

**AGREEMENT FOR CONTRACT
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

INTRODUCTION

This is an Agreement between the County of Ramsey (“County”), through the Office of the Ramsey County Sheriff (“Sheriff’s Office”), and the City of Shoreview (“Municipality”), collectively referred to as “the Parties” or individually as “Party,” to provide contract law enforcement and public safety services pursuant to the terms and conditions set forth in this Agreement and as authorized by Minnesota State Statutes.

RECITALS

WHEREAS, the County, through the Sheriff’s Office, has a statutory obligation to provide certain law enforcement and public safety services; and;

WHEREAS, cities, towns, and townships (“municipalities”) have a statutory obligation to provide police services; and,

WHEREAS, Minnesota State Statute authorizes contracts for police services between municipalities and sheriff’s offices, with the approval of each respective governing body; and,

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes Sections 471.59 and 436.05, and Laws 1959, Chapter 372; and,

WHEREAS, contracting for law enforcement and public safety services offers many advantages to the community, the County, and the Municipality, including but not limited to cost savings by sharing personnel and resources, such as supervision and administrative costs, facilities, vehicles, equipment, and training as well as enhanced emergency responses and services; and,

WHEREAS, in Ramsey County, for over 60 years, the Sheriff’s Office has provided contract law enforcement and public safety services to municipalities in the County; and,

WHEREAS, the Sheriff’s Office has previously contracted to provide law enforcement and public safety services to the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (collectively referred to as the “Contract Communities”), as well as the city of Falcon Heights; and,

WHEREAS, the Municipality has determined it is in its best interests to contract with the Sheriff’s Office for law enforcement and public safety services for the effective, efficient, and economical delivery of community policing and critical services; and,

WHEREAS, the County, the Sheriff’s Office, and the Municipality are agreeable to contracting for such services under the terms and conditions hereinafter set forth.

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AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. GENERAL PURPOSE

- 1.1 The purpose of this Agreement is to authorize the joint exercise of powers, pursuant to Minnesota Statutes, between the County, through Sheriff's Office, and the Municipality for the provision of contract law enforcement and public safety services, under the terms and conditions set forth below.
- 1.2 The Parties shall cooperate and use their best efforts to ensure that the provisions of this Agreement are fulfilled, and to undertake resolution of disputes, if any, in good faith and in a timely manner.

2. TERM OF AGREEMENT

- 2.1 The term of this Agreement shall commence on January 1, 2025, and shall continue through December 31, 2029 ("Term").
- 2.2 This Agreement does not automatically renew and there are no options for renewal.

3. SCOPE OF SERVICES

- 3.1 The Sheriff's Office agrees to provide law enforcement and public safety services to the Municipality which will include, but not be limited to, the following:
 - 3.1.1 Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas.
 - 3.1.2 Enforcement of state statutes and County and municipal ordinances.
 - 3.1.3 Traffic enforcement including the regular use of radar or laser as a speed deterrent.
 - 3.1.4 Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs.
 - 3.1.5 Criminal investigative and crime scene processing services.
 - 3.1.6 Follow-up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation.

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- 3.1.7 Responses to medical, fire, and other emergencies.
- 3.1.8 Coordination of volunteer programs, such as the Community Affairs Officer, Night to Unite, and Reserve Programs.
- 3.1.9 Driver's license inspections, background checks, and license enforcement services as called for under applicable state law and ordinances of the Municipality.
- 3.1.10 Special event traffic patrol and patrol services for community festivals or other special events.
- 3.1.11 Attendance at public safety or city council meetings as requested by the Municipality.
- 3.1.12 Animal control services.
- 3.1.13 Administrative and support services necessary to the provision of the law enforcement and public safety services listed herein, including but not limited to budget, accounting, and finance services; payroll support and personnel management; procurement and contract management; grant management; information technology and support; fleet management; training and staff development; recruitment; internal affairs; and other related services.
- 3.2 The County, through its various departments, agrees to support the delivery of law enforcement and public safety services, under the terms and conditions set forth in this Agreement.
- 3.3 The manner and standards of performance, the discipline of employees, 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 Sheriff's Office.
- 3.4 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 Sheriff's Office agrees to meet with the City Manager/Administrator to discuss the dispute and proposed resolution(s). The Sheriff's Office has the sole and exclusive authority to determine how to resolve such a dispute between the Parties hereto, subject however, to the provisions of this Agreement.
- 3.5 In the event the Municipality, through its elected body or authorized agent, notifies the Sheriff's Office that the Municipality is dissatisfied with the

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assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the Sheriff's Office shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Sheriff's Office to provide services to other areas of Ramsey County in a timely and efficient manner.

- 3.6 Services by the Sheriff's Office shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the Sheriff's Office approved budget.
- 3.7 The County and the Sheriff's Office shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement.
- 3.8 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 and/or the Sheriff's Office for all purposes.
- 3.9 The name of each Municipality shall be affixed to all vehicles and other major pieces of equipment used primarily within the Municipality.

4. DEFENSE AND INDEMNIFICATION

- 4.1 The County, its officers and employees, shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the Municipality or of any other officer, agent, or employee thereof, and the Municipality shall hold the County and its officers and employees harmless from, and shall defend and indemnify the County and its officers and employees against any claim for damages and/or injuries arising out of the Municipality's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.2 The Municipality and its employees shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the County or of any other officer, agent, or employee thereof, and the County shall hold the Municipality and its employees harmless from, and shall defend and indemnify the Municipality and its employees against any claim for damages and/or injuries arising out of the County's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.3 By entering this Agreement, no Party is waiving its statutory limits or exceptions on liability, immunities or defenses, under statute (including but not limited to Chapter 466 of the Minnesota Statutes) or common law.

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4.4 Except as herein otherwise specified, the Municipality shall not be liable for compensation or indemnity to any County or Sheriff's Office employee for injury or sickness arising out of the County's performance of services pursuant to this Agreement, and the County hereby agrees to defend, indemnify, and hold harmless the Municipality against any such claim.

5. INSURANCE

5.1 During the term of this Agreement, the County agrees to maintain the following insurance policies/coverage, in amounts deemed appropriate by the County: automobile, workers' compensation, and general liability.

5.2 The County shall name the Municipality as an additional insured on all policies, except for the worker' compensation policy, related to this Agreement.

5.3 The County may elect to self-insure all or any portion of these risks.

5.4 When calculating insurance premium rates, the County shall provide to the Contract Communities the methodology for the cost calculations.

6. COST AND PAYMENT

6.1 For the services provided directly by the Sheriff's Office, the Municipality agrees to pay the Sheriff's Office the actual cost of providing services under this Agreement. Actual cost shall mean the Municipality's share of the Sheriff's Office total cost of providing services as described in this Agreement for the current contract year. Actual costs include, but are not limited to, personnel services; services and charges, including administrative overhead; supplies and equipment; and capital.

6.2 For the County services provided by County departments other than Enterprise Risk Management and the Sheriff's Office, the Municipality agrees to pay the County, as a part of this Agreement, a share of internal service fees based on a cost allocation determined by the Contract Communities, for the current contract year. Internal service fees are charges to the Sheriff's Office by County departments. Internal service fees include but may not be limited to rent; information services; workers compensation; mobile and handheld radio communication services; fleet services; and, county manager fees, which include central services, such as finance, human resources, and other indirect costs.

6.3 For the County services provided by Enterprise Risk Management, the Municipality agrees to pay the County for insurance obligations undertaken by the County pursuant to this Agreement. This includes but is not limited to automobile

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and general liability insurance costs, or the cost of a self-insurance program. Enterprise Risk Management will provide premium rate costs by March of every year for the following year.

- 6.4 The Sheriff's Office will prepare and present an annual budget estimate to the Contract Communities managers/administrators. The annual budget estimate shall be presented and provided in June of each year for the following year. The Parties agree that said budget estimate shall in no way prevent the County from charging its actual costs per this Agreement.
- 6.5 The Sheriff's Office will prepare and present an annual reconciliation to the Contract Communities managers/administrators. The annual reconciliation shall be presented and provided no later than April of each year for the preceding year. If, after reconciliation, (a) the amount of actual costs exceeds the Municipality's payment to the County for the year, the Municipality will be invoiced for and shall pay to the County the difference or (b) the Municipality's payment to the County for the year exceeds actual costs, the Municipality will be issued a refund for the difference.
- 6.6 As part of the budget and reconciliation preparation and presentation process, the County and the Sheriff's Office will provide to the Contract Communities an itemized accounting as detailed as reasonably possible regarding costs, calculations, fees, rates, methodologies, and other relevant information.
- 6.7 The Sheriff's Office will prepare and provide to each Municipality monthly invoices. The invoices will display the cost of Sheriff's Office services, County internal service fees, and insurance obligations pursuant to this Agreement.
- 6.8 The Municipalities are responsible for determining cost allocations.
- 6.9 The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all municipalities within the county as part of the County or Sheriff's Office obligations to provide services.
- 6.10 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 or Sheriff's Office personnel performing services pursuant to this Agreement for said Municipality, and the County and Sheriff's Office hereby assumes said liabilities.

7. TERMINATION OF AGREEMENT

- 7.1 The Municipality or the Sheriff's Office may terminate this Agreement at the end

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of a calendar year by notifying the other Party to this Agreement and the County and the other Contract Communities in writing of its intent to terminate the Agreement at least twelve (12) calendar months prior to the end of the calendar year.

- 7.2 Notice to the County and the Sheriff's Office shall be given to the County Manager and the Sheriff. Notice to the Municipality shall be given to the Municipality's City Manager/Administrator/Clerk. Notice to the other Contract Communities will be given to its City Manager/City Administrator/Clerk or in accordance with the notice provisions of the contracts between the Sheriff's Office and the other Contract Communities.
- 7.3 In the event the Municipality or the Sheriff's Office have provided notice of the intent to terminate this Agreement, and the Municipality has not yet secured an alternative law enforcement and public safety services provider, by mutual agreement the Municipality and the Sheriff's Office may elect to continue services on an overtime basis not to exceed one additional year.

8. GENERAL PROVISIONS

- 8.1 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 federal and state statutes, rules, and judicial orders.
- 8.2 The Sheriff's Office shall provide to the Municipality an annual report and quarterly activity reports detailing the activities performed under this Agreement. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued.
- 8.3 No information shall be shared, disseminated, or otherwise provided which would violate the Minnesota Government Data Practices Act, Minn. Stat. § 13, or other federal and state laws, rules, or judicial orders.
- 8.4 The Municipality may contract with the Sheriff's Office for additional law enforcement and public safety services above and beyond what is provided in this Agreement.
- 8.5 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 Sheriff's Office and the Municipality and attached to the original of this Agreement.

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APPROVAL

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, has caused this Agreement to be signed by the Mayor and the City Manager, and the seal of the Municipality to be affixed hereto on the date below and the County, by resolution of its Board of County Commissioners, and signature of its Sheriff, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the date below.

COUNTY OF RAMSEY


Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Date: _____

Jason Yang, Interim Chief Clerk
Ramsey County Board of Commissioners


Date: _____

CITY OF SHOREVIEW



Sue Denkinger
Mayor

Date: 11/7/2024



Brad Martens
City Manager

Date: 11-6-2024


OFFICE OF THE SHERIFF



Bob Fletcher
Ramsey County Sheriff

Date: 11/20/2024

Approved as to form:



Bradley Cousins
Assistant Ramsey County Attorney

Date: 11/21/24

Approved as to form:

Date: _____

Revised: 10/29/2024