CHISAGO COUNTY SHERIFF'S OFFICE

BRANDON THYEN, SHERIFF
15230 Per Road
Center City, MN 55012-9663
Non-Emergency 651-257-4100
Fax: 651-213-6330

RECEIVED
JUL 20 2020
CITY OF STACY

Administration
651-213-6300

Investigation
651-213-6319

Patrol
651-257-4100

Civil Process
651-213-6307

Records
651-213-6305

Jail
651-257-2931

July 16, 2020

Mayor Mark Utecht
City of Stacy
30955 Forest Blvd
Stacy, MN 55079

Mayor Utecht,

Attached you will find the new "Agreement to Provide Law Enforcement Services" for 2021. This agreement was produced based on the same hours set in 2020. The only changes are the contract rate and the term dates of the contract.

If you have any questions or concerns with the new contract, please let me know. Please keep me advised when the City Council plans to discuss this agreement and I can attend to answer any questions they may have.

Thank you and the City of Stacy in entrusting the Chisago County Sheriff's Office in providing law enforcement services.

Sincerely,

Brandon Thyen

Sheriff Brandon Thyen
Chisago County Sheriff's Office
15230 Per Road
Center City, MN 55012
651-213-6301

AGREEMENT TO PROVIDE
LAW ENFORCEMENT SERVICES

This is an Agreement between the **County of Chisago** (hereinafter referred to as the "COUNTY"), and **City of Stacy** (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period January 1, 2021 through December 31, 2021.

WITNESSETH:

WHEREAS, the COUNTY, through the Chisago County Sheriff (hereinafter referred to as the "SHERIFF") has contracted to provide law enforcement services to the cities of Center City, Harris, Rush City, Shafer, Stacy and Taylors Falls (hereinafter referred to as the "MUNICIPALITIES"), and it would be advantageous to the MUNICIPALITY to contract with the COUNTY for law enforcement services; and;

WHEREAS, the parties to this Agreement are desirous of contracting for the performance by the COUNTY of the hereinafter described law enforcement functions for and within the political boundaries of the MUNICIPALITY through the Chisago County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are provided for and authorized by Minnesota Statute Section 436.05.

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

I. SCOPE OF SERVICES

1.1 The COUNTY agrees, through the Chisago County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:

A. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;

B. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY.

C. Traffic Enforcement including the use of speed detection devices and speed deterrent strategies;

D. Criminal investigative and crime lab services as governed by the Minnesota Bureau of Criminal Apprehension Policy;

E. Jail detention;

F. Responses to medical, fire, and other emergencies;

G. Dispatching and other necessary communication services;

H. Attendance at City Council meetings as requested by the MUNICIPALITY.

1.2 ALL services under this Agreement shall be provided, and compensated, for as described in Exhibit

A, which is attached hereto and made a part of this Agreement.

1.3 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 Chisago under state statutes.

1.4 The manner and standards of performance, the discipline of officers, 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. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section V. herein.

1.5 In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that it is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make a reasonable effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.

1.6 The COUNTY'S contractual obligations under this Agreement do not lessen the COUNTY'S obligation to provide patrol and police protection services to area lakes, Chisago County open space areas, and park areas owned or operated by Chisago County and all other areas under COUNTY jurisdiction located within the political boundaries of the MUNICIPALITY.

1.7 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees.

1.8 The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement unless otherwise agreed and described in Exhibit A.

1.9 All deputy sheriffs, clerks, dispatchers, and all other COUNTY personnel performing duties pursuant to this Agreement shall be considered employees of the County for all purposes of performance, discipline and assumption of liability. However, as for the enforcement and charging of misdemeanor offenses, the deputy assigned to the Municipality shall be deemed to exercising the police powers of a city police officer for the purposes of Chapter 392, Minnesota Session Law 1975.

1.10 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY as is currently provided by law. Likewise, collection and distribution of fine monies shall be controlled in the manner provided by law. It is understood that prosecutions for violations or ordinance or state statues, together with disposition of all fines collected thereto, shall be in accordance with state statutes, state rules and judicial orders.

II. ASSUMPTION OF LIABILITIES/INSURANCE

2.1 Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.

2.2 Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to

any COUNTY employee for injury or sickness arising out of assignment under this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.

2.3 The MUNICIPALITY agrees to hold harmless, indemnify and defend the COUNTY, its officers and employees from the intentional and negligent acts and omissions of the MUNICIPALITY, its officers, employees, agents or assigns; and shall hold harmless, indemnify and defend the COUNTY for injury or harm to any COUNTY officers or employee sustained due to conditions of MUNICIPALITY-controlled properties

2.4 The COUNTY agrees to hold harmless, indemnify and defend the MUNICIPALITY, its officers and employees from the intentional and negligent acts and omissions of the COUNTY.

2.5 The MUNICIPALITY shall hold harmless, indemnify, and defend the COUNTY, its officers and employees against any challenge to the validity of the City's ordinances.

2.6 The COUNTY agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by the COUNTY.

III. TERM OF AGREEMENT/TERMINATION

3.1 This agreement shall commence January 1, 2021 and shall be in effect through December 31, 2021 ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one year periods (each, a "Renewal Term"). Either party may terminate this Agreement effective at the end of the Initial Term or at the end of any Renewal Term by giving written notice to the other party at least one hundred and eighty (180) days prior to the end of said term.

3.2 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

IV. PAYMENT

4.1 The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement, defined as the hourly rate multiplied by the hours of service as set forth on attached Exhibit A.

4.2 The COUNTY shall bill the MUNICIPALITY on a quarterly basis commencing for services to the MUNICIPALITY as set forth in Exhibit A. The MUNICIPALITY shall pay the COUNTY within 30 days of receipt of the billing statement.

4.3 The COUNTY shall have the right to increase the hourly rate as set forth on the attached Exhibit A in advance of each Renewal Term, as set forth herein.

4.3.1 The amount of the hourly rate for each Renewal Term shall be given in writing by the COUNTY to the MUNICIPALITY no later than June 1 of the year prior to its implementation.

4.3.2 The MUNICIPALITY shall indicate in writing its acceptance or rejection of the Renewal Term hourly rate in writing prior to June 30 of the Renewal Term-year prior to its implementation. If the MUNICIPALITY rejects or fails to accept in writing the Renewal Term hourly rate, this Agreement shall terminate on December 31 of the year in which the rejection occurred, unless the timelines are waived or an extension is agreed upon by the parties.

V. GENERAL PROVISIONS

5.1 It is understood that prosecutions for violations of ordinances or state statutes, together with, disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.

5.2 The COUNTY and MUNICIPALITY are committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.

5.3 The Chisago County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided which would violate the State Data Practices Act or impede an active investigation.

5.4 The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement. Additional agreed-upon services shall be reduced to writing and duly executed by the authorized parties to this Agreement.

5.5 If either party fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a thirty (30) day written notice of the default. Said notice shall be in writing and hand-delivered to the other party.

5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the MUNICIPALITY with reasonable notice to the SHERIFF.

5.7 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 MUNICIPALITY and attached to the original of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the _____ day of _____, 20__, and the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the _____ day of _____, 20__.

COUNTY OF CHISAGO

By: _____
Chair, Board of County Commissioners

By: _____
Clerk, Board of County Commissioners

City of Stacy

By: _____
Mayor

By: _____
Clerk

APPROVAL RECOMMENDED:

Brandon Thyen 7/14/2020
Brandon Thyen
Sheriff of Chisago County

APPROVED AS TO FORM:

Janet Reitz
County Attorney Date 7/8/2020

EXHIBIT A TO
AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES
BETWEEN CHISAGO COUNTY AND
THE CITY OF STACY

A. HOURS

COUNTY agrees to provide law enforcement protection for the term of this agreement as follows:

1.1 An average of 20 hours per week each year this agreement is in effect.

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate COUNTY at the rate of $61.24 per hour for the services provided pursuant to this Agreement.