



AGENDA ITEM #8.1

REPORT TO CITY COUNCIL

Report Prepared by: Jen Anderson – PLPD Office Manager

Date: October 4, 2016

Subject: Jenkins Township Law Enforcement Contract

Report: Attached is the 2017 Law Enforcement Contract and Joint Powers Agreement with Jenkins Township. This Contract is effective from January 1, 2017 through December 31, 2017 at \$2,252 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 Jenkins Township in the amount of \$27,024 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 JENKINS TOWNSHIP**

RESOLUTION 16-

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

WHEREAS, Jenkins Township 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 4th day of October, 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 Township.

Pequot Lakes hereby agrees to provide police service for Jenkins Township and Jenkins Township 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 Township 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 Township, on matters relating to police service, it is agreed that the Jenkins Township Board Chairman 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 Township 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 Township.

LEVEL OF SERVICE

During the time that this contract is in effect, Pequot Lakes will provide Jenkins Township 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 Township 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 Township 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 Township 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 Township shall be in Pequot Lakes, and members of the general public having need to communicate with the Pequot Lakes Police Department on matter arising out of or involving person or property in Jenkins Township may communicate directly with Pequot Lakes Police headquarters 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 Township.

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 Township.

PERSONNEL: POLICIES AND FRINGE BENEFITS

All personnel used in providing police service to Jenkins Township 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 Township 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 Township, 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 Township 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 Township 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 Township for services provided under this basic contract shall be \$27,024 per year. Jenkins Township shall make payment to Pequot Lakes on a monthly basis in the amount of \$2,252.

CAPITAL IMPROVEMENT CHARGES

The City of Pequot Lakes will be needing to purchase two AED machines in 2017. The cost to Jenkins Township for one of these machines is a one-time payment of \$900. Jenkins Township 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 renewed on an annual basis. Notice of intent to terminate the contract for failure to comply with the contract terms and conditions, by either party must be submitted in writing to the other party prior to September 1st each year, for the upcoming calendar year. Pequot Lakes shall have the right to terminate this contract for failure of Jenkins Township to make any payment due unless Pequot Lakes has first given Jenkins Township written notice of such failure and its right to terminate and Jenkins Township has not made such payment within thirty (30) days of receiving such 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 Township for police testimony, intoxilizer services, and related or similar services in connection with prosecution of any alleged offenses occurring in Jenkins Township.

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 Township or any officer, agent or employee thereof. Jenkins Township 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 Township.

Passed and adopted by the Pequot Lakes City Council this 4th day of October, 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:

JENKINS TOWNSHIP

by: Michael R Dudgeon 9/17/16
Board Chairman Date

by: William A Savage 9/17/16
Clerk Date