



STAFF REPORT

DATE: December 5, 2023
CONSENT

AGENDA ITEM: Washington County Sheriff's Law Enforcement Services Agreement

SUBMITTED BY: Karissa Goers, Administrative Services Director

BACKGROUND:

The current contract with Washington County for Law Enforcement Services was approved in November 2021. Sheriff Starry met City staff this spring indicating the need for an additional deputy in 2024. During the 2024 budget discussion, the council discussed adding a deputy to the Lake Elmo contract in 2024 to accommodate this request. The 2024 budget includes funding for an additional deputy beginning January 1, 2024.

ISSUE BEFORE COUNCIL:

Should the City approve the new agreement with Washington County for Law Enforcement Services in order to add another deputy?

PROPOSAL DETAILS/ANALYSIS:

Included in the packet is a proposed agreement for Law Enforcement services beginning January 1, 2024 which replaces the current contract, and has a two year term.

FISCAL IMPACT:

This cost has been included in the 2024 budget.

OPTIONS:

- 1) Approve the Washington County Sheriff Law Enforcement Services Agreement
- 2) Amend and then approve the amendment to the police contract
- 3) Keep existing contract

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve contract with Washington County Sheriff's Office to provide Law Enforcement Services to Lake Elmo.

ATTACHMENTS:

- Agreement for Law Enforcement Services with Washington County Sheriff's Office.

AGREEMENT FOR LAW ENFORCEMENT SERVICES

This agreement ("Agreement") is made by and between the County of Washington ("County") and the City of Lake Elmo ("City") for the provision of law enforcement services to the City by the County.

Whereas, the City is desirous of contracting for the performance by the County of the hereinafter described law enforcement functions for and within the political boundaries of the City through the Washington County Sheriff's Office; and

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

Whereas, this Agreement is authorized and provided for by the provisions of Minnesota Statutes, Sections 412.221, Subdivision 2, 471.59 and 436.05.

NOW, THEREFORE, pursuant to the terms of the aforementioned statutes and in consideration of the mutual promises contained herein, it is mutually agreed between the County and City as follows:

I. Scope of Services

1. The County, through the Washington County Sheriff's Office ("Sheriff's Office"), agrees to provide law enforcement services within the corporate limits of the City, including but not limited to the following:
 - a. Patrol services with random patrolling of residential areas, businesses, parks, and other public property;
 - b. Enforcement of Minnesota State Statutes and the ordinances of the City;
 - c. Traffic enforcement, including the regular use of radar or laser as a speed deterrent;
 - d. Criminal investigative and crime lab services;
 - e. Responding to police, medical, fire, and other emergencies;
 - f. Dispatching and other necessary communication services;
 - g. Driver's license inspections, background checks, and license enforcement services as required under applicable state law and city ordinances;
 - h. Enforcement of the Juvenile Code of the State of Minnesota, as applicable; and
 - i. Such other law enforcement functions and services as may be requested by the City and which encompass the duties and functions of the type customarily performed by a municipal police force except that the County shall not be required to provide an animal control officer to the City.

2. The County shall furnish and supply all necessary labor, supervision, administration, equipment, communication facilities and dispatching, and supplies necessary to provide the services required by this Agreement. The City shall furnish a secure office for the employees to work, at no cost to the County.
3. Violations of laws or ordinances for which an arrest is made shall be prosecuted in the appropriate court(s) of the County under the laws of the State of Minnesota or ordinances of the City, and fines, if any, shall be remitted in accordance with the laws of the State of Minnesota.
4. The County shall submit to the City a monthly activity report detailing the activities of the Sheriff's Office within the City. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued.

II. Assumption of Liability/Insurance

1. Except as otherwise provided herein, the City shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel providing law enforcement services to the City under this Agreement and the County hereby assumes said liabilities.
2. Except as otherwise provided herein, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment with the County and/or provision of law enforcement services to the City, and the County agrees to indemnify and hold harmless the City against any such claims.
3. The City and 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 agents, officers, or employees performing services pursuant to this Agreement, and the County shall hold the City and its officers and employees harmless from and shall defend and indemnify the City, its officers, and employees, against any claim for damages arising out of the County's performance of this Agreement.
4. The County and its officers and employees shall not be deemed to assume any liability for the intentional or negligent acts of the City or of any of the officers, agents, or employees of the City, and the City 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 City's performance of this Agreement, up to the municipal tort limits found in Minnesota Statutes, Section 466.04.
5. The County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance or self-insurance in amounts deemed appropriate by the County.
6. All deputy sheriffs, clerks, dispatchers, and all other County personnel performing duties pursuant to this Agreement shall at all times and for all purposes be considered employees of the County.

III. Payment

1. The City agrees to pay to the County the direct costs and expenses of providing the City with the law enforcement services provided for by this Agreement, including the full-time services of six (6) full-time equivalent (FTE) deputy sheriffs and one (1) full-time equivalent (FTE) deputy sheriff sergeant.

2. Direct costs and expenses shall mean the salaries, payroll taxes, and fringe benefits of the dedicated employees of the County who perform the law enforcement services to the City under this Agreement, as well as other related and customary costs incurred by the County as a direct result of providing the law enforcement services to the City under this Agreement. Direct costs and expenses shall not include items of cost and expense attributable to services and facilities provided or available to the City which by state law the County must provide. Computation of costs hereunder shall be made by the Sheriff's Office, Budgeting and Accounting Division.
3. The County shall bill the City on a semi-annual basis for the provision of services under this Agreement and the City shall pay the amount required of the City on a semi-annual basis by directing to the County a check or voucher payable to the County Treasurer.
4. The City's cost for law enforcement services under this Agreement for the upcoming year shall be furnished by the County to the City no later than August 1st of each year.

IV. Cooperation of Parties

1. To facilitate the County's performance pursuant to this Agreement, the City and County shall work together to achieve the objectives of this Agreement for the benefit of the residents of the City. Each party to this Agreement shall designate a liaison for the purposes stated above. Meetings of the liaisons can be called by any of the parties as requested.
2. The manner and standards of performance, discipline and control of personnel, methods of providing law enforcement services, and other matters incident to the performance of law enforcement services under this Agreement, including personnel to be employed, shall be determined by the Sheriff's Office.
3. In the event the City, through its governing body or authorized agent, notifies the County that it is dissatisfied with the assignment of personnel for the performance of services under the Agreement and requests a change in assigned 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 Washington County in a timely and efficient manner.

V. Additional Terms

1. It is understood that this Agreement contains the entire agreement between the parties, and that no statement, promises, or inducements made by any party hereto, or any officer, agent, or employee of any party hereto which is not contained in this written Agreement shall be valid and binding. This Agreement may not be modified except in writing, signed by all parties.
2. This Agreement shall supersede any and all preceding agreements between the County and the City for the provision of law enforcement services. Any and all preceding agreements shall terminate on the effective date of this Agreement.
3. The effective date of this Agreement is January 1, 2024.

4. This Agreement shall remain in effect for a period of two (2) years, unless earlier terminated by operation of law. This Agreement shall automatically renew for periods of one (1) year following the expiration of the initial two (2) year term and/or any renewal term. The total duration of this Agreement including all renewal terms shall not exceed five (5) years.
5. This Agreement may not be terminated by any party during the first two (2) years from the effective date of the Agreement. This Agreement may be terminated at any time and without any financial penalty by any party during any renewal term of the Agreement by giving the other party written notice one hundred and eighty (180) days prior to the termination date.
6. The parties agree that any amendment to this Agreement which decreases the number of officers provided to the City shall not be effective until one hundred and eighty (180) days after the amendment has been executed by the parties.
7. Notices shall be sent:
 - a. To the County:

Washington County
Attention: County Administrator
14949 62nd Street North
P.O. Box 6
Stillwater, Minnesota 55082

Washington County Sheriff's Office
Attention: Sheriff
15015 62nd St N
P.O. Box 3801
Stillwater, MN 55082-3801
 - b. To the City:

City of Lake Elmo
Attention: City Administrator
3800 Laverne Avenue North
Lake Elmo, MN 55042
8. This Agreement may not be assigned without the written consent of all parties.
9. This Agreement shall be construed under the laws of the State of Minnesota.
10. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its Mayor and attested to by its City Clerk and the County has caused this Agreement to be signed by the Chairperson of its Board of County Commissioners and attested to by its County Administrator.

Dated: _____

CITY OF LAKE ELMO, MINNESOTA

By: _____

Its Mayor

ATTEST:

By: _____

Its City Clerk

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its Mayor and attested to by its City Clerk and the County has caused this Agreement to be signed by the Chairperson of its Board of County Commissioners and attested to by its County Administrator.

Dated: _____

COUNTY OF WASHINGTON, MINNESOTA

By: _____

Its Chairperson of the Board

ATTEST:

By: _____

Its County Administrator