



AGENDA ITEM #8.1

REPORT TO CITY COUNCIL

Report Prepared by: Jen Anderson – PLPD Office Manager

Date: September 6, 2016

Subject: City of Jenkins Law Enforcement Contract

Report: Attached is the 2017 Law Enforcement Contract and Joint Powers Agreement with the City of Jenkins. This Contract is effective from January 1, 2017 through December 31, 2017 at \$3,433.33 per month, plus a one-time payment of \$900 for the purchase of a new AED machine.

Council Action Requested: Council motion approving the 2017 Law Enforcement Contract and Joint Powers Agreement with the City of Jenkins in the amount of \$41,200 and a one-time payment of \$900 for the purchase of an AED.

**LAW ENFORCEMENT CONTRACT AND JOINT POWERS AGREEMENT
BETWEEN THE CITY OF PEQUOT LAKES
AND THE CITY OF JENKINS**

RESOLUTION 16-

This contract made between the City of Pequot Lakes (hereinafter referred to as "Pequot Lakes") and the City of Jenkins (hereinafter referred to as "Jenkins").

WHEREAS, Jenkins desires to obtain certain law enforcement services from Pequot Lakes; and

WHEREAS, Pequot Lakes agrees to furnish such law enforcement services on the terms and conditions set forth herein;

NOW THEREFORE, it is agreed as follows:

EFFECTIVE DATE

This Contract is made this 6th day of September 2016, and is effective upon the dates hereinafter set forth.

PURPOSE

The purpose of this contract is to provide the basis for and outline the terms and conditions upon which Pequot Lakes will provide police service for and within the boundaries of Jenkins.

Pequot Lakes hereby agrees to provide police service for Jenkins and Jenkins hereby engages Pequot Lakes to provide such service in accordance with, and subject to, the terms of this contract.

LEGAL BASIS

This contract is made pursuant to Minnesota Statutes Section 471.59. This contract is not made pursuant to Minnesota Statutes Section 436.06 and should not be construed as creating a joint municipal police department.

ADMINISTRATION

The administration of police service within Jenkins under this contract shall be the sole responsibility of the appropriate officials of Pequot Lakes. To facilitate this contract, however, and in order to provide for an avenue of consultation and communication between Pequot Lakes and Jenkins, on matters relating to police service, it is agreed that the Jenkins Mayor or his or her designee, shall confer with the Pequot Lakes Mayor, or his or her designee, when requested by either party, on any matter relating to police service being provided to Jenkins by Pequot Lakes. Pequot Lakes' officials shall participate in such discussions with the objective of providing for the satisfactory administration of this contract and for the satisfactory performance of police service for Jenkins.

LEVEL OF SERVICE

During the time that this contract is in effect, Pequot Lakes will provide Jenkins with police service, whenever an officer is officially on duty for the City of Pequot Lakes.

The work shifts shall be determined by officials of the Pequot Lakes Police Department.

When officers of the Pequot Lakes Police Department are not actively on duty, Jenkins agrees that it shall be provided police protection by the Crow Wing County Sheriff's Department.

Officers of the Pequot Lakes Police Department may respond to calls in Jenkins and are available to handle such calls, if such calls do not hinder or diminish police service to Pequot Lakes.

Except as otherwise specifically set forth, law enforcement service shall encompass only such duties and functions of the type coming within the jurisdiction of Pequot Lakes pursuant to the laws of the State of Minnesota.

Petty misdemeanor, misdemeanor and gross misdemeanor offenses occurring within Jenkins which the Pequot Lakes Police Department charges shall be prosecuted by the City Prosecutor, as appointed by the Pequot Lakes City Council, and fines collected there from shall be distributed in accordance with state law.

HEADQUARTERS AND EQUIPMENT

The headquarters of the Pequot Lakes personnel providing police service in Jenkins shall be in Pequot Lakes, and members of the general public having need to communicate with the Pequot Lakes Police Department on matters arising out of or involving person or property in Jenkins may communicate directly with Pequot Lakes Police Department or the Crow Wing County Sheriff's Department.

Pequot Lakes, under the terms of this contract, will provide all communication devices, equipment, records, other materials and personnel necessary to the performance of this contract except to the extent that this contract specifically provides for the furnishing of any part thereof by Jenkins.

PUBLIC INFORMATION

Both parties agree to take reasonable steps necessary to inform the public of the fact that Pequot Lakes is providing police service for Jenkins. Pequot Lakes may, at its option, mark any or all of its police vehicles as "Pequot Lakes Police Department, "Jenkins Police Department" or some similar designation.

PERSONNEL: POLICIES AND FRINGE BENEFITS

All personnel used in providing police service to Jenkins under this contract shall be and remain employees of Pequot Lakes. The personnel policies and contracts applicable to Pequot Lakes Police employees shall apply, and compensation and applicable fringe benefits shall be the responsibility of and subject to determination from time to time by Pequot Lakes.

DESIGNATION OF AUTHORITY

Under authority of Minnesota Statute Section 471.59, Subdivision 12, "Joint Exercise of Police Power", Jenkins authorizes all sworn officers of the Pequot Lakes Police Department to exercise the powers of "Peace Officers" or "Police Officers" within the corporate limits of Jenkins, with the same authority as in the corporate limits of Pequot Lakes, provided they meet the requirements of sub paragraphs (1) and (2) of Minnesota Statutes Section 471.59, Subdivision 12.

OFF-DUTY POLICE SERVICE

Members of the Pequot Lakes Police Department shall provide off-duty police service or special additional police service for which a special charge is made within Jenkins of the same basis as such off-duty special services are provided in Pequot Lakes.

CHARGES BY PEQUOT LAKES FOR POLICE SERVICES

Pequot Lakes shall charge, and Jenkins shall pay, for police services provided for under this contract on a basis as hereinafter provided. Police service shall begin January 1, 2017 and shall continue for a period of one year through December 31, 2017. The cost to Jenkins for services provided under this basic contract shall be \$41,200 per year. Jenkins shall make payment to Pequot Lakes on a monthly basis in the amount of \$3,433.33. Additional charges may apply as per the ACES contract for impounded dogs that go unclaimed by the animal's owner.

CAPITAL IMPROVEMENT CHARGES

The City of Pequot Lakes will be needing to purchase two AED machines in 2017. The cost to the city of Jenkins for one of these machines is a one-time payment of \$900. The City of Jenkins shall make payment to Pequot Lakes in amount of \$900 no later than January 31, 2017.

TERM OF CONTRACT

This contract shall be effective as of January 1, 2017, and shall continue to December 31, 2017. This contract shall be in effect as determined above unless terminated by either party. Termination of the contract by either party shall be effective by serving the other party with a preliminary written notice of termination not less than ninety (90) days prior to the date of termination of the contract. Either party, at its option, may terminate the contract as set forth above if the other party fails to comply with the terms and conditions of this contract. However, Pequot Lakes shall not have the right to terminate this contract for failure of Jenkins to make any payment due unless Pequot Lakes has first given Jenkins written notice.

In the event that extraordinary changes occur in either community in the level or cost of police service, either party may terminate this contract on ninety (90) days written notice. The termination notice for the above paragraphs will be the same as set forth for termination at the end of the contract.

Pequot Lakes shall make no special charges to Jenkins for police testimony, intoxilizer services, and related or similar services in connection with prosecution of any alleged offenses occurring in Jenkins.

ASSUMPTION OF LIABILITY

1. Pequot Lakes agrees to assume all liability for Pequot Lakes' personnel arising out of the following:
 - a. All liabilities incurred because of police activities in either community
 - b. All liability for injuries and sickness incurred because of workers' compensation laws
 - c. All liabilities incurred for salaries and compensation

2. Each party agrees that the acts of its officers and agents for any activity other than police work shall be their responsibility and each community indemnifies the other from any claims arising out of non-police activities caused by each community.

3. The Chief of Police, officers, and employees and Pequot Lakes shall not be deemed to assume any liability for intentional or negligent acts of Jenkins or any officer, agent or employee thereof. Jenkins shall defend Pequot Lakes, the Chief of Police, its officers, employees, and agents against, and hold them harmless from any claim for damages resulting from the enforcement of any duly enacted municipal ordinance of Jenkins.

Passed and adopted by the Pequot Lakes city Council this _____ day of September, 2016.

IN WITNESS THEREOF, the parties hereto have executed this contract the day first above written.

IN PRESENCE OF:

CITY OF PEQUOT LAKES

by: _____
Mayor Date

by: _____
Clerk Date

IN PRESENCE OF:

Krista Kerman
Ross A. Cain

CITY OF JENKINS

by: [Signature] 8-17-16
Mayor Date

by: Krista Kerman 9/18/16
Clerk Date