

**AGREEMENT
LAW ENFORCEMENT SERVICES**

County of Le Sueur and City of Kilkenny

This is an Agreement between the County of Le Sueur (hereinafter referred to as the “County”), and the City of Kilkenny, MN (hereinafter referred to as the “City”), collectively 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 boundaries of the City through the Le Sueur County Sheriff; and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth beginning, January 1, 2023 and continuing on in full force and effect unless terminated by a party or a renegotiation of the same; 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 Le Sueur County Sheriff’s Office, to provide law enforcement services to the City which will include, but not be limited to, the following:

- i. Patrol services with patrolling of residential areas, businesses, parks, and other public property areas;
- ii. Enforcement of Minnesota State Statutes, County Ordinances and those Municipal Ordinances that are related to criminal, traffic and public safety issues are consistent with state law;
- iii. Traffic Enforcement;
- iv. Criminal investigative services;
- v. Follow-up on reported crimes with person who reported the crime, including notification by telephone or mail as to the status of the investigation as needed;
- vi. Responses to medical, fire and other emergencies as appropriate;
- vii. Dispatching and other necessary communication services;
- viii. Quarterly attendance of the Sheriff and Sheriffs designee at City County 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 Le Sueur under state statutes.
- C. The manner and standards of performance, the discipline of deputies and other matters incident to the provision or 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 Le Sueur 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 Le Sueur County has to provide police protection in 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. 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 to the City at 15 hours per month at a rate of \$40.00 per hour.
- G. 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 \$50.00 for furnishing such services.
- H. To facilitate the County's performance pursuant to this Agreement, the City agrees that the County shall have full cooperation and assistance from City, agents and employees. The City shall designate a liaison.
- I. 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.
- J. 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 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 the 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 reasonable giving rise to actual or potential liability, claims, cause of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonable 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, 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.
- 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 single governmental unit as specified in Minnesota Statute, Section 3.736 or Section 466.04, subd. 1, or as waived or extended by the joint board or all participating governmental units under Minnesota Statute, Section 3.736, subd. 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. Le Sueur 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 Le Sueur County.

VII. TERMS OF AGREEMENT/TERMINATION

- A. This Agreement shall become effective and commence January 1, 2023.
- B. Either party may terminate this Agreement, with or without cause, by notifying the County or City in writing of their intent to terminate the agreement by giving notice. Any such notification of intent to terminate shall be provided within ninety (90) days of actual termination.
- C. Notice to the County shall be given to the County Board and the Le Sueur 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:
 - i. In the event that the City is in default for non-payment and fails to cure the default after 15 days written notice; or
 - ii. 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.
- E. 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 the previous contract of \$600.00 on a monthly basis.
- B. Payments shall be made on a monthly basis.

IX. FINES

- A. It is understood that prosecutions for violations of Minnesota Statutes or County Ordinances, together with disposition of all fines collected pursuant thereto, shall be in accordance with Minnesota Statutes, State Rules and Judicial Orders.

X. GENERAL PROVISIONS

- A. 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.
- B. This agreement shall be interpreted under the laws of the State of Minnesota.
- C. This agreement will be in accordance with the Labor Agreement between the County of Le Sueur and Union.
- D. 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.
- E. 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.
- F. 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. The Le Sueur County Data Practice Officer would assume control over all data

collected and disseminated that applied to city incidents/events, arrests, or any other data compiled for law enforcement purposes.

IN WITNESS THEREOF, the City has caused this agreement to be executed by its Mayor and by the authority of its governing body on this _____ day of _____.

Signed: _____

Date: _____

Mayor

Signed: _____

Date: _____

City Clerk

IN WITNESS THEREOF, the County of Le Sueur has caused this agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this _____ day of _____, _____

County of Le Sueur

Signed: _____

Date: _____

Chair, Board of Commissioners

Signed: _____

Date: _____

Sheriff

Attest

Signed: _____

Date: _____

County Administrator