

MUTUAL POLICE ASSISTANCE AGREEMENT  
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

1. Purpose. The purpose of this agreement is to provide for the joint exercise of the parties' law enforcement powers pursuant to Minn. Stat. § 471.59, so that the parties may furnish assistance to and coordinate with each other in the enforcement of traffic laws within Dakota County in the conduct of Traffic Safety Projects. It is not the purpose of this agreement to provide for or address in any way requests by one party of another party for any other law enforcement services, including ordinary patrol services.
2. Parties. The parties to this Agreement shall consist of the following units of government that have signed this agreement:

City of Apple Valley	City of Hastings	City of Rosemount
City of Burnsville	City of Inver Grove Heights	City of South St. Paul
City of Eagan	City of Lakeville	City of West St. Paul
City of Farmington	City of Mendota Heights	County of Dakota

3. Fiscal Agent. The Fiscal Agent, acting on behalf of the parties, shall apply for funding from the State of Minnesota to support coordinated local enforcement of traffic safety laws. To the extent that such grant funds are obtained and may be expended for peace officer overtime compensation, the parties shall be entitled on a pro rata basis to reimbursement of overtime compensation paid to the parties' peace officers who have participated in Traffic Safety Projects pursuant to this Agreement. The Fiscal Agent shall account for all funds received pursuant to this Agreement according to generally accepted accounting principles and reports on receipts and disbursements shall be forwarded to the parties on at least a quarterly basis. As provided in prior traffic safety task force JPAs, the Fiscal Agent position will be held by an agency for 2 calendar years before rotating to the next agency in alphabetical order.

The Fiscal Agent for each of the following calendar years during the term of this JPA shall be:

2020- Mendota Heights (covered 2019 under previous JPA)

2021-2022- City of Rosemount

2023-2024- City of South St Paul

2025-2026- City of West St Paul

2027-2028- City of Apple Valley

2029-2030- City of Burnsville

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4. Traffic Safety Projects. The parties will carry out the purpose of this agreement by jointly participating in Traffic Safety Projects to which the parties will assign peace officers. Traffic Safety Projects means targeted geographic areas during specified periods of time on specific dates in which and during which the parties will assign peace officers to work together to enforce traffic safety laws. Assignment of peace officers to work on Traffic Safety Projects will remain in the sole discretion of the chief law enforcement officer of each party. The decision of a party to decline participation in any Traffic Safety Project is without liability to any party.
5. Recommendation of Traffic Safety Projects. Peace officers from the parties will meet on an ad hoc basis as the Dakota County Traffic Safety Group to identify and recommend Traffic Safety Projects to the Chiefs of Police and Dakota County Sheriff. The Dakota County Traffic Safety Group shall identify Traffic Safety projects utilizing data which identifies areas where Traffic Safety Projects likely would have a substantial effect upon public safety within Dakota County. The decision to assign peace officers to work on any particular Traffic Safety Project remains within the discretion of the chief of police of each city that is a party to this agreement and of the Dakota County Sheriff, and the decision to conduct a Traffic Safety Project within a participating jurisdiction remains with the Sheriff or Chief of the jurisdiction in which the Project is conducted.
6. Exercise of Police Power. A peace officer who has been approved and assigned to participate in a Traffic Safety Project located outside of the officer's jurisdiction has the full and complete authority of a peace officer as though appointed by the agency or agencies within whose jurisdiction the Traffic Safety Project is located.
7. Compensation. A peace officer who has been assigned by his/her appointing agency to participate in a Traffic Safety Project pursuant to this Agreement shall be compensated by his/her appointing agency just as if the officer were performing duties within and for jurisdiction of the officer's appointing agency.
8. Workers' Compensation. Each party to this agreement shall be responsible for injuries to or the death of its own personnel. Each party shall maintain workers' compensation coverage or self-insurance coverage covering its own personnel while they are participating in any Traffic Safety Project 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, employee or volunteers.
9. Liability. Each party shall fully indemnify and hold harmless the other parties against all claims, losses, damages, liability, suits, judgments, costs and expenses incurred by reason of the action or inaction of its employees assigned to participate in any Traffic Safety Project pursuant to this Agreement. This agreement to indemnify and hold harmless does not constitute a waiver by any party of the limitations on liability provided by Minn. Stat. Ch. 466.
10. Direction and Control. Peace officers assigned by their appointing agency to participate in Traffic Safety Projects pursuant to this Agreement shall remain under the direction and control of their chief law enforcement officer.

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11. Recall of Peace Officers. The appointing agency of a party may at any time and in the agency's sole judgment and without liability to any party recall a peace officer assigned to participate in a Traffic Safety Project pursuant to this Agreement.
12. Damage to Equipment. Each party shall be responsible for damage to or loss of its own equipment that occurs in connection with participation in any Traffic Safety Project pursuant to 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.
13. Compensation for Equipment and Supplies. When a party assigns peace officers to work in any Traffic Safety Projects pursuant to this Agreement, that party shall provide all fuel and other materials and services for its peace officers who have been so assigned.
14. Effective Date. This Agreement shall be effective when all parties have signed the Agreement. All parties need not sign the same copy of the Agreement. Signed Agreements shall be filed with the City of Mendota Heights, who shall notify all parties of the effective date.
15. Withdrawal. Any party may withdraw from this Agreement upon thirty (30) days' written notice to the Fiscal Agent. The Fiscal Agent will notify the other parties to this Agreement Withdrawal shall not act to discharge any liability incurred by any party prior to withdrawal.
16. Notice. Notices required by Paragraph 15 of this Agreement or other correspondence related to this Agreement shall be provided by first class mail to the following:

Apple Valley Chief of Police  
7100 147<sup>th</sup> Street west  
Apple valley, MN 55124

Lakeville Chief of Police  
9237 183<sup>rd</sup> Street  
Lakeville, MN 55044

Burnsville Chief of Police  
100 Civic Center Parkway  
Burnsville, MN 55337-3817

Mendota Heights Chief of Police  
1101 Victoria Curve  
Mendota Heights, MN 55118

Eagan Chief of Police  
3830 Pilot Knob Road  
Eagan, MN 55122

Rosemount Chief of Police  
2875 145th Street West  
Rosemount, MN 55068

Farmington Chief of Police  
19500 Municipal Dr.  
Farmington, MN 55024

South St Paul Chief of Police  
125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075

Hastings Chief of Police  
150 3<sup>rd</sup> Street East  
Hastings, MN 55033

West St. Paul Chief of Police  
1616 Humboldt Avenue  
West St. Paul, MN 55118

Inver Grove Heights  
Chief of Police  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Dakota County Sheriff  
Law Enforcement Center  
1580 Highway 55  
Hastings, MN 55033

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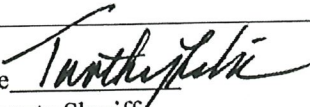
17. Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction or (b) when a majority of remaining parties agrees to terminate the Agreement upon a date certain or (c) December 31, 2030.
18. Effect of Termination. Termination shall not discharge any liability incurred by the parties during the term of this Agreement. Upon termination and after payment of all outstanding obligations, property or surplus money held by the parties shall then be distributed to the parties on the pro rata basis provided under Paragraph 3 of this Agreement.
19. Amendments. This Agreement may be amended only in writing and upon the consent of each of the parties' governing body.
20. Records, Accounts and Reports. The books and records of the parties shall be subject to the provisions of Minn. Stat. Ch. 13.
21. Government Data Practices. Each party to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the party under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by any party.
22. Assignment. A party to this Agreement may not assign or transfer any rights or obligations under this Agreement
23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the City of Mendota Heights.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY OF DAKOTA

Approved as to form:

/s/Amelia Jadoo 2/6/2020  
Assistant County Attorney Date  
County Attorney File No. KS-19-337  
Resolution # 19-896

\_\_\_\_\_  
Tim Leslie   
Dakota County Sheriff  
Date 2/8/20

Dakota County Contract # \_\_\_\_\_

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Dakota County Contract # \_\_\_\_\_

**CITY OF APPLE VALLEY**

Name, Title, Address and Phone Number of City's Authorized Representative:

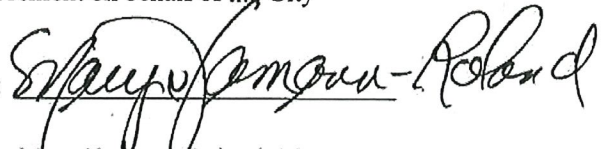
Greg Dahlstrom, Police Captain  
City of Apple Valley  
7100 147th Street W.  
Apple Valley, MN 55124  
952.953.2704

Name, Title, Address and Phone Number of City's Liaison:


Alan Spillers, Police Sergeant  
City of Apple Valley  
7100 147th Street W.  
Apple Valley, MN 55124  
952.953.2700

**CITY OF APPLE VALLEY**

I, the below signed, have authority to sign this Agreement on behalf of the City

By:   
Mary Hamann-Roland, Mayor [print

name] Date: 12.26.19

Attest:   
Pamela J. Gackstetter [print name]

Title: City Clerk

Date: 12.26.19

MUTUAL POLICE ASSISTANCE AGREEMENT  
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CITY OF BURNSVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

Elizabeth B. Kautz

Mayor

100 Civic Center Pkwy., Burnsville, MN 55337

952-895-4403

Name, Title, Address and Phone Number of City's Liaison:

Melanie Mesko Lee

City Manager

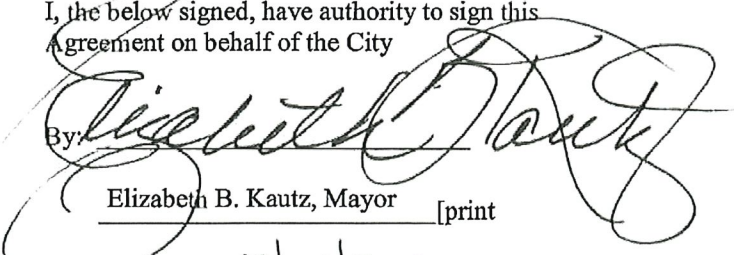
100 Civic Center Pkwy., Burnsville, MN 55337

952-895-4535

CITY OF BURNSVILLE


I, the below signed, have authority to sign this Agreement on behalf of the City

By:

  
Elizabeth B. Kautz, Mayor [print

name] Date: 12/06/2019

Attest:

  
Melanie Mesko Lee [print name]

Title: City Manager

Date: 12/06/2019

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CITY OF EAGAN

Name, Title, Address and Phone Number of City's Authorized Representative:

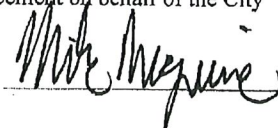
Mike Maguire, Mayor  
Christina M. Scipioni, Clerk  
City of Eagan  
3830 Pilot Knob Road  
Eagan, MN 55122  
Phone: (651) 675-5000

Name, Title, Address and Phone Number of City's Liaison:


Sgt. Rich Evans  
3830 Pilot Knob Road  
Eagan, MN 55122  
Phone: (651) 675-5735

CITY OF EAGAN

I, the below signed, have authority to sign this Agreement on behalf of the City

By: 

Mike Maguire [print  
Its: Mayor  
name] Date: \_\_\_\_\_

Attest: 

Christina M. Scipioni [print name]

Title: Clerk

Date: 2-18-2020

MUTUAL POLICE ASSISTANCE AGREEMENT  
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CITY OF FARMINGTON

Name, Title, Address and Phone Number of City's Authorized Representative:


David McKnight, City Administrator  
City of Farmington  
430 Third Street, Farmington, MN 55024  
651-280-6801

Name, Title, Address and Phone Number of City's Liaison:

Gary Rutherford, Police Chief  
Farmington Police Dept  
19500 Municipal Drive, Farmington, MN 55024  
651-280-6707

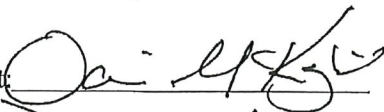
CITY OF FARMINGTON

I, the below signed, have authority to sign this Agreement on behalf of the City

By: 

Todd Larson [print

name] Date: January 6, 2020

Attest:   
David McKnight [print name]

Title: Administrator

Date: 1-7-2020



MUTUAL POLICE ASSISTANCE AGREEMENT  
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CITY OF HASTINGS

Name, Title, Address and Phone Number of City's Authorized Representative:

Bryan D. Schafer, Chief of Police

150 3rd Street East

Hastings, MN 55033

Name, Title, Address and Phone Number of City's Liaison:

Ryan Kline, Officer

150 3rd Street East

Hastings, MN 55033

CITY OF HASTINGS

I, the below signed, have authority to sign this Agreement on behalf of the City.

By: [Signature]

BRYAN D. SCHAFFER [print name]

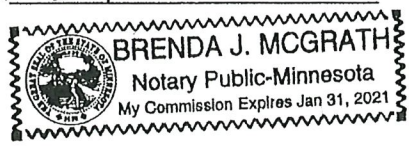
name] Date: 2/12/2020

Attest: [Signature]

BRENDA McGRATH [print name]

Title: RECORDS CLERK

Date: 2-12-2020



MUTUAL POLICE ASSISTANCE AGREEMENT  
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CITY OF INVER GROVE HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

Chief of Police

8150 Barbara Ave

Inver Grove Heights, MN 55077

651-450-2525

Name, Title, Address and Phone Number of City's Liaison:

Sergeant (Assigned to Traffic Safety Group)

8150 Barbara Ave

Inver Grove Heights, MN 55077

651-450-2525

CITY OF INVER GROVE HEIGHTS

I, the below signed, have authority to sign this Agreement on behalf of the City

By: George Tourville

George Tourville [print name]

name] Date: 12-9-19

Attest: 

Joe Lynch [print name]

Title: Interim Deputy Clerk

Date: 12-9-19

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CITY OF LAKEVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

Brad Pankson - Lieutenant

9237 183<sup>rd</sup> St. W

Lakewille, MN 55044

952-985-2800

Name, Title, Address and Phone Number of City's Liaison:

Jessica Swamer - Officer

9237 183<sup>rd</sup> St. W

Lakewille, MN 55044

952-985-2800

CITY OF LAKEVILLE

I, the below signed, have authority to sign this Agreement on behalf of the City

By: 

Douglas P. Anderson, Mayor [print

name] Date: December 16, 2019

Attest:

  
Charlene Friedges [print name]

Title: City Clerk

Date: December 16, 2019

MUTUAL POLICE ASSISTANCE AGREEMENT  
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CITY OF MENDOTA HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

Captain Wayne Wegener Jr.  
1101 Victoria Curve  
Mendota Heights, MN 55118  
651-452-1366

Name, Title, Address and Phone Number of City's Liaison:

Sergeant Tanner Spicer  
1101 Victoria Curve  
Mendota Heights, MN 55118  
651-452-1366

CITY OF MENDOTA HEIGHTS

I, the below signed, have authority to sign this Agreement on behalf of the City

By: Neil W. Garlock

Neil Garlock [print

name] Date: 1-24-2020

Attest: Lorri Smith

Lorri Smith [print name]

Title: City Clerk

Date: 1-24-2020

MUTUAL POLICE ASSISTANCE AGREEMENT  
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CITY OF ROSEMOUNT

Name, Title, Address and Phone Number of City's Authorized Representative:

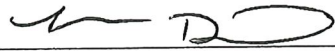
Mikael Dahlstrom  
Chief of Police  
2875 145th St. W, Rosemount, MN 55068  
651-440-2151

Name, Title, Address and Phone Number of City's Liaison:

ALEX ECKSTEIN  
POLICE SERGEANT  
2875 145th ST W, ROSEMOUNT, MN 55068  
651-440-2140


CITY OF ROSEMOUNT

I, the below signed, have authority to sign this Agreement on behalf of the City

By: 

Mikael Dahlstrom [print

name] Date: 2/14/20

Attest: 

Kathie Hanson [print name]

Title: Records Supervisor

Date: 2-14-2020

MUTUAL POLICE ASSISTANCE AGREEMENT  
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

**CITY OF SOUTH ST PAUL**

Name, Title, Address and Phone Number of City's Authorized Representative:

Chief of Police

125 3<sup>rd</sup> Avenue North

South St. Paul, MN 55075

(651) 554-3300

Name, Title, Address and Phone Number of City's Liaison:

Sergeant (Assigned to Traffic Safety Group)

125 3<sup>rd</sup> Avenue North

South St. Paul, MN 55075

(651) 554-3300

**CITY OF SOUTH ST PAUL**

I, the below signed, have authority to sign this Agreement on behalf of the City

By: James P. Francis  
James P. Francis [print

name] Date: 12-16-19

Attest: Christy M. Wilcox  
CHRISTY M. WILCOX [print name]

Title: City Clerk

Date: 12-16-19

MUTUAL POLICE ASSISTANCE AGREEMENT  
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

**CITY OF WEST ST PAUL**

Name, Title, Address and Phone Number of City's Authorized Representative:

Brian Sturgeon, Police Chief

West St. Paul Police Department

1616 Humboldt Ave, West St. Paul, MN 55118

651-552-4202

Name, Title, Address and Phone Number of City's Liaison:

Brent Nagel, Patrol Sergeant

West St. Paul Police Department

1616 Humboldt Ave, West St. Paul, MN 55118

651-552-4209

**CITY OF WEST ST PAUL**

I, the below signed, have authority to sign this Agreement on behalf of the City

By: 

David J. Napier, Mayor [print

name] Date: January 13, 2020

Attest: 

Shirley R Buecksler [print name]

Title: City Clerk

Date: January 13, 2020