

MUTUAL AID AND ASSISTANCE AGREEMENT

THIS AGREEMENT made and entered into by and between the Morton County Sheriff's Office (herein after the Requesting Agency), and the City of Grand Forks, a North Dakota municipal corporation pursuant to the provisions of *N.D.C.C.* Chapter 54-40.3 authorizing joint powers agreements and the provisions of *N.D.C.C.* Chapter 37-17.1 relating to emergency services.

WHEREAS, the Requesting Agency is experiencing large crowd protesting:

WHEREAS, the Requesting Agency has requested personnel and equipment from the City of Grand Forks to protect the health, safety and welfare of the public.


NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. City of Grand Forks agrees to furnish, upon its discretion, those resources, services and personnel which it deems to be available to the Requesting Agency as necessary to provide crowd control assistance. Any request for aid hereunder shall include a request for the amount and type of equipment and personnel needed and shall specify the location to which the equipment and personnel are to be dispatched. Personnel and equipment belonging to the City of Grand Forks shall be released by the Requesting Agency when the personnel and equipment are no longer required or when the City of Grand Forks requires such personnel and equipment for its own uses.
2. When providing assistance to the Requesting Agency, any police officer from the City of Grand Forks rendering such assistance shall have the same powers and authority as conferred by law on members of the Requesting Agency's law enforcement.
3. The Requesting Agency, upon request from the City of Grand Forks, shall reimburse the City of Grand Forks for actual expenses incurred pursuant to this agreement. The expenses include, but are not limited to, wages, supplies, fuel, vehicle expenses, cost for material used and equipment costs and shall be billed by the City of Grand Forks by invoice payable within 30 days.
4. The services performed and equipment and supplies provided pursuant to the provisions of this agreement shall be deemed to be for public and governmental purposes and all applicable immunities and limitations on damages shall extend to the activities of the parties to this agreement, to the maximum extent provided by law.

CITY OF GRAND FORKS, a NORTH DAKOTA MUNICIPAL CORPORATION

By:  Date: 8-25-16

MORTON COUNTY SHERIFF'S OFFICE

By:  Date: 8-25-16