

Exhibit 1

DULUTH POLICE DEPARTMENT REGIONAL TACTICAL RESPONSE TEAM MULTI-JURISDICTIONAL AGREEMENT BETWEEN THE CITY OF HERMANTOWN AND THE CITY OF DULUTH

THIS MULTI-JURISDICTIONAL AGREEMENT (“Agreement”) is by and between the **City of Hermantown**, a Minnesota statutory city, (“HPD”) and the **City of Duluth**, a Minnesota political subdivision and charter city acting through its Police Department (“DPD”) and collectively referred to as the “Parties”.

1. **Purpose.** Under Minnesota Statutes §471.59, HPD and DPD are empowered to engage in agreements that are necessary to exercise their powers. The Parties wish to create a multi-jurisdictional Duluth Police Department Regional Tactical Response Team (“Team”) that will enable the Parties to collaboratively respond to high-risk situations and critical incidents, thereby increasing officer and community safety. The Hermantown Police Department wants to participate as an affiliate member. Members of the Team will receive specialized training and operate under the terms of this Agreement.

2. **Justification.** The Parties recognize the need for a prompt, effective and coordinated response to critical incidents, including those involving violent criminal activity, to preserve and protect public safety and manage risk. These critical incidents, including armed confrontations, barricaded subjects, hostage-taking incidents and high-risk arrests and search warrants, require a response from police officers that have received specialized tactical training and equipment. A multi-jurisdictional team can better address the challenging and rapidly changing circumstances inherent in these critical incidents by combining personnel and equipment in conjunction with specialized and coordinated training among the team members. The Parties recognize this regional approach will provide a coordinated and more rapid response to these critical incidents utilizing best practices and resulting in improved services to the citizens as well as increased safety for the public and officers involved.

3. **Objectives.** The Team objective will be able to provide a coordinated, capable and tactical response through enhanced use of personnel, equipment, funds and training. The Team will respond as requested by the participating parties and provide a coordinated response in conjunction with the members of the local police department making the request.

4. **Standards.** The Parties agree to adhere to the standards identified below.

4.1 Assign a point of contact to act as liaison.

4.2. Assist with planning and dedicating resources, as appropriate, to specialized training for the Team members.

4.3. Co-respond to critical incidents upon request of a Party.

4.4. Utilize, as appropriate, the most current technologies and equipment.

4.5 Follow appropriate state or federal laws in obtaining and executing search and arrest warrants.

4.6. Follow proper legal procedures in securing evidence, including electronic devices.

4.7. Maintain records of enforcement activities in accordance with the law and applicable policies.

5. **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 employees 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.

6. **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 damage or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

7. **Liability.** The Parties agree that each Party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Each Party's liability shall be governed by the provisions of the Minnesota Tort Claims Act (Minn. Stat. Ch 466), and other applicable law.

8. **Governance.** The operations of the Team will be governed by the operational guidelines approved by the Chiefs of Police of the Parties. Ultimate command and control of any response will remain with the Duluth Chief of Police or designee.

9. **Assignment of Officers.** Each Party will select its own team members. All wage and disability payments, retirement, workers' compensation claims, medical expenses or other employment benefits for the Team members performed pursuant to this Agreement will be the responsibility of the employing Party.

10. **Duration.** This Agreement will be in force for a period of ten (10) years from the date of execution. Any Party may withdraw from this Agreement upon ninety (90) days written notice to the other Party or Parties to the Agreement.

11. **Government Data Practices.** The Parties agree to 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 Parties to this Agreement.

12. **Execution.** Each Party hereto has read, agreed to and executed this Agreement on the date indicated.

[SIGNATURES APPEAR ON NEXT PAGE]

HPD:

City of Hermantown

By _____
Its Mayor

And by: _____
Its City Clerk

Dated: _____

DPD:

City of Duluth

By _____
Its Mayor

And by _____
Its City Clerk

Date: _____

Countersigned:

By: _____
Its City Auditor

Approved as to form:

By _____
Its City Attorney