Stearns County Sheriff's Office

John Sanner, Sheriff • Bruce Bechtold, Chief Deputy

LAW ENFORCEMENT CENTER
807 Courthouse Square
P.O. Box 217
St. Cloud, MN 56302-0217

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DATE 10/15 PC
STAFF
P&R
FIRE

SEP 30 2014

September 29, 2014

Rena Weber, City Administrator/Clerk
City of Rockville
209 Broadway Street East
P.O. Box 93
Rockville, MN 56369

RE: Renewal Contract for Police Services for 2015

Dear Rena:

Enclosed please find the contract for police services for 2015. If this meets with your approval please sign and return to me at your earliest convenience.

If you have any questions please feel free to contact me.

Sincerely,

Sheriff John L. Sanner
Stearns County Sheriff's Office

Enclosure
JLS/bjm

Contract for Police Services

This Agreement, made and entered into this 1st day of January, 2015, by and between the County of Stearns, hereinafter referred to as the "County" and the City of Rockville hereinafter referred to as the "Municipality", and, Stearns County Sheriff, hereinafter referred to as the "Sheriff".

Witnesseth;

Whereas, the Municipality desires to enter into a contract with the County and the Sheriff whereby the County, through its Sheriff's Department, would provide law enforcement services within the boundaries of the Municipality; and

Whereas, the County and the Sheriff agree to render such services upon the terms and conditions hereinafter set forth; and

Whereas, such contracts are authorized by the provisions of Minnesota Statutes § 471.59, and § 436.05.

Now, therefore, in consideration of the mutual covenants herein contained, it is agreed between the parties as follows:

1) The County agrees, through the office of the Sheriff of the County, to provide police protection within the corporate limits of the Municipality to the extent and in the manner hereinafter set forth.

Except as otherwise specifically provided herein, the service to be provided by the County shall encompass those duties and functions which are the type normally coming within the jurisdiction of the customarily rendered by the Sheriff under the applicable statutes of the State of Minnesota.

It is agreed that the Municipality shall receive police protection to be provided by such personnel as may be assigned by the sheriff using such vehicles as the Sheriff, in his discretion, shall deem necessary. The police protection contemplated hereby shall include patrolling and answering police calls within the Municipality. The manner in which such service is rendered, the standards of performance, discipline of officers and the matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the County through its Sheriff's Department. In the event a dispute arises between the parties concerning the services to be rendered hereunder, the level thereof or the manner in which such service is provided, the Sheriff of the County shall determine such dispute and it shall be conclusive and binding on the parties hereto.

The service contemplated hereby are scheduled police services which will, in fact, be provided to the Municipality for the number of contracted hours reasonably anticipated and required. It shall not include situations in which, in the opinion of the Sheriff, a police emergency occurs which requires a different use of the officer and/or the patrol vehicle or the performance of special details relating to the law enforcement service. It shall not include the enforcement of Municipal ordinances with regard to zoning ordinances, building codes or such other matters, which are primarily regulatory in nature.

2) It is hereby agreed that the Municipality and all of its officers, agents and employees shall render full cooperation and assistance to the County and the Sheriff to facilitate the provision of the services contemplated hereby.

3) It is agreed that the County shall provide all necessary labor, supervision, equipment, communications facilities, dispatching and necessary supplies to maintain and provide the police service to be rendered hereunder.

4) The Municipality does not assume any liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the services contemplated hereby, nor does it assume any other liability other than that provided for in this agreement.

It is agreed that all personnel employed to render the services contemplated hereby shall be employees of the County and that the County shall therefore be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their contract with the County entered into through its collective bargaining unit.

The County agrees that all insurance required to adequately cover vehicles, personnel and equipment used by the County in the provision of the services contemplated herein will be provided by the County at its own expense.

5) The term of this contract shall be January 1, 2015 to December 31, 2015. On or before September 1, 2015, the County or the Sheriff shall notify the Municipality of the best estimate of the per hour rate effective for the proposed 2016 contracts.

6) Renewal

The Municipality shall then determine whether or not it desires to re-enter into a contract for police services for the following year. In either case, the Municipality shall notify the County of its intention not later than October 1, 2015. Said notice shall be in writing and shall be received by the Sheriff or his designee at the Stearns County Sheriff's Department, 807 Courthouse Square, PO Box 217, St. Cloud, MN 56302. Said notice must be received by the Sheriff or his designee by October 1, 2015. In the event the Municipality shall fail to give notice as required hereby, the County and the Sheriff shall conclusively presume that said Municipality desires to extend the agreement at the estimated hourly rate specified in the notice given by the County, and the contract shall automatically renew at the same terms and conditions, annually for a period of 12 months.

7) Termination for Convenience

Either party may terminate this contract, with or without cause, at anytime, with 60 days prior written notice.

8) The County, its officers and employees and the Sheriff shall not be deemed to assume liability for any intentional of negligent acts of the Municipality. The Municipality agrees that it will hold the County and the Sheriff harmless from and shall defend its officers, agents and employees against any claim for damages resulting from such acts.

9) For performing the services contemplated hereby, the Municipality agrees to contract for an average of 38 hours per month, subject to seasonal adjustments, and to pay the actual cost thereof. The estimated hourly rate for 2015 is to be $45.00, for an estimated total yearly payment of $20,520.00 for the year 2015, and to be paid quarterly or billed for actual hours worked at which time the time the Municipality shall receive credit for its share of any benefit to which it may become entitled pursuant to Minnesota Statutes § 69.011(as amended). The Municipality can change number of hours, by submitting a change request, with 60 days prior written notice to the County.

10) Indemnification

The County agrees to defend and indemnify the City, and its officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the County's performance or failure to perform its obligations under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the County or anyone for whose acts the County may be liable.

IN WITNESS WHEREOF, The Municipality, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Stearns, by the County Board of Commissioners, has caused this Agreement to be signed by the Chair Person and Clerk of said Board, and by the Stearns County Sheriff, effective on the date and for the duration as above-referenced.

Dated: _____

MUNICIPALITY:

By: _____
Mayor

Attest:

_____

Dated: _____

COUNTY OF STEARNS:

By: _____

Dated: _____

STEARNS COUNTY SHERIFF

By: _____
John L. Sanner