

**City of Tower/Breitung Township  
City Council/Township Board**

Special Meeting

March 17, 2021

Wednesday, 5:30pm

Civic Center and Electronic Meeting via GotoMeeting

1. Start e-Recording
2. Call to Order / Roll Call
3. Accept Agenda
4. Joint Business
  - 4.1 Police Coverage- Short-term options
  - 4.2 Police Coverage-Long-term options
5. Adjourn

City of Tower/Breitung Township: Special Meeting, Wednesday, March 17, 2021 at 5:30pm

Wed, Mar 17, 2021 5:30 PM - 7:30 PM (CDT)

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/969314509>

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# Township of Breitung Agenda-Special Meeting

**Township of Breitung Special Board Meeting 03/17/2021**

**Tower Civic Center, 402 Pine St., Tower, MN @ 5:30 pm**

**In person and via audio/video conference**

**Call in information 1-877-309-2073, Access Code 969 314 509**

**Join meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/969314509>

- Call the meeting to order/Roll Call

## Joint Business

- Short Term Goals
- Long Term Goals

Adjourn

**LAW ENFORCEMENT SERVICES AGREEMENT FOR  
THE CITY OF \_\_\_\_\_**

THIS AGREEMENT is by and between the COUNTY OF ST. LOUIS, hereinafter referred to as the "County," and the CITY OF \_\_\_\_\_, hereinafter referred to as the "City," both parties being bodies corporate and politic existing under the laws of the State of Minnesota.

**WITNESSETH:**

WHEREAS, the City desires the County to provide law enforcement services for the City pursuant to a written agreement; and

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

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes Section 471.59.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, the parties do agree as follows:

1. The County, through its Sheriff, will provide law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth. Such services will encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Office of the County under the laws of the State of Minnesota, and will also include the enforcement of City's lawfully enacted ordinances when: 1) there is no civil enforcement remedy available; or 2) when specifically requested by the City and agreed upon by the County, in writing. Except as otherwise provided in this Agreement, Sheriff's deputies assigned to provide services will remain within the vicinity of the City during assigned hours, except as is reasonably necessary to render aid in cases of emergency away from the assigned territory, and to respond to calls or incidents outside the City's limits. The Sheriff's Office will assign a deputy to patrol and answer calls within the City for approximately 40 hours per week, according to a schedule mutually agreed

upon by the parties. Compensated time off for the assigned deputy or deputies will not be backfilled with other staff, except: 1) as expressly requested by the City's authorized agent, as set forth herein; or 2) after such compensated time off exceeds 28 consecutive days. Any such requests will be filled by the Sheriff at the overtime rate applicable for the substitute deputy, subject to the availability of personnel and collective bargaining agreement rights. The performance of such services, the standards of performance, discipline of the officers, other matters incident to the execution of this Agreement, and the control and number of personnel will remain the responsibility of the County.

2. The County, through the Sheriff's Office, will provide a monthly written incident/activity report, including but not limited to enforcement of City ordinances, to the City Council. The Sheriff will provide other information to the City Council upon request. In addition, the Sheriff will make reasonable efforts to have a representative present at regularly scheduled meetings of the City Council as scheduling and law enforcement duties reasonably permit. The City and the County acknowledge that both are bound by the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) in the sharing of information between agencies and with third parties.

3. To facilitate the performance of these law enforcement functions, the City will:

A. Provide the County with full cooperation and assistance from the City and the City's officers, agents, and employees and give full access to any records or data of the City needed in performance of the duties and responsibilities arising under this Agreement.

B. Provide Sheriff's deputies with suitable furnished office space in a mutually agreeable location. The City will pay for basic utilities for this office space, including but not limited to electricity, water, sewer, and heat. The City will allow County personnel access to the office space and other City facilities for the purposes of installing equipment to

enable Sheriff's deputies to access County computer and communication systems from the office. The City will reimburse County for any hardware, software, licensing, communications, and/or maintenance fees arising out of this Agreement and attributable to other County deputy sheriffs having similar duties. City will insure that only authorized law enforcement personnel are allowed to access County computer, telephone or other systems.

C. Reimburse the County for the use of one (1) squad car for use by a County deputy assigned to City at the rate indicated in Exhibit A.

D. Provide enforcement staff and legal staff support to assist in investigating and responding to violations as needed.

E. Undertake full responsibility for prosecuting any violations of the City's ordinances, including providing legal staff, hearing administration, notice, and any other legal requirements.

4. For the purpose of performing said functions, the County will furnish and supply all necessary labor, supervision, communication, and dispatching necessary to maintain the level of services to be rendered hereunder. Deputies assigned by the Sheriff to perform duties on behalf of the City will remain at all times County employees, subject to the direction and control of the Sheriff or the Sheriff's designee. It is expressly understood by the parties that assignment to the City is subject to the terms and conditions of the governing collective bargaining agreement(s) for County's deputies. The County will maintain workers' compensation insurance coverage for the Sheriff's employees for injuries or sickness arising out of and in the course of their employment; costs associated with the insurance will be paid by the County and reimbursed by the City in accordance with this Agreement.

5. With respect to any salaries, wages, or other compensation of any County personnel performing services hereunder for the City, the City will not

be called upon to assume any responsibility for record keeping or procedures for payment. Further, the City will not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services; personnel will be paid by the County and reimbursed by the City in accordance with this Agreement.

6. The County and the County's officers and employees will not be deemed to assume any liability for negligent acts of the City or any of the City's officers or employees, and the City will defend, indemnify, and save harmless the County and the County's officers and employees from any and all claims for damages resulting therefrom, including reimbursement of costs and attorney fees, resulting from negligent acts of City officers or employees. Subject to the limitation below, the City will defend and indemnify the County and the County's officers and employees from any and all claims for damages arising from negligent or intentional acts by the County, the County's officers and employees, including reimbursement of costs and attorney fees, which occur pursuant to the performance of services under this Agreement. The County specifically retains the right to select legal counsel of its choice for County defense in the above-stated circumstances. Notwithstanding any other provision of this Agreement, the maximum liability for the City, including but not limited to damages, attorney fees, and costs, will be limited to those tort amounts set forth in Minn. Stat. Sec. 466.04, except in circumstances where claims in excess of that amount are permitted under Federal law. The City will not be required to defend or indemnify any County employee: 1) for acts resulting from the individual's malfeasance, willful neglect of duty, or bad faith; or for damages in excess of the limits of the City's insurance obligations identified in paragraph 7.

7. The City will purchase insurance coverage for its potential obligations and liabilities pursuant to this Agreement, in an amount not less than \$4,000,000; such purchase will not operate as a waiver of liability limits pursuant to Minn. Stat. Sec. 466.04. Proof of insurance will be provided to the

County, which will be named as an Additional Insured on a primary and non-contributory basis. Any reduction in the limits of the insurance or removal of the County as an Additional Insured will void this Agreement.

8. The City agrees to pay to the County the costs of performing all services covered by this Agreement at actual cost for each hour that a deputy provides services hereunder, as detailed in Exhibit A (Law Enforcement Service Cost Detail) and Exhibit B (Collective Bargaining Agreement Pay Plan) of this Agreement. Exhibit A (1) represents the minimum cost to the City for wages and squad expenses, while Exhibit A (2) represents the maximum cost for wages and squad expenses (even if the deputy assigned is at a higher wage rate than indicated); reimbursements or expenses listed in paragraph 3 may cause the total City expenditure to exceed Exhibit A (2) costs. The parties acknowledge that the costs indicated in Exhibits A and B are based on the current collective bargaining agreement(s) that includes annual wage increases for the bargaining unit members. As a result, on or before September 15 of each year, the County will provide notice of the anticipated budgeted cost for these services in the subsequent calendar year. Unless the City terminates this Agreement, such notice of budgeted costs will constitute a substituted Exhibit A to this Agreement, without requiring formal amendment or re-execution of this Agreement. Exhibit B will be updated to reflect the current applicable collective bargaining agreement in subsequent years. Authorized expenditures include but are not limited to: costs for salary, fringe benefits, vacation leave, personal leave, sick leave, allocated administrative costs, indirect costs, and workers' compensation coverage.

9. Actual computation of amounts due hereunder will be made by the County Auditor and will be billed monthly to the City. The parties may agree, in writing, to increase patrols or law enforcement presence (1) at events or special functions; (2) in the event of overtime incurred as a result of activities occurring within the City or exigent circumstances arising therefrom; or (3) by mutual agreement, signed by all parties, to increase such services. By March

31, a reconciliation of the prior year costs will be prepared by the County and transmitted to the City. The reconciliation will indicate charges payable by the City, or any credits that are owed to the City based on: 1) any discovered variances with invoiced costs; and 2) receipt of state aid by the County pursuant to Minn. Stat. Sec. 69.011 that is directly attributable to the deputy assigned in accordance with this agreement.

10. Total costs as budgeted by the parties will specifically not include any amounts as described in Paragraph 6 of this Agreement that may occur during the contract term or other costs relating to the defense or payment of any personal injury or property damage claims or litigation amounts through indemnification or recovery. It is understood and agreed by the parties that further negotiations may occur to revise, delete, or add to language in this Agreement or to correct the amount paid to reflect actual costs and that any changes made hereafter will be in writing and attached hereto as addenda to this Agreement.

11. This Agreement will be effective commencing upon approval and signature of the parties hereto, and will be automatically renewed on January 1 of each successive year, unless notice of termination is given by the parties as provided in Paragraph 11 herein. Except as set forth in Paragraph 8 herein, this Agreement may not be modified or amended except by written agreement signed by all parties to this Agreement.

12. Either party may terminate this Agreement, with or without cause, upon written notice to the other party not less than ninety (90) calendar days prior to the date of such termination. Notice of termination will be directed to the Clerk of the City, or to the Clerk of the County Board of Commissioners and the County Sheriff. In the event that the City fails to make payment for services or costs billed pursuant to this Agreement, the County, upon thirty (30) days' written notice directed to the City Clerk, may declare this Agreement breached and may proceed with litigation to recover its damages in law and equity resulting from the breach. The City will compensate the County for all



services provided pursuant to this Agreement, up to the date of termination, in accordance with Paragraphs 8 and 9 of this Agreement. The City agrees that it will compensate the County for all costs, disbursements, expenses, and attorney fees caused by the City's breach of this Agreement. Upon termination of this Agreement, all parties will retain any property that party has purchased or acquired in furtherance of this Agreement, unless otherwise mutually agreed, in writing, by all parties to this Agreement.

13. It is further understood that payment and receipt of any fine and/or forfeiture monies resulting from arrests made by County deputies within the jurisdictional territory of the City will be disbursed pursuant to statute.

14. Authorized Representatives: The Sheriff's authorized representative for all scheduling matters will be the Supervising Deputy of the Duluth office. The City's authorized representative will be \_\_\_\_\_.

*THE REMAINING SPACE HAS INTENTIONALLY BEEN LEFT BLANK*

IN WITNESS WHEREOF, the City of \_\_\_\_\_, by Resolution No. \_\_\_\_\_ duly adopted by its Governing body on \_\_\_\_\_, has authorized this Agreement to be signed by its Mayor and attested to by its Clerk; and the County, by Resolution No. \_\_\_\_\_ duly adopted by its Board of Commissioners on \_\_\_\_\_, has authorized the signing of this Agreement.

**CITY OF \_\_\_\_\_**

**COUNTY OF ST. LOUIS**

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
MICHAEL JUGOVICH  
Chair of County Board

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
NANCY NILSEN  
Auditor/Clerk of the Board

APPROVED AS TO FORM &  
EXECUTION:

BY: \_\_\_\_\_  
ROSS LITMAN  
Sheriff

BY: \_\_\_\_\_  
City Attorney

APPROVED AS TO FORM & EXECUTION:  
MARK RUBIN  
St. Louis County Attorney

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
THOMAS STANLEY  
Assistant County Attorney

Dated: \_\_\_\_\_

EXHIBIT A (1)

LAW ENFORCEMENT SERVICE LOW ESTIMATED COST DETAIL

Salaries - 1 deputy average - Step 1	\$50,170.00
Medical (2021 rates \$22,447.92 family, \$10,726.20 single)	10,726.20
Life	54.00
Dental	496.38
Disability	80.22
PERA (19.41% of salary)	9,738.00
FICA (Medicare 1.45%)	727.47
Benefits - 1 deputy average	21,822.27
Workers comp (2021 rate per deputy)	4,588.68
<b>Total Personnel Costs for one Full-Time Deputy</b>	<b>\$76,580.95</b>
<b>Operational costs</b>	
MDC fees	420.00
SHIELD fees	475.00
Cell phone	540.00
Auditor's fees	537.00
Clerical support	5,367.26
Employee clothing allowance	718.00
<b>Total other costs</b>	<b>\$8,057.26</b>
<b>Total costs for one deputy</b>	<b>\$84,638.21</b>
Vehicle costs - leased vehicle	\$15,260.00
Gas, licensing, repairs, insurance incl	
<b>With vehicle</b>	<b>\$99,898.21</b>

EXHIBIT A (2)

LAW ENFORCEMENT SERVICE HIGH/FIXED ESTIMATED COST DETAIL

Salaries - 1 deputy average - Step 5	\$59,197.00
Medical (2021 rates \$22,447.92 family, \$10,726.20 single)	22,447.92
Life	66.00
Dental	496.38
Disability	92.39
PERA (19.41% of salary)	11,490.14
FICA (Medicare 1.45%)	858.36
Benefits - 1 deputy average	35,451.19
Workers comp (2021 rate per deputy)	4,588.68
<b>Total Personnel Costs for one Full-Time Deputy</b>	<b>\$99,236.87</b>
<b>Operational costs</b>	
MDC fees	420.00
SHIELD fees	475.00
Cell phone	540.00
Auditor's fees	537.00
Clerical support	5,367.26
Employee clothing allowance	718.00
<b>Total other costs</b>	<b>8,057.26</b>
<b>Total costs for one deputy</b>	<b>\$107,294.13</b>
Vehicle costs - leased vehicle	\$ 15,260.00
Gas, licensing, repairs, insurance incl	
<b>With vehicle</b>	<b>\$122,554.13</b>

EXHIBIT B

DEPUTY SHERIFF COLLECTIVE BARGAINING AGREEMENT PAY RATES

PAY PLAN RB-1

ST. LOUIS COUNTY CIVIL SERVICE - DEPUTY SHERIFF'S ASSOCIATION

2019 PAY PLAN

REFLECTS 2.5% Salary Increase

Effective 12/22/2018

Includes 24-hr duty pay

Deputy Sheriff - Grade 20

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step L1</u>	<u>Step L2</u>	<u>Step L3</u>	<u>Step L4</u>
Annually	50,170	51,938	56,555	58,388	59,197	62,046	64,314	68,768	69,181
Monthly	4181	4328	4713	4865	4933	5171	5359	5584	5765
Biweekly	1829.60	1997.60	2175.20	2245.60	2276.80	2386.40	2473.60	2568.00	2660.80
Hourly	24.12	24.87	27.19	28.07	28.46	29.83	30.92	32.10	33.26

## Police Billing and Coverage March 2021

	Breitung	Tower
Base Billing	\$ 9,498.35	\$ 9,498.35
Revenue Available		\$ 18,996.70
Less:		
Coverage through 03/05/2021	\$ 1,531.99	\$ 1,533.99
Health Insurance for the month of March	\$ 753.00	\$ 753.00
Office Use and Dept. Closure	\$ 500.00	\$ 500.00
Remaining Revenue Balance		\$ 13,426.72
Total		\$ 5,569.98

St. Louis Co. Sheriff cost \$70/hr

<b>Hours</b>	<b>Days</b>
192	

Hours Available  
Based on \$13,426.72/\$70/hr

Coverage:

Fri/Sat Coverage @ 12 hours	72	6
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Weekday Coverage @ 10 hrs	120	10
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