

AGREEMENT LAW ENFORCEMENT SERVICES

This is an Agreement between the County of Rice (hereinafter referred to as the "County"), and the City of Morristown, MN (hereinafter referred to as the "City"), collective known as the "parties."

WHEREAS, the parties to this Agreement are interested in contracting for the performance by the County of the following described law enforcement functions for and within the political boundaries of the City through the Rice County Sheriff; and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth beginning May 2, 2017; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the County and the City agree as follows:

I. PURPOSE

- A. The purpose of this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

II. SCOPE OF SERVICES

- A. The County agrees, through the Rice County Sheriff's Office, to provide law enforcement services to the City which will include, but not be limited to, the following:
 - 1. Patrol services with random patrolling of residential areas, businesses, parks and other public property areas;

2. Enforcement of Minnesota State Statutes, County Ordinances and those Municipal Ordinances that are related to criminal, traffic and public safety issues and are consistent with state law.
 3. Traffic Enforcement, including the regular use of radar as a speed deterrent;
 4. Community-oriented policing initiatives as well as other business and residential crime prevention programs, as determined by the Sheriff;
 5. Criminal investigative services;
 6. Follow up on reported crimes with persons who reported the crime, including notification by telephone or mail as to the status of the investigation as needed;
 7. Responses to medical, fire and other emergencies as appropriate;
 8. Dispatching and other necessary communication services;
 9. Driver's license inspections, background checks and license enforcement services, as called for under applicable state law and municipal ordinances;
 10. Special event traffic patrol and patrol services for community festivals or other special events;
 11. Vacation and winter residence checks when appropriate; and
 12. Quarterly attendance of the Sheriff or Sheriff's designee at City Council meetings, if requested.
- B. Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Rice under state statutes.
- C. The manner and standards of performance, the discipline of deputies and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the County. The patrol hours shall be scheduled under the direction of the Sheriff of Rice County. The Sheriff shall consider requests/recommendations of the City in scheduling these patrol hours.
- D. The County's contractual obligations under this Agreement do not lessen the County's obligation to provide patrol and police protection services to the City. The County's contractual obligations under this Agreement shall also recognize the underlying historical obligations that Rice County has to provide police protection to the City.

- E. In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available). Notwithstanding the foregoing, the County shall consider requests/recommendations of the City, but is not obligated to adopt such requests or recommendations.
- F. Services shall be provided by the assignment of 1.50 F.T.E. deputies to service the City at 60 law enforcement hours per week (2080 hours per F.T.E.). Patrol time shall be scheduled 7 days/week. With the exception of Paragraph G within this section, a law enforcement hour shall be defined to be an hour when a deputy is actually patrolling within the City and providing law enforcement service for the City. In addition to the patrol hours provided by the County herein, the County shall make its deputies available for court appearances at no additional cost to the City.
- G. The parties acknowledge there may be occasions where the assigned deputy must respond to an immediate and emergency call for assistance from outside the jurisdiction of the City. In such an instance, it will be the judgment of the deputy whether to respond to provide emergency assistance. Nothing shall limit a deputy's judgment regarding a decision to respond. In the event a Mutual Aid event exceeds 2 hours, the Sheriff shall schedule compensatory patrol time for the City. The fact that the County may have to pay overtime during the compensatory patrol time is not a valid reason not to provide the patrols described above.
- H. In the event the deputy assigned to the City is unavailable due to sickness or other reason, the Sheriff shall use best efforts to notify the City Clerk. The parties contemplate this situation to be rare. In that event, the Sheriff shall schedule an alternative deputy for the City. The fact that the County may have to pay overtime to cover for the unavailable assigned deputy is not a valid reason not to provide such law enforcement protection.
- I. If the City requests and the County furnishes additional law enforcement services, such additional time shall be paid by the City at the hourly rate of \$46.50 in the first year of the contract and \$47.90 in the second year of the contract as agreed upon, for furnishing such services (excluding Dam Days festivities).
- J. To facilitate the County's performance pursuant to this Agreement, the City agrees that the County shall have full cooperation and assistance from the

City, its officers, agents and employees. The City shall designate a liaison to the Rice County Sheriff's Office to facilitate communication.

- K. The County shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, transcription services and supplies necessary to provide services pursuant to this Agreement, except as specifically set forth in this agreement.
- L. All deputy sheriffs, clerks and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County for all purposes.

III. SPECIAL EVENT OR ADDITIONAL SERVICES.

- A. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office. The County will invoice the City for these additional services pursuant to Minnesota Statute, Section 471.425, prompt payment of local government bills, Subdivision 2(a) for municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

IV. MUTUAL INDEMNIFICATION

- A. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.
- B. It is further understood that Minnesota 471.59, subd. 1a applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, subd. 1a(a); provided further

that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

- C. Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

V. LIABILITY

- A. It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04. To the full extent permitted by law, actions by parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all set forth in Minnesota Statutes, Section 471.59, Subdivision 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- B. For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing.

VI. INSURANCE.

- A. Rice County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation and public officials' liability insurance in amounts deemed appropriate by Rice County.

VII. TERM OF AGREEMENT/TERMINATION

- A. This Agreement shall become effective and commence May 2, 2017 and shall be in effect through April 30, 2019. Renewal of this Agreement shall be as provided in Section VIII.
- B. Either party may terminate this Agreement by notifying the County or City in writing of their intent to terminate the agreement by giving notice. This notice shall be effective six (6) months following notice being given unless the parties mutually agree in writing to a different time period.
- C. Notice to the County shall be given to the County Board and the Rice County Sheriff in person or by certified mail and Notice to the City shall be given to the City's City Clerk or Administrator in person or by certified mail.
- D. Notwithstanding any other provision this contract may be terminated:
 - a. In the event that the City is in default for non-payment and fails to cure the default after 15 days written notice; or
 - b. A party has been given written notice of a material breach of the terms of this agreement and has failed to cure within 90 days.

Nothing contained herein shall limit a party's rights at law or in equity to enforce the terms of this Contract, including the right to seek specific performance.

VIII. PAYMENT

- A. The City agrees to pay the County pursuant to Exhibit A of this agreement and such subsequent payment Agreements as shall be agreed to by the parties in writing.
- B. Payments shall be made on a quarterly basis commencing on May 1, 2017, and continuing on each and every 1st day of January, April, July, and October through April 30, 2019. The County shall provide the City with a written proposal for the cost of a subsequent two, three, four or five year term no later than January 31, 2019.

- C. No later than March 1, 2019, the City shall notify the County in writing of its intention to accept proposed costs for the next two to five year period. If the City does not accept the proposed costs, or the parties do not agree in writing to a different amount no later than April 1, 2019 then the contract shall automatically expire April 30, 2019.
- D. In the event a new term is not negotiated as of April 1, 2019, the County shall take action to notify any affected deputies of their impending layoff related to the termination of the contract to minimize the likelihood of unemployment compensation liability and to notify former officers of the City of their reemployment rights with the City pursuant to Article V in the event that the City intends to reinstate its Police Department.

IX. FINES AND FORFEITURES

- A. It is understood that prosecutions for violations of state statutes or County Ordinances, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules and judicial orders.
- B. Funds received as a result of any fines for violation of City ordinances or statutory violations within the City limits for the preceding calendar year shall be remitted to the City by Court Administration.
- C. The County and City shall receive or retain funds and property received as the result of any forfeitures, penalty assessments or costs of prosecution pursuant to state statutes.

X. EQUIPMENT AND VEHICLES

- A. The City shall be credited \$20,000.00 in the first year of the contract for the squad car and communications equipment in use by their police department. The city squad car shall be transferred over to Rice County at the time of the agreement at which time the County will take over ownership of said city squad car. The County will furnish all equipment required to fulfill law enforcement obligations under this contract at no cost to the City.
- B. Vehicles:
 - 1. The County shall furnish and equip squad vehicles used to fulfill law enforcement obligations under this contract at no cost to the City.
 - 2. The County shall insure the vehicles and installed equipment at its expense, with comprehensive, collision and liability insurance to the same extent and with the same deductibles as apply to the County's

other fleet of law enforcement vehicles. The County shall be responsible for all repairs and maintenance of the vehicles at no cost to the City.

XI. PROSECUTION COSTS

- A. Upon execution of this agreement, and so long as the agreement remains in effect, the Attorney designated by the City will prosecute all criminal code violations that occur within the City and fall under city prosecution authority (petty misdemeanor, misdemeanor and select gross misdemeanor cases) as set forth by Minnesota law. Costs incurred by City Attorney prosecutions shall be the responsibility of the City, which are expenditures above and beyond this agreement and are paid directly to the City Attorney.

XII. GENERAL PROVISIONS

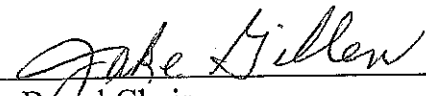
- A. The County shall be responsible for all law enforcement costs, including office supplies and equipment. The City agrees to provide office space and office furnishings and shall furnish utilities including heat, electricity, telephone service and internet services within that office space.
- B. The Rice County Sheriff's Office shall submit to the City monthly activity reports detailing the activities of the Sheriff's Office within the City. Said reports shall contain, at a minimum, the number of calls answered within the City, the number of citations issued and the number and type of arrests made, and a summary of the days and times that a deputy actually provided patrol services within the City according to the requirements of this Agreement. On an annual basis, the Sheriff's office will provide the City with a copy of the Uniform Crime Report applicable to the City. Notwithstanding the provisions of this section, no information will be provided which would violate the Minnesota Government Data Practices Act. In order to maintain a direct channel of communication between the County and the City, the Sheriff or one of his deputies appointed by him shall attend any city council meeting when requested by the mayor. The Sheriff may also request to appear before the city council.
- C. The City may contract with the County for additional law enforcement services above and beyond those provided in this Agreement.
- D. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and the City and attached to the original of this Agreement.

- E. This agreement shall be interpreted under the laws of the State of Minnesota.
- F. If any term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, such provision shall be null and void, but shall not serve to invalidate the Agreement as a whole. The remaining provisions of the Agreement shall remain in full force and effect.
- G. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this supersedes all oral agreements and negotiations between the parties relating to the subject matter.
- H. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

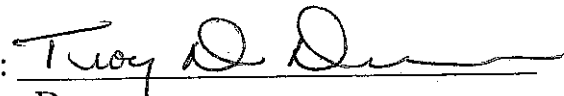
IN WITNESS WHEREOF, the parties have hereunto set their hand on the dates below written.

COUNTY OF RICE, MINNESOTA


Dated: 4-28-17

By: 
County Board Chair

Dated: 4/27/17

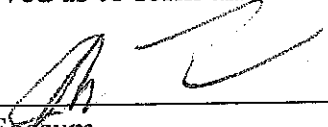
By: 
Troy Dunn
Rice County Sheriff

Dated: 4/27/17

Attest: 
Sara Folsted
County Administrator

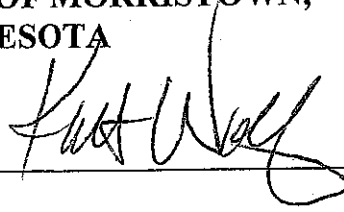
Approved as to form and execution:

Dated: 4/27/17

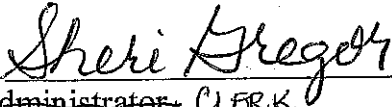

By: 
John Fossum
Rice County Attorney

**CITY OF MORRISTOWN,
MINNESOTA**

Dated: 5/1/2017

By: 
Mayor

Dated: 5/1/2017

Attest: 
City Administrator - CLERK


Approved as to form and execution:

Dated: 5/1/2017

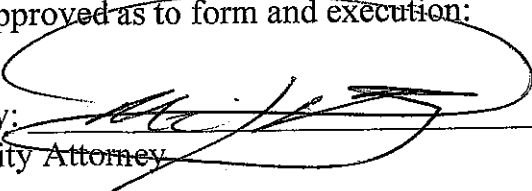
By: 
City Attorney

EXHIBIT A

2017 - 2019

COMPENSATION

	05/2017 \$46.50/hour	05/2018 \$47.90/hour	05/2019 \$49.34/hour
May 1	\$31,263.50	\$37,351.50	\$38,472.00
August 1	\$31,263.50	\$37,351.50	\$38,472.00
November 1	\$31,263.50	\$37,351.50	\$38,472.00
February 1	\$31,263.50	\$37,351.50	\$38,472.00
TOTAL	\$125,054.00	\$149,406.00	\$153,888.00