CITY OF NORTH SAINT PAUL**

Approved as to Form

By: \_\_\_\_\_  
          , City / Assistant City Attorney

Approved \_\_\_\_\_  
          , Chief of Police

Approved \_\_\_\_\_  
          , Mayor

Approved \_\_\_\_\_  
          , Finance Director

Designee for purposes of receipt of Notice:

Title: \_\_\_\_\_

Address: \_\_\_\_\_



**FOR THE CITY OF ROSEVILLE**

Approved as to Form

By: \_\_\_\_\_  
Mark Gaughan, City / Assistant City Attorney

Approved \_\_\_\_\_  
Erika Scheider, Chief of Police

Approved \_\_\_\_\_  
Daniel Roe, Mayor

Approved \_\_\_\_\_  
Michelle Pietrick, Finance Director

Designee for purposes of receipt of Notice:

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR THE CITY OF ST. ANTHONY VILLAGE**

Approved as to Form

By: \_\_\_\_\_  
          , City / Assistant City Attorney

Approved \_\_\_\_\_  
          , Chief of Police

Approved \_\_\_\_\_  
          , Mayor

Approved \_\_\_\_\_  
          , Finance Director

Designee for purposes of receipt of Notice:

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR THE CITY OF WHITE BEAR LAKE**

Approved as to Form

By: \_\_\_\_\_  
          , City / Assistant City Attorney

Approved \_\_\_\_\_  
          , Chief of Police

Approved \_\_\_\_\_  
          , Mayor

Approved \_\_\_\_\_  
          , Finance Director

Designee for purposes of receipt of Notice:

Title: \_\_\_\_\_

Address: \_\_\_\_\_