



Marty Kelly
Goodhue County Sheriff

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TO: Goodhue County Board of Commissioners
FROM: Sheriff Marty Kelly
Date: September 16, 2024
RE: City of Wanamingo Policing Contract

SUMMARY

As you recall, on September 3rd, 2024, the rates of \$71.03, \$79.80 and \$89.61 for 2025-2027 respectfully, were approved by the Goodhue County Board of Commissioners and reflected on the attached contract. The contract also reflects 35 hours a week, which is down from 42 hours a week previously.

On September 9th, 2024, Wanamingo City Council passed Resolution 24-056 to sign the three-year contract for law enforcement services with the Goodhue County Sheriff's Office. I have attached the contract for review.

RECOMMENDATION

Approve the contract for law enforcement services with the City of Wanamingo.

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION
CENTER
651.267.2804

CIVIL DIVISION
651.267.2601

RECORDS DIVISION
651-267-2600

EMERGENCY
MANAGEMENT
651.267.2639

EMERGENCY
COMMUNICATIONS
651.385.3155

An Equal Opportunity Employer

GOODHUE COUNTY
CITY OF WANAMINGO
AGREEMENT - LAW ENFORCEMENT SERVICES
January 1, 2025 - December 31, 2027

THIS AGREEMENT, made and entered into this 3rd day of September, 2024, by and between the County of Goodhue, hereinafter referred to as the County, the City of Wanamingo, hereinafter referred to as the City, and the Goodhue County Sheriff, hereinafter referred to as the Sheriff.

WITNESSETH

WHEREAS, the City is desirous of contracting with the County and the Sheriff for the performance of the hereinafter described law enforcement functions within the City boundaries, said function to be performed by the Sheriff, and

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes 471.59; 436.05; 626.76 and 629.40. NOW THEREFORE, pursuant to the terms of the aforesaid statutes, it is agreed as follows:

1. The County and the Sheriff agree to provide law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth. Except as otherwise hereinafter specifically set forth, the services aforementioned shall consist of the type of services coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of the State of Minnesota. Except as hereinafter otherwise provided for, the level of service shall be the same standard as provided for the unincorporated areas of Goodhue County.

All decisions concerning the implementation and performance of said law enforcement services, including the disciplining of officers and other matters incident to the performance of such services and the control of the personnel so employed, shall remain with the Sheriff.

Law enforcement services to be performed by the Sheriff shall include the enforcement of the state statutes and municipal ordinances of the City of Wanamingo.

2. To facilitate the satisfactory performance of said functions, it is hereby agreed that the Sheriff shall have full cooperation as reasonable from the City, its officers, agents, and employees.

3. In the performance of said law enforcement functions, the Sheriff shall provide 35 hours per week of law enforcement service (Sunday through Saturday, at hours to be mutually agreed upon), the performance of said duties to be determined by the Sheriff. Said duties may be performed outside the municipal boundaries of the City of Wanamingo and not necessarily to the direct benefit

of the City of Wanamingo.

4. In consideration for the law enforcement service provided by the Sheriff to the City, as specified in Paragraph 3 above, the City shall pay to the County the following amounts, payable on the first day of each month, beginning January 1st of each calendar year, and shall continue monthly thereafter:

2025	\$129,275
2026	\$145,236
2027	\$163,090

5. The City shall not be called upon to assume any liability for the direct payment of salaries, or other compensation or employer's expense to any County personnel, nor shall the City be responsible for any liability, other than that specifically provided for in this agreement. Except as otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

6. If, in the judgment of the Sheriff and/or City, it is necessary to add additional temporary law enforcement personnel for special events, the City agrees to reimburse the County for all necessary expenses.

7. If, in the performance of the services aforementioned, there are expenses in addition to those mentioned in the schedule, authorization to incur those expenses shall be given only after the City and the Sheriff, by mutual consent, agree to said expenses being incurred.

8. The City shall not assume any liability for acts of the Sheriff's personnel hired in the performance of their duties, and any law enforcement personnel hired under the terms of the agreement shall be deemed to be County employees, and the County shall hold the City harmless for any claim for damages resulting from their employment that may accrue to the City.

9. Unless sooner terminated, as provided for herein, this agreement shall be effective January 1st, 2025, and shall run for a period of three years. At the option of the governing body of said City, with the consent of the Board of County Commissioners of said County, and the consent of the Sheriff, this Agreement shall be renewable for successive periods of three years, in the following manner:

In the event the City desires to renew this Agreement for a succeeding three year period, the governing body of said City, not later than July 1st, 2027, shall notify the Board of County Commissioners of said County and the Sheriff that it wishes to renew the same, whereupon said Board of County Commissioners and the Sheriff, not later than the last day of July, shall notify said governing body of said City in writing of its willingness to accept such renewal for an additional three year period or such other term as it deems advisable, otherwise such Agreement shall finally terminate at the end of such three year period.

In the event the City desires to add additional patrol hours or subtract patrol hours from this Agreement for any of the remaining years of this contract, the governing body of said City shall notify the Sheriff of the said County that it wishes to increase or decrease the weekly number of patrol hours, whereupon said Sheriff shall notify said governing body of said City in writing of its willingness to accept such an amendment to this contract for the remainder of the current three year period, or such other term as it deems advisable.

10. Notwithstanding Paragraph 9, or any other provision or provisions of this Contract to the contrary, the City or County shall have the right to terminate this Contract at any time during the term of said Contract upon the giving one-hundred eighty (180) days written notice to the other. In the event of Contract termination by the City or County during the term of said Contract, the City shall owe the County only the pro rata share of the original Contract price calculated to the date of said termination, and not the original Contract price agreed on.

11. It is understood and agreed that the offenses for which any arrests are made be prosecuted in the District Court in which the offense occurred and that any fines collected pursuant to conviction under municipal ordinance shall be paid over to the Treasurer of the City in a sum and of the distribution provided by the statute.

IN WITNESS WHEREOF, the municipality of the City of Wanamingo, 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 Goodhue, by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of the Board and the seal of said Board to be affixed thereto and attested by the Goodhue County Administrator, and the Goodhue County Sheriff has signed this agreement, all on the day and year first above written.

COSTS FOR THE CONTRACTUAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES

January 1, 2025 – December 31, 2025

\$71.03 per hour X 35 hours per week X 52 weeks = \$129,275

January 1, 2026 – December 31, 2026

\$79.80 per hour X 35 hours per week X 52 weeks = \$145,236

January 1, 2027 – December 31, 2027

\$89.61 per hour X 35 hours per week X 52 weeks = \$163,090

ATTEST:

CITY OF WANAMINGO

Mi

Clerk

9/9/2024

Date

[Signature]

Mayor

9/9/2024

Date

ATTEST:

GOODHUE COUNTY

County Administrator

Chairman

Goodhue County Board of Commissioners

Date

Date

[Signature]
Goodhue County Sheriff

9-10-24
Date