

Law Enforcement Services Agreement

THIS AGREEMENT ("Agreement") made and entered into by and between the City of Albert Lea, Minnesota (the "Contractor") and the City of Clarks Grove Minnesota (the "City"). The Contractor and the City are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the City needs and desires to enforce the City's animal, trash and refuse, and abandoned property-junk vehicle ordinances through the Contractor's police department; and

WHEREAS, the Contractor agrees to render such Law Enforcement Services on the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized and provided for by the provisions of Minnesota Statutes Sections 412.221, subd 2; 471.59 and 436.05.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

Duties and Obligations of the Parties.

1. City will investigate all violations of the City's animal, trash and refuse, junk vehicle, and trimming/removal/disposal of weeds, grass, and rank vegetation ordinances. City will be responsible for all follow-up investigations to ensure compliance with City's ordinances.
2. City will undertake initial efforts to enforce its ordinance, including but not limited to, contact with owner/resident, letter(s) of notice of violation, time to correct, and action City will take to enforce compliance with City ordinance(s) prior to contacting Contractor for enforcement.
3. Contractor will complete application and execute search warrants to allow City to enter owner/resident's property. City shall undertake the necessary steps to bring property into compliance with City's ordinance(s).
 - i. City is required to retain and supervise contractors or subcontractors for repair, removal, and/or disposal of debris required to bring property into compliance with City's ordinances.
 - ii. Contractor will not provide an animal control officer to City for enforcement of City's animal ordinance.
4. It is expressly understood that the Contractor is an independent contractor. The Contractor shall have control over the manner in which the Law Enforcement Services are performed under this Agreement. The Contractor shall furnish and supply all necessary labor,

supervision, equipment, communication facilities and dispatching, and supplies necessary to provide the Law Enforcement Services, except as otherwise provided in this Agreement.

- i. The failure to furnish Law Enforcement Services because of weather, road conditions, or the unavailability of personnel or equipment, shall not be a breach of this Agreement.
5. The provision of Law Enforcement Services, the standards of performance, the discipline of the officers and employees and other matters incident to the performance of the Law Enforcement Services under this Agreement, and the control of personnel employed by the Contractor shall remain under the control of the Contractor's Police Chief or the Chief's designee.
 - i. Violations of laws or ordinances for which an arrest is made shall be prosecuted in the appropriate court under the laws of the State of Minnesota or ordinances of the City, and fines, if any, will be remitted in accordance with the laws of the State of Minnesota. City's attorney will be responsible for prosecuting violation(s) of laws and ordinances occurring within City's boundaries.

Compensation.

1. The Parties agree the direct costs and expenses for providing the Law Enforcement Services shall be billed at \$100.00 per hour per officer. Any call provided by Contractor on the City's request shall have a two (2) hour minimum payment requirement. Contractor will determine number of officers required to enforce City's ordinances or execute search warrants on City's behalf.
2. The hourly rate for the Law Enforcement Services in future years will be established by the Contractor. Any increase in the hourly rate must be provided to the City no later than January 1st of each year.
3. The Contractor shall bill the City on a monthly basis for Law Enforcement Services provided under this Agreement. The City shall pay the amount required in accordance with the Prompt Payment of Local Government Bills statute, Minnesota Statutes Section 471.425, as amended.

Defense and Indemnity.

To the fullest extent permitted by law, the City agrees to defend, indemnify and hold harmless the Contractor, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the City's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The City agrees this indemnity obligation shall survive the completion or termination of this Agreement.

Insurance. General Liability.

1. Prior to providing any Law Enforcement Services, City shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise from the performance of work under this Agreement. The City shall name the Contractor as an additional insured under its general liability in limits acceptable to Contractor. The City's policy shall be primary insurance to any other valid and collectible insurance available to the Contractor with respect to any claim arising out of Contractor's performance under this Agreement.
2. The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or in the case of non-payment of premium, at least ten (10) days' written notice of cancellation.
3. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

General Provisions.

1. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
2. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Freeborn County, Minnesota.
4. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to Contractor: Patrick Ian Rigg, City Manager
221 East Clark Street
Albert Lea, MN 56007

Notice to City: Its Mayor
PO Box 248
Clarks Grove, MN 56016

5. If a court finds any portion of this Agreement to be contrary to law, invalid, or

unenforceable, the remainder of the Agreement will remain in full force and effect.

Term of Agreement.

1. This contract shall be renewed automatically on the 1st day of July each year, unless otherwise terminated in accordance with 6-months' notice provided to the non-terminating party.
2. In the event of termination, the City shall only be responsible to pay for the Law Enforcement Services satisfactorily performed by the Contractor to the effective date of termination.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated this 22nd day of Aug 2023

Dated this 14 day of August, 2023

CITY OF ALBERT LEA, MINNESOTA

CITY OF CLARKS GROVE MINNESOTA

By: Rich Murray
Rich Murray
Its Mayor

By: Bill Zezulke
Its Mayor, Pro-tem

By: Ian Patrick Rigg
Ian Patrick Rigg
Its City Manager

By: Kathy Jensen
Its City Clerk