

DOUGLAS COUNTY LAW ENFORCEMENT CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the COUNTY OF DOUGLAS and the DOUGLAS COUNTY SHERIFF, hereinafter referred to as “County” and the CITY OF CARLOS, hereinafter referred to as the “Municipality;”

WHEREAS The Municipality wishes to enter into a contract with the County for the performance of the hereinafter described law enforcement protection within the corporate limits of said municipality through the County Sheriff; and

WHEREAS the County is agreeable to rendering such services, and protection on the terms and conditions herein set forth; and

WHEREAS such contracts are authorized and provided for by the provision of Minnesota Statutes 471.59 and Minnesota Statutes 436.05;

NOW, THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants herein contained, it is agreed as follows:

1. The County, by way of the Sheriff, agrees to provide police protection within the corporate limits of the Municipality to the extent and in the manner as hereinafter set forth:
 - a. Except as otherwise hereinafter specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of the Douglas County Sheriff pursuant to Minnesota Laws and Statutes.
 - b. Except as otherwise hereinafter provided for, the standard level of service provided shall be the same basic level of service, which is provided for the unincorporated areas of the County of Douglas, State of Minnesota.
 - c. The rendition of services, the standard of performance, the discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain in and under the control of the Sheriff.

- d. Services purchased pursuant to this contract shall include the enforcement of Minnesota State Statutes, including but not limited to the Traffic Code and the Criminal Code, as well as all local ordinances enacted in conformance therewith. Statutes and ordinances which prescribe enforcement by a different authority, i.e., the State Electrical Code, the Uniform Building Code, etc., shall be excluded from this agreement. Ordinances pertaining exclusively to purely local city management matters, i.e., sewer and water collection, etc., shall be excluded from this agreement. In addition, the Municipality shall be solely responsible for enforcement of the Municipal Zoning Code.
2. The Sheriff shall have full cooperation and assistance from the Municipality, its officers, agents, and employees so as to facilitate the performance of this agreement.
3. The County shall furnish and supply all necessary labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, and all supplies necessary to maintain the level of service to be rendered herein.
4. The Municipality shall not be liable for the direct payment of any salaries, wages, or other compensation to any personnel performing services herein for said County.
5. The Municipality shall not be liable for compensation or indemnity to any of the Sheriff's employees for injuries or sickness arising out of its employment, and the County hereby agrees to hold harmless the Municipality against any such claims.
6. The County, Sheriff, his officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of said Municipality or any officer, agent, or employee thereof.
7. This agreement shall be effective from January 1, 2021, to December 31, 2021.
8. The Municipality agrees to pay to the County the sum of \$39.44 per hour for law enforcement protection during the term of this contract. If salaries of Deputy Sheriffs are increased at any time during the term of this contract, the hourly rate of this contract shall not be increased.

9. This contract may be canceled at any time, by either party, with 30 days written notice to the other party.

10. The number of hours of service to be provided pursuant to this contract are as follows: 20 hours per month and 24-hour call and general service. If requested by The Municipality, additional hours at the same rate as stated above may be supplied by the Sheriff at his discretion.

11. The County shall provide for all costs and prosecution efforts only with respect to violations of the law that come within the jurisdiction of the County Attorney. Any offense committed within The Municipality's incorporated limits that comes under the jurisdiction of the City Attorney shall remain the responsibility of the City Attorney regardless of the arresting agency. Court fines shall be distributed according to law.

12. For the purpose of maintaining cooperation, local control and general information on existing complaints and problems in said Municipality, one member of the Municipal Council, the Mayor, or other person or persons shall be appointed by said Council to act as police commissioner(s) for said Municipality and shall make periodic contacts with and attend meetings with the Sheriff or his office in relation to the contract herein.

13. The County shall save, hold harmless and defend the City from any and all claims arising from the acts or omissions, including intentional acts and negligence, committed by employees or agents of the County or Sheriff while in the performance of duties in furtherance of this contract.

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, caused this agreement to be signed by its Mayor and attested by its Clerk; and

the County of Douglas, by the County Board of Commissioners, has caused this agreement to be signed by the Chairman and Clerk of said Board, and by the Douglas County Sheriff, effective on the day and year first above written.

Dated: _____
_____ Mayor

ATTEST: _____
Clerk
DOUGLAS COUNTY COMMISSIONERS

Dated: _____
_____ Chairperson of the Board

ATTEST: _____
Heather Schlangen
County Coordinator

Dated: _____
_____ Troy Wolbersen
Douglas County Sheriff

Approved as to form and execution:

Chad M. Larson
Douglas County Attorney