

LAW ENFORCEMENT MUTUAL
AIDS AGREEMENT

THIS AGREEMENT to be effective the 1st day of April, 1996, is entered into between the CITY OF PERHAM, a Minnesota municipality, hereafter referred to as "City" and COUNTY OF OTTER TAIL, a Minnesota municipality, hereafter referred to as "County".

RECITALS

WHEREAS, said local governmental agencies desire to make available to each other their respective law enforcement personnel and equipment in the event of emergency or necessity arising in either of the contracting municipalities; and

WHEREAS, the law in Minnesota, specifically Minnesota Statutes 471.59, Subd. 12, authorizes municipalities to enter this type of an agreement.

NOW, THEREFORE, the parties agree as follows:

1. Notice of Need. When the County Sheriff or one of his employees or the City Chief of Police or any one of his employees determines that assistance is required, by reason of necessity or emergency, request may be made to the other contracting agency for assistance. The Sheriff or Chief of Police upon receiving such a request is authorized to furnish to the requesting party personnel and equipment as he may determine is available without jeopardizing his ability to maintain law and order within his municipality.
2. Direction of Assistance. Law enforcement officers rendering assistance under this agreement shall do so under the jurisdiction and control of the appropriate official of the municipality requesting aid.
3. Governmental Immunity. The services performed and expenditures made pursuant to responses for assistance under this agreement shall be deemed to be for public and governmental purposes only, and all immunities from liability and limitations on damages enjoyed by the local government unit within its boundaries shall extend to the participation in providing law enforcement outside such boundaries pursuant to this agreement.
4. Employment Benefits. All immunities from liability, limitation on damages, and exemptions from laws, ordinances and regulations which the parties peace officers, agents and employees have in their own jurisdiction shall be effective in the jurisdiction in which they are giving assistance. All compensation, workman's compensation and other benefits accruing to law enforcement officers in their own jurisdiction shall extend to the services they perform under this agreement outside their respective jurisdictions.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first written above.

CITY OF PERHAM

COUNTY OF OTTER TAIL

BY:

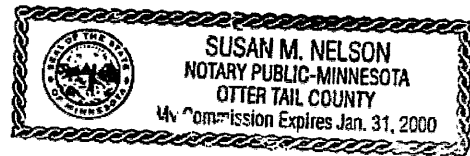
Gary A. Nelson
Sheriff Gary A. Nelson

Subscribed & Sworn to Before Me this
____ day of _____, 1996

Subscribed & Sworn to Before Me this
8th day of April, 1996

Notary Public

Susan M. Nelson
Notary Public



LAW ENFORCEMENT MUTUAL
AIDS AGREEMENT

THIS AGREEMENT to be effective the 1st day of August, 1987, is entered into between the CITY OF PERHAM, a Minnesota municipality, hereafter referred to as "City" and COUNTY OF OTTER TAIL, a Minnesota municipality, hereafter referred to as "County".

RECITALS

WHEREAS, said local governmental agencies desire to make available to each other their respective law enforcement personnel and equipment in the event of emergency or necessity arising in either of the contracting municipalities; and

WHEREAS, the law in Minnesota, specifically Minnesota Statutes 471.59, Subd. 12, authorizes municipalities to enter this type of an agreement.

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IN WITNESS WHEREOF the parties have executed this agreement as of the date first written above.

ATTEST:

COUNTY OF OTTER TAIL

Sylvia Bergeron
County Auditor

By: But Howland

ATTEST:

CITY OF PERHAM

Sandy L. DiBrito, Clerk

By: [Signature] Mayor