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REQUEST FOR COUNCIL ACTION

Meeting Date	November 3, 2021
Agenda Item	Policy D2
Attachment	Documents
Submitted By	Sack Thongvanh, City Administrator

Item	Law Enforcement Services
Description	<p>In 2017, the City entered into a four year agreement with Ramsey County Sheriff’s Office after the police contract was terminated by the City of St. Anthony. In 2020, during a City Council meeting, Sheriff Fletcher voiced his concerns regarding the lack of backup and that he would require the City to pay an additional \$350,000 if the City would like to continue services.</p> <p>Since that additional discussion, the State Fair eliminated their police department and contracted with Ramsey County until the end of 2021. It is unclear regarding the future of this arrangement, but this has satisfied Sheriff Fletcher’s concerns for additional deputies. Under the new arrangement, the deputies patrolling the City and the State Fair will act as each other’s backup. This change has decreased our cost to Ramsey County by \$42,000 for 2022.</p>
Budget Impact	TBD
Attachment(s)	<ul style="list-style-type: none"> • 2018-2021 Law Enforcement Contract • 2022 Law Enforcement Contract
Action(s) Requested	Action will be requested for approval during the November 10 City Council Meeting.

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BOARD OF COMMISSIONERS

RESOLUTION

Presented By: Commissioner McDonough Date: November 21, 2017 No. B2017-303
Attention: Sheriff's Office

WHEREAS, As a leader in public safety through professionalism and partnerships, the Ramsey County Sheriff's Office has historically entered into agreements with municipalities within Ramsey County for the provision of patrol and police protection services; and

WHEREAS, The Sheriff's Office has previously contracted with the Cities of Arden Hills, Gem Lake, Little Canada, North Oaks, Shoreview, Vadnais Heights, and White Bear Township (Contract Communities); and

WHEREAS, The City of Falcon Heights has agreed to the terms and conditions of the Agreement for the purchase of patrol and police protection services in its respective jurisdiction by the Sheriff's Office for a four-year period beginning January 1, 2018 through December 31, 2021; and

WHEREAS, The addition of Falcon Heights into the Contract Communities will require an increase in the personnel complement for Public Safety Services of 6.0 full-time equivalent Sheriff Deputies; and

WHEREAS, The Agreement for patrol and police protection services between the Sheriff's Office and the City of Falcon Heights is a cooperative model that demonstrates how sharing services among municipalities can control overall costs; and

WHEREAS, The Contract Communities thrive on the ability to work closely together to achieve the shared goal of community safety in Ramsey County; Now, Therefore Be It

RESOLVED, The Ramsey County Board of Commissioners approves the Law Enforcement Service Agreement with the City of Falcon Heights, 2077 West Larpentour Avenue, Falcon Heights, Minnesota 55113, for patrol and police protection services within the political limits of the municipality, to the extent and in the manner set forth in the Agreement, for the period beginning January 1, 2018 through December 31, 2021; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners approves an increase in the personnel complement of the Sheriff's Office Public Safety Services Division by 6.0 full-time equivalent Sheriff Deputies; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the Chair and Chief Clerk to execute the Agreement; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

Ramsey County Board of Commissioners

Table with 4 columns: Name, YEA, NAY, OTHER. Rows include Toni Carter, Blake Huffman, Jim McDonough, Mary Jo McGuire, Rafael Ortega, Janice Rettman, and Victoria Reinhardt.

Victoria Reinhardt, Chair

Signature of Janet M. Guthrie, Chief Clerk - County Board

**AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

FINANCE DEPT
17 NOV 22 AM 8:29

This is an Agreement between the County of Ramsey (hereinafter referred to as the "COUNTY"), and the City of Falcon Heights (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period commencing January 1, 2018.

WHEREAS, the COUNTY has a statutory obligation to provide police protection within Ramsey County; and

WHEREAS, the COUNTY has previously contracted to provide law enforcement services to the cities of Arden Hills, Gem Lake, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (hereinafter collectively referred to as the "MUNICIPALITIES"), and

WHEREAS, the MUNICIPALITY has determined that it is in the best interests of the MUNICIPALITY to contract with the COUNTY for law enforcement services, thereby allowing for the allocation of overhead and other administrative costs over a larger population; and

WHEREAS, the parties to this Agreement intend to contract for law enforcement functions within the political boundaries of the MUNICIPALITY through the Ramsey County Sheriff; and

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

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

A. SCOPE OF SERVICES

1. The COUNTY agrees, through the Ramsey 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 regular use of radar or laser as a speed deterrent;
 - d. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
 - e. Criminal investigative and crime scene processing services;
 - f. Follow up on reported crimes with persons who reported the crime including notification by telephone or mail as to the status of the investigation;
 - g. Responses to medical, fire, and other emergencies;
 - h. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;

- i. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and ordinances of the MUNICIPALITY;
 - j. Special event traffic patrol and patrol services for community festivals or other special events; and
 - k. Attendance at Public Safety or City Council meetings as requested by the MUNICIPALITY; and
 - l. Animal control services.
2. 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 A.3. herein.
3. In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that the MUNICIPALITY 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 every 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 Ramsey County in a timely and efficient manner.
4. Services shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the COUNTY'S Approved Budget for these services to the MUNICIPALITIES.
5. 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. The MUNICIPALITY shall designate a liaison to the Ramsey County Sheriff's Office. The liaison shall attend meetings of the Sheriff's Contract Communities Committee and shall represent its respective MUNICIPALITY at the meetings. The purpose of these meetings is to develop short-term and long range plans and to coordinate and analyze police service, to develop budget parameters for distributing costs among the MUNICIPALITIES, and other related public service issues. The Sheriff's Contract Communities Committee shall also review any disputes which arise between the MUNICIPALITIES and/or Sheriff's Office and recommend a resolution.
6. 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.
7. 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.
8. The name of each of the MUNICIPALITIES that contract with the Sheriff's Office for law enforcement services shall be affixed to all squad cars and other major pieces of equipment used primarily within these MUNICIPALITIES.

B. ASSUMPTION OF LIABILITIES/INSURANCE

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 pursuant to this Agreement for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
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 the performance of services pursuant to this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.
3. The MUNICIPALITY, its officers, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or the COUNTY'S employees performing services pursuant to this Agreement, and the COUNTY shall hold the MUNICIPALITY, its officers, and employees harmless from and shall defend and indemnify the MUNICIPALITY, its officers, and employees against any claim for damages arising out of the COUNTY'S performance of services pursuant to this Agreement.
4. The COUNTY, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the MUNICIPALITY or of any other officers, 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 arising out of the MUNICIPALITY'S performance of its obligations pursuant to this Agreement.
5. 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. The COUNTY shall name the MUNICIPALITY as an additional insured on these policies except for the workers' compensation policy. The MUNICIPALITY agrees to pay, as a part of the actual cost as provided in Section 6 below, a pro rata share of the COUNTY'S insurance costs. These costs shall include the costs for any assessments and credits for any dividends by participating in any insurance pools or trusts. The COUNTY may elect to self-insure all or any portion of these risks. If the COUNTY cannot obtain insurance and/or elects to self-insure, the MUNICIPALITY shall pay a pro rata share of the costs of self-insurance, based on each MUNICIPALITY'S share of the approved annual budget. Insurance costs as they relate to insurance coverage shall include premiums and deductibles. Costs of self-insurance shall include reserves, claims and damage payments, and administration costs required to maintain self-insurance.
6. The MUNICIPALITY acknowledges that the COUNTY may, in an effort to provide the best insurance coverage at the most economical cost, become a member of the Minnesota Counties Insurance Trust or some similar organization; and the MUNICIPALITY further acknowledges that membership in such an organization may be for a fixed minimum term and may expose the COUNTY to some type of contingent cost liability, such as debts, obligations and liabilities, in the event that the COUNTY withdraws its membership. The MUNICIPALITY agrees to reimburse the COUNTY for the MUNICIPALITY'S pro rata share of any such contingent cost liability arising during

the term of this Agreement for Law Enforcement Services and assessed against the COUNTY. Upon notification to the COUNTY of any such contingent cost liability, the COUNTY will notify the MUNICIPALITY in a timely manner.

C. TERM OF AGREEMENT/TERMINATION

1. The term of this Agreement shall commence on January 1, 2018, and shall continue through December 31, 2021 ("Term").
2. If either party intends not to renew this Agreement at the end of its Term, the party must notify the other party and other MUNICIPALITIES in writing at least nine (9) calendar months prior to the end of the contract Term. If either party has not approved a successor agreement at the end of the Term, the COUNTY will continue to provide law enforcement services in accordance with this Agreement.
3. Either party may terminate this Agreement at the end of a calendar year and prior to the end of the Term of the Agreement by notifying the other party to this Agreement and the other MUNICIPALITIES in writing of their intent to terminate the Agreement at least nine (9) calendar months prior to the end of the calendar year.
4. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Manager. Notice to the other MUNICIPALITIES will be given in accordance with the notice provisions of the contracts between the COUNTY and the other MUNICIPALITIES.

D. COST AND PAYMENT

1. The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement. Actual cost shall mean the MUNICIPALITY'S pro rata share of the COUNTY'S total cost of providing patrol and police protection services as described in this Agreement to the MUNICIPALITIES with which the COUNTY has agreements for the current contract year, including, but not limited to the following: salaries of employees engaged in performing said services, including vacation and sick leave; mileage; uniforms; public employees retirement contributions; workers' compensation, automobile, general liability and police professional liability insurance costs or the cost of self-insurance; general overhead, including indirect expenses and supplies, radio unit expense, and health and welfare expense. The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all cities within the COUNTY as part of the COUNTY'S obligation to enforce state law. Computation of actual costs hereunder shall be made by the Ramsey County Finance Department based on information provided by the Sheriff.
2. During the term of this Agreement, the COUNTY shall annually submit a Budget Estimate for the following year of services to the MUNICIPALITY no later than August 1 of the current year. Said Budget Estimate will be for the limited purpose of better enabling the MUNICIPALITY to estimate its annual budget and tax levy. It is understood by the parties to this Agreement that said Budget Estimate shall in no way prevent the COUNTY from charging its actual costs.
3. If the MUNICIPALITY does not allocate the necessary funding for its proportionate share of the COUNTY'S Approved Budget to the MUNICIPALITIES for a given year, the MUNICIPALITY and the COUNTY must meet by January 31 of the

budget year in question to review and reach agreement on modifications to service levels provided by the COUNTY that are consistent with the MUNICIPALITY'S budget and that recognize the impact of these service level changes to other MUNICIPALITIES that contract with the COUNTY for these services.

4. Unless the COUNTY and MUNICIPALITY have reached agreement pursuant to the prior paragraph for a change in the MUNICIPALITY'S contribution, the COUNTY shall bill the MUNICIPALITY on a monthly basis in advance in an amount equal to one-twelfth (1/12) of the Budget Estimate for services to the MUNICIPALITY. The MUNICIPALITY shall pay the COUNTY within 45 days of receipt of the monthly statement. At the close of the contract year, the COUNTY will reconcile the current year Budget Estimate and current year actual costs, shall provide a copy of the current year actual cost to the MUNICIPALITY, and shall either give a credit to the MUNICIPALITY or bill the MUNICIPALITY for additional costs in excess of the Budget Estimate.

E. GENERAL PROVISIONS

1. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Administrator. Notice to the other MUNICIPALITIES will be given in accordance with the notice provisions of the contracts between the COUNTY and the other MUNICIPALITIES.
2. 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.
3. The Ramsey County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office under this agreement 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.
4. The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this Agreement.
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 COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by Mayor Peter Lindstrom and City Administrator Sack Thongsvanh, and the seal of the MUNICIPALITY to be affixed hereto on the 1st of November, 2017 and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the 21st day of November.

COUNTY OF RAMSEY

By: Victoria A. Rasmussen
Chair
Board of Ramsey County Commissioners

By: Janet Guthrie
Janet Guthrie, Chief Clerk
Board of Ramsey County Commissioners

CITY OF FALCON HEIGHTS

By: Peter Lindstrom
Peter Lindstrom
Mayor

By: Sack Thongsvanh
Sack Thongsvanh
City Administrator

APPROVAL RECOMMENDED:

By: Jack Srier
Jack Srier
Sheriff of Ramsey County

APPROVED AS TO FORM:

By: Jeff Stephenson
Jeffrey Stephenson
Assistant Ramsey County Attorney

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LAW ENFORCEMENT SERVICES**

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WHEREAS, the COUNTY has a statutory obligation to provide police protection within Ramsey County; and

WHEREAS, the COUNTY has previously contracted to provide law enforcement services to the cities of Arden Hills, Falcon Heights, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (hereinafter collectively referred to as the "MUNICIPALITIES"), and

WHEREAS, the MUNICIPALITY has determined that it is in the best interests of the MUNICIPALITY to continue to contract with the COUNTY for law enforcement services, thereby allowing for the allocation of overhead and other administrative costs over a larger population; and

WHEREAS, the parties to this Agreement intend to contract for law enforcement functions within the political boundaries of the MUNICIPALITY through the Ramsey County Sheriff; and

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

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 - g. Responses to medical, fire, and other emergencies;
 - h. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;

- i. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and ordinances of the MUNICIPALITY;
 - j. Special event traffic patrol and patrol services for community festivals or other special events; and
 - k. Attendance at Public Safety or City Council meetings as requested by the MUNICIPALITY; and
 - l. Animal control services.
2. 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 A.3. herein.
3. In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that the MUNICIPALITY 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 every 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 Ramsey County in a timely and efficient manner.
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3. The MUNICIPALITY, its officers, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or the COUNTY'S employees performing services pursuant to this Agreement, and the COUNTY shall hold the MUNICIPALITY, its officers, and employees harmless from and shall defend and indemnify the MUNICIPALITY, its officers, and employees against any claim for damages arising out of the COUNTY'S performance of services pursuant to this Agreement.
4. The COUNTY, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the MUNICIPALITY or of any other officers, 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 arising out of the MUNICIPALITY'S performance of its obligations pursuant to this Agreement.
5. 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. The COUNTY shall name the MUNICIPALITY as an additional insured on these policies except for the workers' compensation policy. The MUNICIPALITY agrees to pay, as a part of the actual cost as provided in Section 6 below, a pro rata share of the COUNTY'S insurance costs. These costs shall include the costs for any assessments and credits for any dividends by participating in any insurance pools or trusts. The COUNTY may elect to self-insure all or any portion of these risks. If the COUNTY cannot obtain insurance and/or elects to self-insure, the MUNICIPALITY shall pay a pro rata share of the costs of self-insurance, based on each MUNICIPALITY'S share of the approved annual budget. Insurance costs as they relate to insurance coverage shall include premiums and deductibles. Costs of self-insurance shall include reserves, claims and damage payments, and administration costs required to maintain self-insurance.
6. The MUNICIPALITY acknowledges that the COUNTY may, in an effort to provide the best insurance coverage at the most economical cost, become a member of the Minnesota Counties Insurance Trust or some similar organization; and the MUNICIPALITY further acknowledges that membership in such an organization may be for a fixed minimum term and may expose the COUNTY to some type of contingent cost liability, such as debts, obligations and liabilities, in the event that the COUNTY withdraws its membership. The MUNICIPALITY agrees to reimburse the COUNTY for the MUNICIPALITY'S pro rata share of any such contingent cost liability arising during the term of this Agreement for Law Enforcement Services and assessed against the COUNTY. Upon notification to the COUNTY of any such contingent cost liability, the

COUNTY will notify the MUNICIPALITY in a timely manner.

C. TERM OF AGREEMENT/TERMINATION

1. The term of this Agreement shall commence on January 1, 2022, and shall continue through December 31, 2022 ("Term").
2. If either party intends not to renew this Agreement at the end of its Term, the party must notify the other party and other MUNICIPALITIES in writing at least nine (9) calendar months prior to the end of the contract Term. If either party has not approved a successor agreement at the end of the Term, the COUNTY will continue to provide law enforcement services in accordance with this Agreement.
3. Either party may terminate this Agreement at the end of a calendar year and prior to the end of the Term of the Agreement by notifying the other party to this Agreement and the other MUNICIPALITIES in writing of their intent to terminate the Agreement at least nine (9) calendar months prior to the end of the calendar year.
4. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Manager. Notice to the other MUNICIPALITIES will be given in accordance with the notice provisions of the contracts between the COUNTY and the other MUNICIPALITIES.

D. COST AND PAYMENT

1. The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement. Actual cost shall mean the MUNICIPALITY'S pro rata share of the COUNTY'S total cost of providing patrol and police protection services as described in this Agreement to the MUNICIPALITIES with which the COUNTY has agreements for the current contract year, including, but not limited to the following: salaries of employees engaged in performing said services, including vacation and sick leave; mileage; uniforms; public employees retirement contributions; workers' compensation, automobile, general liability and police professional liability insurance costs or the cost of self-insurance; general overhead, including indirect expenses and supplies, radio unit expense, and health and welfare expense. The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all cities within the COUNTY as part of the COUNTY'S obligation to enforce state law. Computation of actual costs hereunder shall be made by the Ramsey County Finance Department based on information provided by the Sheriff.
2. During the term of this Agreement, the COUNTY shall annually submit a Budget Estimate for the following year of services to the MUNICIPALITY no later than August 1 of the current year. Said Budget Estimate will be for the limited purpose of better enabling the MUNICIPALITY to estimate its annual budget and tax levy. It is understood by the parties to this Agreement that said Budget Estimate shall in no way prevent the COUNTY from charging its actual costs.
3. If the MUNICIPALITY does not allocate the necessary funding for its proportionate share of the COUNTY'S Approved Budget to the MUNICIPALITIES for a given year, the MUNICIPALITY and the COUNTY must meet by January 31 of the budget year in question to review and reach agreement on modifications to service levels provided by the COUNTY that are consistent with the MUNICIPALITY'S budget and

that recognize the impact of these service level changes to other MUNICIPALITIES that contract with the COUNTY for these services.

4. Unless the COUNTY and MUNICIPALITY have reached agreement pursuant to the prior paragraph for a change in the MUNICIPALITY'S contribution, the COUNTY shall bill the MUNICIPALITY on a monthly basis in advance in an amount equal to one-twelfth (1/12) of the Budget Estimate for services to the MUNICIPALITY. The MUNICIPALITY shall pay the COUNTY within 45 days of receipt of the monthly statement. At the close of the contract year, the COUNTY will reconcile the current year Budget Estimate and current year actual costs, shall provide a copy of the current year actual cost to the MUNICIPALITY, and shall either give a credit to the MUNICIPALITY or bill the MUNICIPALITY for additional costs in excess of the Budget Estimate.

E. GENERAL PROVISIONS

1. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Manager. Notice to the other MUNICIPALITIES will be given in accordance with the notice provisions of the contracts between the COUNTY and the other MUNICIPALITIES.
2. 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.
3. The Ramsey County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office under this agreement 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.
4. The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this Agreement.
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 COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by Mayor Randy Gustafson and City Administrator Sack Thongvanh, and the seal of the MUNICIPALITY to be affixed hereto on the _____ of _____, 2021 and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the _____ day of _____.

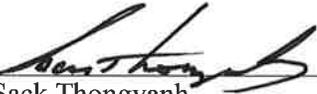
COUNTY OF RAMSEY

CITY OF FALCON HEIGHTS

By: _____
Toni Carter, Chair
Ramsey County Board of Commissioners

By: _____
Randy Gustafson
Mayor

By: _____
Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

By:  _____
Sack Thongvanh
City Administrator

APPROVAL RECOMMENDED:

By: _____
Bob Fletcher
Ramsey County Sheriff

APPROVED AS TO FORM:

By: _____
Kimberly Parker
Assistant Ramsey County Attorney



REQUEST FOR COUNCIL ACTION

Meeting Date	November 3, 2021
Agenda Item	Policy D3
Attachment	Documents
Submitted By	Sack Thongvanh, City Administrator

Item	Service Line Warranty
Description	<p>Program Information: https://www.falconheights.org/residents/service-line-warranty-program</p> <p>Currently, there are 240 customers in Falcon Heights enrolled in 356 policies broken down below:</p> <ul style="list-style-type: none"> • 122 Water Line Coverage (\$4.83/month) • 199 Sewer Line Coverage (\$6.83/month) • 35 Interior Plumbing and Drainage Coverage (\$6.08/month) <p>As of 9/30, there has been 92 claims saving Falcon Height residents almost \$76K during the lifetime of the partnership.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Agreement
Action(s) Requested	No action requested at this time. The data provided are for informational purposes only.

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MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF FALCON HEIGHTS, MINNESOTA, AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

This MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [March 1, 2016] ("Effective Date"), by and between the City of Falcon Heights, Minnesota ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products ("Warranty"); and

WHEREAS, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the term and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. **Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.
3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if

said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring, Fall and Winter campaign each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

4. **Indemnification.** SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

5. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Sack Thongvanh
City of Falcon Heights
2077 W. Larpenteur
Falcon Heights, MN 55113
Phone: (651) 792-7611

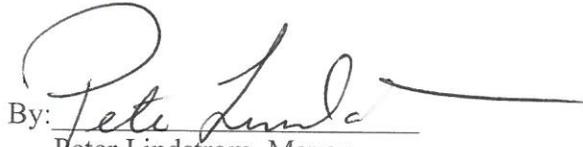
To: SLWA:
ATTN: Vice President, Business Development
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (724) 749-1003

6. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.
7. **Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.
8. **Counterparts/Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.
9. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Minnesota. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.
10. **Liability Insurance.** SLWA agrees to maintain a minimum of One Million and No/100 Dollars (\$1,000,000.00) of coverage under a commercial general liability insurance policy. SLWA agrees that City shall be named as an additional insured under such policy of insurance. Proof of such insurance shall be supplied and affixed hereto as Exhibit "B".
11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibits attached hereto are incorporated by reference and expressly made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

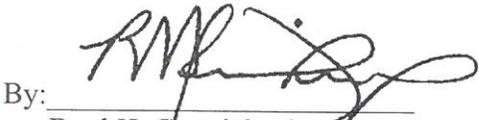
**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF FALCON HEIGHTS AND
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF
AMERICA**

CITY OF FALCON HEIGHTS

By: 
Peter Lindstrom, Mayor

By: 
Sack Thongvanh, City Administrator

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

By: 
Brad H. Carmichael, Vice President

By: 
J. Alan Crittenden, Vice President Secretary

Exhibit A
NLC Service Line Warranty Program
City of Falcon Heights, MN
Term Sheet
February 5, 2016
(Term Sheet valid for 90 days)

- I. Term of agreement
 - a. Initial term
 - i. Three years guaranteed (total of 9 campaigns)
- II. License Provisions
 - a. City logo on letterhead, advertising, billing, and marketing materials
 - b. Signature by City official
- III. Products offered
 - a. External sewer line warranty
 - b. External water line warranty
 - c. In-home plumbing warranty
- IV. Scope of Coverage
 - a. External sewer line warranty
 - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
 - b. External water line warranty
 - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
 - ii. Extended coverage: Scope includes thawing of frozen external water line
 - c. In-home plumbing warranty
 - i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.
- V. Marketing Campaigns – three seasonal campaigns per year (Spring, Fall, and Winter)
 - a. 2016 Spring - Sewer
 - b. 2016 Fall - Water
 - c. 2016 Winter - In-home plumbing
 - d. 2017 Spring - Sewer
 - e. 2017 Fall - Water
 - f. 2017 Winter - In-home plumbing
 - g. 2018 Spring - Sewer
 - h. 2018 Fall - Water
 - i. 2018 Winter - In-home plumbing

VI. Campaign Pricing

a. Sewer

- i. Year 1 - \$7.25 per month; \$82.00 annually
- ii. Year 2 - \$7.25 per month; \$82.00 annually (subject to annual review)
- iii. Year 3 - \$7.25 per month; \$82.00 annually (subject to annual review)

b. Water

- i. Year 1 - \$5.25 per month; \$58.00 annually
- ii. Year 2 - \$5.25 per month; \$58.00 annually (subject to annual review)
- iii. Year 3 - \$5.25 per month; \$58.00 annually (subject to annual review)

c. In-home plumbing

- i. Year 1 - \$6.50 per month; \$73.00 annually
- ii. Year 2 - \$6.50 per month; \$73.00 annually (subject to annual review)
- iii. Year 3 - \$6.50 per month; \$73.00 annually (subject to annual review)

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

February 24, 2016

No. 16-10

A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MARKETING SERVICES AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. ("USP") D/B/A SERVICE LINE WARRANTIES OF AMERICA ("SLWA") TO LICENSE THE USE OF THE CITY OF FALCON HEIGHTS, MINNESOTA("CITY") TRADEMARK IN CONJUNCTION WITH ADVERTISEMENT TO THE FALCON HEIGHTS RESIDENTS OF WARRANTY PLANS FOR REPAIR OF WATER, SEWER, AND IN-HOME PLUMBING LINES ON RESIDENTIAL PROPERTY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, residents of the City are responsible for the maintenance and repair of water, sewer and in-home plumbing service lines that are on their properties not within the City's right-of-way; and

WHEREAS, water, sewer and in-home plumbing lines, on private property, can vary widely in age and condition, resulting in substantial cost to residents when there is a malfunction on residential property; and

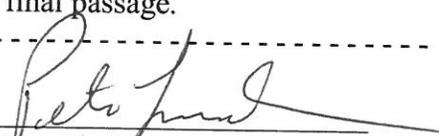
WHEREAS, the National League of Cities has introduced USP, d/b/a SLWA, as a resource for warranties of residential property owners whose water and sewer lines require repair; and

WHEREAS, City staff recommends that the City enter into an agreement with the National League of Cities Service Line Warranty Program, which offers homeowners the opportunity for repairing broken or leaking water, sewer, or in-home plumbing lines for a low monthly fee, for a period of three (3) years, renewing on an annual basis thereafter.

NOW THEREFORE BE IT RESOLVED by the City Council of Falcon Heights, Minnesota:

1. Authorize the Mayor and City Administrator to execute all necessary documents.
2. Market Services Agreement with Utility Service Partners Private, Inc. d/b/a Service Line Warranties of America to license the use of the City of Falcon Heights trademark in conjunction with advertisement to the City of Falcon Heights residents of warranty plans for repair of water, sewer, and in-home plumbing lines on residential property.
3. This resolution shall be effect immediately upon its final passage.

Moved by: *Harris*

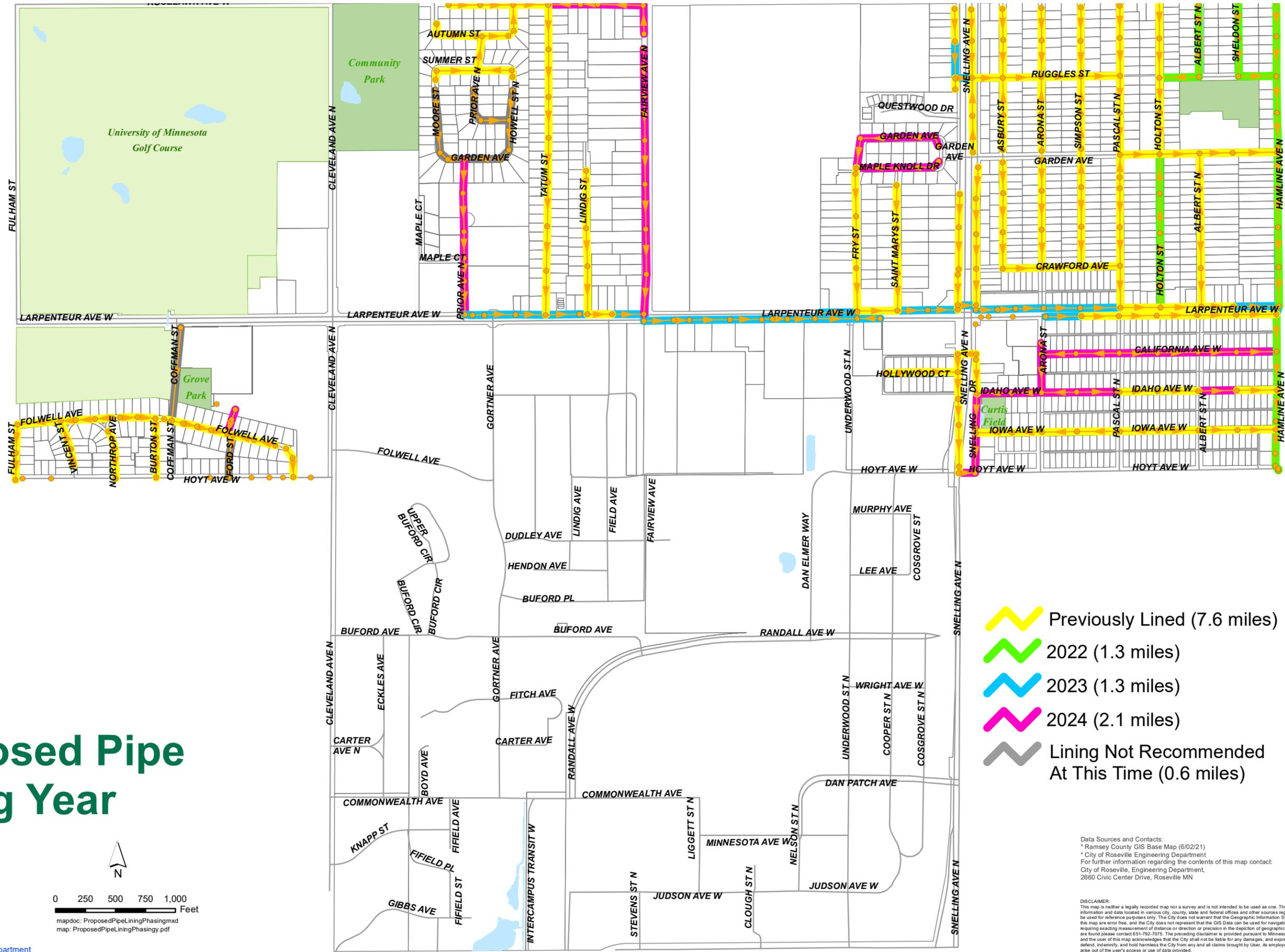
Approved by: 

Peter Lindstrom
Mayor

LINDSTROM 5 In Favor
BROWN THUNDER
HARRIS 2 Against
FISCHER
GUSTAFSON

Attested by: 

Sack Thongvanh
City Administrator



Proposed Pipe Lining Year



mapdoc: ProposedPipeLiningPhasing.mxd
map: ProposedPipeLiningPhasing.pdf

Prepared by:
City of Roseville Engineering Department
September 22, 2021

- Previously Lined (7.6 miles)
- 2022 (1.3 miles)
- 2023 (1.3 miles)
- 2024 (2.1 miles)
- Lining Not Recommended At This Time (0.6 miles)

Data Sources and Contacts:
 * Ramsey County GIS Base Map (6/02/21)
 * City of Roseville Engineering Department
 For further information regarding the contents of this map contact:
 City of Roseville, Engineering Department,
 2660 Civic Center Drive, Roseville MN

DISCLAIMER:
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