



City of Mora
Kanabec County, Minnesota
Work Session Agenda
City Council

Mora City Hall
101 Lake St. S
Mora, MN 55051

Tuesday, July 12, 2022

5:00 PM

Mora City Hall

- 1. Call to Order**
- 2. Roll Call**
- 3. Special Business**
 - a. Contracted Law Enforcement Services with Kanabec County Sheriff's Office
- 4. Adjournment**



MEMORANDUM

Date: June 12, 2022
To: Mayor and City Council
From: Glenn Anderson, City Administrator
RE: Kanabec County Sheriff Office Service Agreement

SUMMARY

The City Council will review the current services provided in the 2009 Contract for Law Enforcement Services between the City of Mora and the Kanabec County Sheriff's Office.

*Attachments: 2009 Contract for Law Enforcement Services with KCSO
2023 contract renewal budgetary data*

1 2. SHERIFF'S DUTIES. The Sheriff shall continue to exercise any and all duties imposed upon
2 that office by law and this Agreement shall not in any manner limit, restrict or be deemed
3 to relieve said office of any such duties imposed by law.

4 3. STAFF.

5 a. The County shall provide and assign such personnel as the Sheriff deems necessary to
6 carry out the provisions of this Agreement. From the effective date, said
7 individuals shall in all respects be County employees and shall be subject to all
8 County administrative policies, rules, personnel plans, regulations, and pay plans,
9 including all employee benefits. The County shall be responsible for the
10 enforcement of all its employment policies and shall be responsible for insuring
11 compliance with all such policies, collective bargaining agreements, regulations,
12 and rules including discipline and discharge. The County shall assume
13 responsibility for the payment of salaries, wages, or other compensation to said
14 employees pursuant to this Agreement. The County, through the Sheriff of
15 Kanabec County, shall have final authority for the direction and control of said
16 employees.

17 b. The County, through the Sheriff's Office, shall have the sole authority to manage the
18 personnel serving in law enforcement so that the size of the department properly
19 reflects the needs of the County and the provisions of this Agreement.

20 c. The Sheriff shall assign one of his/her personnel to act as the liaison between the
21 Sheriff's Office and the City.

22 d. If, in the judgment of the City and/or the Sheriff, it is deemed necessary to add
23 additional temporary law enforcement personnel for special events sponsored by
24 the City, such personnel shall be provided by and supervised by the Sheriff along
25 with the Sheriff's employees providing services under the terms of this
26 Agreement. The City agrees to reimburse the Sheriff for the cost of said
27 additional personnel used at said events at the hourly rate set forth in this
28 Agreement.

29 4. HOLD HARMLESS. The City shall not be liable for compensation or indemnity to any
30 County employee for injury or sickness arising out of the scope of employment and the
31 County agrees to indemnify and hold harmless the City against any such claims.
32 Notwithstanding this provision, neither party shall assume any liability for the intentional
33 or negligent acts of the other party's employees and in the event that any claim is made
34 against either party, its officers or employees for such intentional or negligent acts, that
35 party shall hold the other harmless and shall defend the other against any claims for
36 damages resulting therefrom.

37 5. NON-WAIVER OF IMMUNITY. Any provision for indemnification shall not inure to the
38 benefit of any third party. Further, neither the County nor the City, by and through the
39 terms of this Agreement, intends to waive any immunity that they may be accorded by
40 law.

41 6. BUDGET.

42 a. The Sheriff shall annually prepare and submit to the City Administrator a budget no
43 later than June 25 of each year for the subsequent year. Said budget shall include

1 a five-year capital improvement plan. Such budget shall set forth the requested
2 funding from the City for law enforcement services under this Agreement.

3 b. The City Council shall approve a budget for law enforcement services and submit it to
4 the Sheriff no later than August 1. Said budget shall set aside funds for payments
5 under this Agreement, anticipated additional services, and capital improvements.

6 c. For the cost of services above and beyond the scope of this Agreement that result in
7 overtime expenses the Sheriff may request reimbursement from the City and the
8 City shall reimburse the Sheriff the cost of said services. The Sheriff shall inform
9 the City in advance, where possible, of the nature and proposed cost of the
10 additional services. The overtime costs for employee services shall be as follows:

11 i. 2010 - \$47.00 per hour

12 ii. 2011 - \$49.00 per hour

13 iii. In subsequent years – as agreed to in writing as an amendment to this
14 Agreement.

15 7. CAPITAL IMPROVEMENT PLAN. The Sheriff shall develop and submit to the City for
16 adoption a plan for capital improvements for law enforcement purposes. The budget may
17 provide for the creation of reserve funds for such capital improvements. Said reserve
18 funds shall be maintained by the City.

19 8. FUNDING.

20 a. The City agrees to pay, in arrears to the County the budgeted amount for law
21 enforcement services in equal monthly installments as shown in Appendix A -
22 Approved Budget. The County shall prepare a monthly invoice showing the
23 amount due and any additional charges or credits for the prior billing period. City
24 may not unilaterally decrease its level of funding from the amount budgeted upon
25 for any subsequent year, nor may the County unilaterally increase the amount
26 budgeted for any subsequent year.

27 b. Except as otherwise mentioned in this Agreement, all revenues received by the
28 County, not expended as designated, attributable to the activities and operations
29 of the Sheriff's Deputies assigned to the City or occurring in the City shall be paid
30 to the City or credited to the City's account. These revenues shall include, but not
31 be limited to:

32 i. Police Training Reimbursement;

33 ii. Alcohol, Tobacco & Other Drug (compliance) Grants

34 iii. Police PERA Aide

35 iv. Should the Sheriff receive reimbursement for the cost of additional services
36 from sources other than the City, the City's share of the reimbursement to
37 the Sheriff shall be reduced by the same amount received from other
38 sources.

39 c. All fines and revenue from forfeitures collected by the courts, the County, or the City
40 for violations occurring in the City shall be disbursed according to Minnesota
41 Statutes.

42 d. The following revenues generated by the County shall remain with the County:

- 1 i. Animal and vehicle impoundment fees, if the county pays the cost of
2 impoundment.
- 3 ii. Fees for reports, background checks, handgun permits, and other administrative
4 charges.
- 5 iii. Reimbursement of expenses from other agencies for law enforcements
6 services attributable to the activities and operations of the Sheriff's
7 Deputies assigned to the City or occurring in the City not covered by
8 payments from the City.

9 9. PERSONNEL, EQUIPMENT, FACILITIES & SUPPLIES.

- 10 a. Except as specified in paragraphs b and c below, the County shall furnish and supply
11 all supervision, personal gear, uniforms, communication facilities, dispatching
12 services, necessary office space, supplies, and personnel to render the law
13 enforcement services required under this Agreement. Except as otherwise
14 provided herein, the County shall retain ownership of all such materials acquired
15 for the purpose of complying with this Agreement.
- 16 b. The cost of all vehicles and necessary accessory equipment in the vehicles (hereinafter
17 referred to as "Equipment") required to provide law enforcement services in the
18 City shall be over and above the cost of providing service under this Agreement.
19 An inventory of necessary Equipment provided shall be found in Appendix B -
20 Equipment Schedule. Equipment shall be used by the Sheriff subject to the
21 following stipulations:
- 22 i. The City shall transfer to the County ownership of all Equipment currently
23 owned by the City at no cost to the County. Prior to the effective date of
24 this Agreement the Sheriff shall initially inspect the City owned
25 Equipment and accept or reject them for use by the Sheriff. Equipment
26 rejected shall be returned to the City. Equipment accepted by the Sheriff
27 shall be entered on the equipment schedule at no value and with an
28 estimated useful life as mutually agreed upon.
- 29 ii. Equipment to supplement the Equipment provided initially by the City shall be
30 provided by the County. The County shall initially purchase said
31 Equipment and charge the city monthly for the use of said equipment
32 based on the cost of said Equipment and its estimated useful life. This
33 cost shall be over and above the monthly compensation identified in
34 Section 8.a. above. The number and types of Equipment shall not exceed
35 that identified on Appendix B - Equipment Schedule.
- 36 iii. Vehicles used to provide services under this Agreement shall be marked in a
37 manner approved by all parties.
- 38 c. Other equipment owned by the City, not included above and to be used for the purpose
39 of carrying out the terms of this Agreement, may be transferred to the Sheriff's
40 Office at no cost to the County.
- 41 d. Other equipment owned by the City, not included above, may be transferred to the
42 Sheriff's Office upon agreement of mutually acceptable terms

43 10. DISTRIBUTION OF EQUIPMENT.

1 a. When the Sheriff finds it necessary to dispose of Equipment acquired under Section
2 9.b., for whatever reason, the property may be sold after receiving concurrence of
3 the City. The net revenues from said sale or disposition shall be deposited with
4 the County. In the case of Equipment initially provided by the City under Section
5 9.b.i. and 9.c. the Sheriff shall return the Equipment to the City for disposal.

6 b. Upon termination of this Agreement, any Equipment acquired under Section 9.b. and
7 9.c. shall be offered to the City at a cost equal to the remaining value of said
8 Equipment. If termination is initiated by the City the City shall be obligated to
9 pay the County for said Equipment. If termination is initiated by the County the
10 City may purchase any items of said Equipment at its discretion, but is not
11 obligated to do so.

12 11. SERVICES PROVIDED. County agrees, through the Sheriff, to provide police protection
13 within the corporate limits of the City to the extent and in the manner hereinafter set
14 forth, and to the extent required by law, by adopting this agreement, the City hereby
15 authorizes the Sheriff to provide these services specified herein within the corporate
16 limits of the City.

17 a. The services to be provided shall include those duties and functions of the type
18 customarily rendered by the Sheriff pursuant to Minnesota Statutes and rendered
19 by the Sheriff in the unincorporated area of the County.

20 b. City ordinances shall be enforced by the Sheriff.

21 c. Other services will be provided by the Sheriff, as set forth in Appendix C - Services to
22 be Provided.

23 12. REPORTS. The Sheriff shall prepare and submit to the City Administrator no later than the
24 second Thursday of each month a report detailing the law enforcement activities in the
25 City for the prior month.

26 13. DATA PRACTICES. The Sheriff shall be the Data Practices agent for any requests
27 involving action undertaken by the Sheriff's employees under this Agreement.

28 14. COMPLAINTS. The City shall forward any and all complaints regarding law enforcement
29 services in the City to the Sheriff. The Sheriff shall investigate any complaints, whether
30 referred by the City or not, according to the policies of the Sheriff. Upon resolution the
31 Sheriff shall forward a summary report of the complaint, investigation, and summary
32 action to the City Administrator.

33 15. TERM.

34 a. The initial term of this Agreement shall run until 11:59 p.m., December 31, 2011. It
35 shall continue thereafter, from year to year, unless specifically terminated by
36 either of the parties to this Agreement.

37 b. This agreement shall commence after the all parties have duly approved and signed
38 this Agreement and the City has notified the county of a commencement date for
39 the agreement.

40 c. At the commencement of this Agreement it is understood that the Sheriff may not be
41 able to provide all services immediately. During this ramp-up period the monthly
42 fee shall be adjusted to reflect the amount of service received. Said ramp-up

1 period shall be no longer than two months from the commencement of this
2 Agreement.

3 d. If, for any reason, after the ramp-up period the Sheriff is unable to provide all of the
4 services provided for under this Agreement the monthly fee shall be adjusted to
5 reflect the amount of service received.

6 16. TERMINATION.

7 a. This Agreement may be terminated after the initial term, with or without cause, upon
8 either party giving written notice to the other party of its desire to terminate prior
9 to August 1 of any year of this Agreement or of any extension thereof. Any such
10 notice of termination shall be effective on December 31 of the same year of the
11 giving of said notice.

12 b. After termination the County shall pay to the City, as received, any revenues described
13 in Section 8.b. above.

14 c. In case of termination of this Agreement by the City, the City shall reimburse the
15 County the cost of unemployment expenses incurred resulting from the layoff of
16 Sheriff's staff formerly providing services under this agreement. The City shall
17 only be obligated to pay for costs incurred within one year of the termination date
18 of the agreement.

19 17. APPLICABLE LAWS. This Agreement shall be interpreted under and in accordance with
20 the law of the State of Minnesota.

21 18. SEVERABILITY. If it should appear that any of the terms hereof are in conflict with any
22 rule or law or statutory provision of the State of Minnesota or are otherwise declared null
23 and void by any Court of competent jurisdiction, then such terms shall be deemed
24 inoperative and null and void without invalidating or otherwise affecting the remaining
25 provisions of this Agreement.

26 19. AMENDMENTS. Any amendments, deletions, or waivers of the provisions of this
27 Agreement shall be valid only when reduced to writing and signed by the parties.

28 20. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement of the parties
29 and shall supersede all oral agreements and negotiations between the parties relating to
30 the subject matter herein.

31 21. NON-DISCRIMINATION. The parties are committed to the policy that all persons shall
32 have equal access to its programs, facilities, and employment without regard to race,
33 color, creed, religion, national origin, sex, age, marital status, or sexual orientation.

34 22. OVERSIGHT. All parties to this Agreement agree to the necessity of continual
35 communications between all of the parties and therefore jointly establish an oversight
36 committee to ensure proper administration of this Agreement. The committee shall
37 consist of one county commissioner, one city council member, the sheriff, and two
38 members of the public, one appointed by the city council, and one appointed by the
39 county commission. Said committee shall meet semi-annually in January and July and at
40 other times as called by any of the committee members.

41 23. DISPUTES AND REMEDIES.

42 a. Negotiation. When a disagreement over interpretation of any provision of this
43 Agreement shall arise, all parties will direct staff members as they deem

1 appropriate to meet at least one (1) time at a mutually convenient time and place
2 to attempt to resolve the dispute through negotiation.

3 b. Mediation. When the parties to this Agreement are unable to resolve disputes, claims
4 or counterclaims, or are unable to agree upon an interpretation of any provision of
5 this Agreement through negotiation, either party may request mediation of the
6 issue by a neutral third party knowledgeable in the law and in the settlement of
7 disputes. The party requesting negotiation shall pay the costs of mediation except
8 the other parties' legal expenses.

9 c. Arbitration. When the parties to this Agreement are unable to resolve disputes, claims,
10 or counterclaims, or are unable to agree upon an interpretation of any provision of
11 this Agreement through negotiation or mediation, the parties may mutually agree
12 in writing to seek relief by submitting their respective grievances to binding
13 arbitration. All parties shall equally share arbitration costs except other parties'
14 legal expenses.

15 d. Adjudication. When the parties to this Agreement are unable to resolve disputes,
16 claims or counterclaims, are unable to negotiate an interpretation of any provision
17 of this Agreement or are unable to agree to submit their respective grievances to
18 mediation or arbitration, either party may seek relief through initiation of an
19 action in a court of competent jurisdiction.

20
21 IN WITNESS WHEREOF, The parties have hereunto set their hand on the dates below written.

22
23 Dated: 12/9/09

COUNTY OF KANABEC

24
25 By M. Kathi Ellis
26 Its Chairperson

27
28 ATTEST:

29
30 By Derry L. Tredt
31 Its Coordinator

32
33
34 Dated: 12/11/09

CITY OF MORA

35
36 By Gregory L. Clark
37 Its Mayor

38
39 ATTEST:

40
41 By Mason Helle
42 Its Clerk

1 Dated: _____
2
3
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11

KANABEC COUNTY SHERIFF

By Steve Schuch
Sheriff

ATTEST:

By Robert A. [Signature]
Chief Deputy Sheriff

12 APPROVED AS TO FORM AND EXECUTION
13
14
15
16
17
18
19

[Signature] 12/10/09
County Attorney

[Signature] 12/14/09
City Attorney

1
2
3
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5
6

APPENDIX A

Approved Budget

[TO BE INSERTED AT A LATER DATE]

Law Enforcement Services contract

Sergeant	1@ \$82,000		\$82,000	
Deputies	4@ \$73,000		\$292,000	
Law Enforcement Assistant	1@ \$49,000		\$49,000	
Part Time Deputy			\$14,000	
Capital Equipment (+\$41,000)				
Vehicle repairs			\$10,000	
Gas, oil, & misc.			\$24,000	
Training, small equipment, repairs, & Office supplies			\$10,500	
Cell phones			\$2,400	was 2,300
Auto Insurance			\$2,500	added
			<hr/>	
			total	\$486,400
	Administration Charge 5%			\$24,320
			<hr/>	
			total	\$510,720
Office set up and misc. one time expense			\$40,000	
			<hr/>	
2010	5%	Grand total	\$536,256	
2011	5%	Grand total	\$563,068	
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July 2009	-50%	\$255,360	Grand total	\$295,360

Hourly rate

The annual amount is based on the multiplication of the deputy's hourly rate, hours per day, and days per year. The 2009 hourly rate for the one deputy is \$46.00 per hour, 2010 is \$47.00, and 2011 is \$49.00. The hours that a deputy is in the City to answer complaints, enforce City ordinances and/or State Laws, and patrol, shall be assigned to by the Sheriff or this designee.

Additional Personnel. If in the judgment of the City and/or the Sheriff it is necessary to add additional temporary law enforcement personnel for special events sponsored by the City, such personnel shall be hired by the Sheriff and supervised as by the Sheriff along with the Sheriff's employees performing services under the terms of this Agreement. The City agrees to reimburse the Sheriff for the additional personnel used at special events at the hourly rate.

APPENDIX B

Equipment Schedule

The following equipment shall be deemed necessary and at a cost over and above the monthly contract amount:

Item	Cost	Salvage	Useful Life	In Service
1 patrol vehicle				
2 patrol vehicle				
3 patrol vehicle				
4 patrol vehicle				
5 patrol vehicle				
1 vehicle radio				
2 vehicle radio				
3 vehicle radio				
4 vehicle radio				
5 vehicle radio				
1 radar				
2 radar				
3 radar				
4 radar				
5 radar				
1 rifle				
2 rifle				
3 rifle				
4 rifle				
5 rifle				
1 mobile display terminal				
2 mobile display terminal				
3 mobile display terminal				
4 mobile display terminal				
5 mobile display terminal				
1 light bar & lights				
2 light bar & lights				
3 light bar & lights				
4 light bar & lights				
5 light bar & lights				
1 cage				
2 cage				
3 cage				
4 cage				
5 cage				
1 vehicle video camera				
2 vehicle video camera				
3 vehicle video camera				

4 vehicle video camera				
5 vehicle video camera				
1 computer				
2 computer				
3 computer				
4 computer				
5 computer				
1 portable radio				
2 portable radio				
3 portable radio				
4 portable radio				
5 portable radio				
1 PBT				
2 PBT				
3 PBT				
4 PBT				
5 PBT				
1 Level IIIA body armor				
2 Level IIIA body armor				
3 Level IIIA body armor				
4 Level IIIA body armor				
5 Level IIIA body armor				
1 vehicle gun lock				
2 vehicle gun lock				
3 vehicle gun lock				
4 vehicle gun lock				
5 vehicle gun lock				
1 flashlights (2)				
2 flashlights (2)				
3 flashlights (2)				
4 flashlights (2)				
5 flashlights (2)				
1 digital camera				
2 digital camera				
3 digital camera				
4 digital camera				
5 digital camera				
1 tazor				
2 tazor				
3 tazor				
4 tazor				
5 tazor				
1 first aid kit with O2				
2 first aid kit with O2				
3 first aid kit with O2				
4 first aid kit with O2				
5 first aid kit with O2				

1 fire extinguisher				
2 fire extinguisher				
3 fire extinguisher				
4 fire extinguisher				
5 fire extinguisher				
1 finger print kit				
2 finger print kit				
3 finger print kit				
4 finger print kit				
5 finger print kit				
1 stop stick				
2 stop stick				
3 stop stick				
4 stop stick				
5 stop stick				
1 AED				
2 AED				
3 AED				
4 AED				
5 AED				
1 digital voice recorder				
2 digital voice recorder				
3 digital voice recorder				
4 digital voice recorder				
5 digital voice recorder				
1 binoculars				
2 binoculars				
3 binoculars				
4 binoculars				
5 binoculars				

- 1
- 2 For each piece of equipment a depreciation schedule shall be maintained identifying the item,
- 3 the useful life, the vendor, the manufacture, the model, the acquisition date, the initial cost, and
- 4 salvage value if any at the end of the useful life.

APPENDIX C

Services to be Provided

- Twenty-four hour per day/365 day per year patrol by at least one Sheriff's Deputy and patrol car.
- Funeral escorts
- Parade escorts
- National Night Out event
- Neighborhood Watch Program
- Liaison to attend weekly department head meetings.
- Liaison to attend city council meetings when requested.
- School liaison (if requested by school) (may be a service provided directly by the county).
- D.A.R.E. or other drug education/prevention programs (if requested by school) (may be a service provided directly by the county).
- Participate in a variety of community activities where practicable.
- City employment background checks
- Tobacco/alcohol compliance checks
- Delivery of meeting agenda packets
- Business visits in the downtown and highway 65 areas.
- Foot patrols in the downtown area.

City of Mora Law Enforcement Services contract renewal (2023)

Sergeant	(+5.7%)	\$116,958
Deputies	(+10.9%)	\$421,491
Law Enforcement Assistant	(+4.5%)	\$65,332
Part Time Deputy	(+11.9%)	\$42,554
Vehicle repairs		\$ 8,000
Gas, oil, & misc.	(+33%)	\$33,297
Training, small equipment, repairs, & Office supplies		\$15,000
Taser lease		\$2,673
Cell phones/MDT Service		\$3,015
Auto Insurance		\$3,141
		<hr/>
		Total \$711,443
	Administration Charge 5%	\$35,572
		<hr/>
		Total \$747,015

2018	+1.5% Total	\$652,242
2019	+ 0% Total	\$652,242
2020	+2.1% Total	\$666,300
2021	+.68% Total	\$670,859
2022	+1.5% Total	\$681,321
2023	+9.6% Total	\$747,015

Additional Personnel:

If it is necessary to add additional temporary law enforcement personnel for special events sponsored by the City, such personnel shall be hired by the Sheriff and supervised as by the Sheriff along with the Sheriff's employees performing services under the terms of this Agreement. The City agrees to reimburse the Sheriff for the additional personnel used at special events at the hourly overtime rate. The 2023 hourly overtime rate for the one deputy is \$68.66 per hour.

24 Hour Coverage:

4 deputies and one sergeant for 24 hour seven day per week coverage with administrative and patrol supervision:

Capital Improvement Line Items:

- Squad Radar System (\$4,000)
- In car computer/ Mobile Data Terminal (\$4,500)

Increase:

This contract reflects a 9.6% increase from 2022 as a result of all county staff wage increases along with increased fuel prices. No other increases were incurred from 2022.