



## CITY COUNCIL AGENDA

September 25, 2014

6:30 PM

*City of Norwood Young America,  
310 West Elm Street, PO Box 59, NYA MN 55368  
(952) 467-1800*

# SPECIAL MEETING – 6:30 P.M. LARGE CONFERENCE ROOM

1. **Call Meeting of City Council to Order**
2. **Approve Agenda**
3. **Introductions, Presentations, Proclamations, Awards, and Public Comment** (Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
4. **Consent Agenda** (NOTE TO THE PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)
5. **Old Business**
6. **New Business**
  - 6.1 2015 Law Enforcement Contract with Carver County
7. **Council Member Reports**
8. **Mayor's Report**
9. **Adjournment**

TO: Honorable Mayor Diedrick and City Council Members

FROM: Steve Helget, City Administrator

DATE: September 18, 2014

SUBJECT: 2015 Law Enforcement Contract with Carver County

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Paul Tschida, Carver County Sheriff's Office, will be present to review and discuss the current law enforcement services the County provides to the City. Enclosed is the 2015 Contract cost breakdown and a copy of the 2014 contract. The following are the coverages and shifts currently provided to the City.

Jeff Stratton - Day Officer

Mon. – Fri. 7:00 a.m. to 3:00 p.m. except holidays and PTO

Dustin Bones - Night Officer

Wed., Thurs., & Fri. every week and Sat. or Tues. (it rotates weekly)  
6:00 p.m. to 4:00 a.m.

When there is no Deputy on duty in NYA, the County Deputy covering 3-Adam is our coverage. That Deputy covers from Chaska west to the County line. They don't cover the City of Chaska as they have their own PD.

Cologne pays for .05 (day) and .25 (evening) of our officer

Hamburg pays .05 for both day and evening

This equates to less than ½ hour in each location per day.

NYA pays for .9

The three communities agreed to this coverage arrangement when initially started 7 - 8 years ago.

**2015 overtime rate \$57.17**

Concerns: except for 3-Adam, no coverage every other Saturday and holidays. Also, when officer takes PTO especially lengthy vacation we're without an officer except 3-Adam.

Possible options: pay overtime for an officer to work Saturdays during summer when night officer is off. Pay overtime for extended PTO and maybe for certain community events.

Community Service Officer (CSO) - 364 hours/year

**2015 Contract Revenue, City of NYA**

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	Hours Contracted	Deputy Qty	Deputy Cost	Deputy Total	Vehicle Qty	Vehicle Cost	Vehicle Total	Total Cost
	1529	0.7	93428	65,400	0.7	16,209	11,346	76,746
	1872	0.9	93428	84,085				84,085
				149,485				
CSO	364	0.18	30.28	11,022				11,022
							11,346	171,853

**CONTRACT FOR POLICE SERVICES**  
**NORWOOD YOUNG AMERICA**

THIS AGREEMENT, made and entered into this 4 day of FEB 2014, by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the **City of Norwood Young America** (hereinafter, **the City**"), and, collectively known as the "parties".

WHEREAS, **the City** desires to enter into a contract with the County whereby the County will provide police services within the boundaries of **the City**; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

WHEREAS, said contract is authorized by Minn. Stat. Sec. 471.59, 436.05, and Minn. Stat. Sec. 366 and 367;

NOW, THEREFORE, it is agreed between the parties as follows:

**ARTICLE I**

**PURPOSE.** The purpose of this agreement is to provide for the cooperative exercise of the Parties' powers in securing police contract services for **the City** Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 436.05 allows municipalities to contract with other municipalities for police services.

**ARTICLE II**

I. **POLICE SERVICES.** The County agrees to provide police service within the corporate limits of **the City** to the extent and in the manner set forth below:

- 1.1 Police services to be provided under this contract shall encompass those police duties and functions which are the type statutorily deemed to be the responsibility of the local communities;
- 1.2 With input from **the City**, the County shall assign personnel as necessary;
- 1.3 All matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the control of the County;

- 1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and
- 1.5 The police services will be provided to **the City** for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

### ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If **the City** desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, **the City** shall contact the Sheriff's Office contract manager or designee noted in this agreement. The County will invoice **the City** for these additional services pursuant to Minn. Stat. Sec. 471.425.<sup>1</sup>

### ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

### ARTICLE V

1. PROVISION OF EQUIPMENT. It is agreed that the County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein.
2. OFFICE SPACE. If an FTE is requested, **the City** shall provide office and work space for the assigned personnel.

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<sup>1</sup> Minn. Stat. Sec. 471.425 Prompt payment of local government bills. Subd 2. (a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

3. FINANCIAL LIABILITY. The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the selected services. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

4. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws.

#### LIABILITY

(a) To the full extent permitted by law, actions by parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all set forth in Minnesota Statutes, Section 471.59, subd. 1a (a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

(b) For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in section 3.736 or 466.04, subdivision 1, or as waived or extended by the joint board or all participating governmental units under section 3.736, subdivision 8; or 471.981. The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

5. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

## ARTICLE VI

1. TERM. The term of this contract shall be **January 1, 2014 to December 31, 2014**. The term of this agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written agreement, or on the sixtieth (60<sup>th</sup>) day, whichever occurs first.
2. RATE. The Sheriff's Office has presented **the City** with a recommended police plan which includes the police contract rates.
3. NOTICE.
  - 3.1 If the County does not desire to enter into a contract for police service for **2015**, **the City** shall be so notified in writing six (6) months prior to the expiration of the current contract.
  - 3.2 On or before August 15 of the current contract year, the County shall notify **the City** of the police contract rates for the following year.
  - 3.3 **The City** shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
  - 3.4 In the event **the City** shall fail to give notice as required above, the County shall presume **the City** does not desire to enter into an agreement with the County for police services.
  - 3.5 Notice under the above provisions shall be sent to:

**Sheriff's Contract Manager:**  
Paul Tschida, Commander  
Carver County Sheriff's Office  
606 4<sup>th</sup> Street East  
Chaska, MN 55318  
[ptschida@co.carver.mn.us](mailto:ptschida@co.carver.mn.us)

**Carver**  
CONTACT INFO.

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are full time employees dedicated to the contract community.

The FTE deputy's compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy cost includes: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off. If **the City** requests coverage for any compensated days off noted above, it is recommended **the City** set aside a contingency for additional hours.

Hours worked on a designated holiday will be billed at double the FTE's hourly pay rate per the collective bargaining agreement(s).

Additional hours for Deputies will be billed at **\$57.17**.

PERSONNEL COSTS

.7	Deputy (2080 FTE)	\$ 63,277
.9	Cpl. (2080 FTE)	\$ 81,356
	CSO (364 hours)	\$ 11,630

VEHICLE COST

.7	Patrol Vehicle	\$ 10,883
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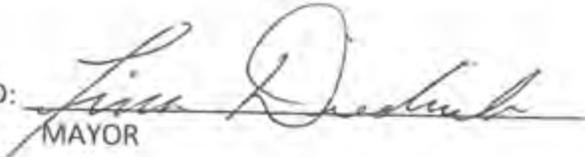
<b>TOTAL POLICE SERVICES</b>	<b>\$167,146</b>
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## 2. PAYMENT

The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$83,573 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$83,573 to be paid on or before November 30 of the current contract year.

3. MINNESOTA STATE POLICE AID: The County upon receiving the Minnesota State Police Aid shall reimburse **the City** its share, if any, pursuant to Minn. Stat. Sec. 69.011.

IN WITNESS THEREOF, the Municipality has caused this agreement to be executed by its Mayor and by the authority of its governing body on the 12<sup>th</sup> day of November, 2013

SIGNED:  DATE: 11/12/13  
MAYOR

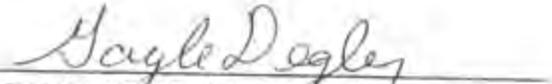
SIGNED:  DATE: 11/12/13  
CITY ADMINISTRATOR/CLERK

IN WITNESS THEREOF, the County of Carver has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on the 4 day of Feb, 2014

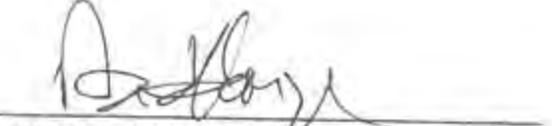
APPROVED AS TO FORM:

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
CARVER COUNTY ATTORNEY

COUNTY OF CARVER:

SIGNED:  DATE: 2-4-14  
CHAIR, BOARD OF COMMISSIONERS

SIGNED:  DATE: 01-8-14  
SHERIFF

ATTEST:  
SIGNED:  DATE: 2/4/14  
COUNTY ADMINISTRATOR