



AGENDA SECTION	CONSENT
MEETING DATE	JANUARY 11, 2021

CITY OF COLUMBIA HEIGHTS - COUNCIL LETTER

ITEM:	Authorize Mayor and City Manager to Enter into Contract for Police Service with City of Hilltop		
DEPARTMENT:	Police	CITY MANAGER'S APPROVAL:	
BY/DATE:	Chief Lenny Austin/January 5, 2021	BY/DATE:	<i>Kell Bonyea</i> 1/8/20
CITY STRATEGY:	#1; Safe Community		
Additional Strategy?	Choose an item.		
SHORT TERM GOAL (IF APPLICABLE):	#6 Build On and Expand Collaboration with the School District and Other Public Entities		
Additional Goal?	Choose an item.		

BACKGROUND:

The City has been involved in discussions with the City of Hilltop reference continuation of the current contract for Police service from the City of Columbia Heights.

The attached contract is the result of the discussions and includes a 4% per year increase for each of the three (3) years of the contract. As part of this process, Hilltop has agreed to institute changes to their property maintenance code, which will result in additional options for the Hilltop council to manage problem properties with high calls for service. They are finalizing the details of this change with the fire department.

STAFF RECOMMENDATION:

It is the recommendation of the Police Chief that the Council approve the Police Contract with the City of Hilltop for the years 2021 to 2023, at the rates specified in the attached service contract.

RECOMMENDED MOTION(S):

MOTION: Move to authorize the Mayor and the City Manager to enter into a Police Service Contract with the City of Hilltop for the years 2021 to 2023 at the rates specified in the contract.

ATTACHMENTS: Contract for Police Services with the City of Hilltop

**JOINT AGREEMENT AND CONTRACT
BETWEEN THE CITY OF COLUMBIA HEIGHTS
AND THE CITY OF HILLTOP
FOR POLICE SERVICES**

This agreement made and entered into by and between the City of Columbia Heights, hereinafter referred to as "Columbia Heights" and the City of Hilltop, hereinafter referred to as "Hilltop;"

WITNESSETH:

WHEREAS, Columbia Heights presently has a Police Department; and

WHEREAS, Hilltop has discontinued its police department and has contracted for police services with Columbia Heights in past years.

THEREFORE, it is mutually agreed:

SECTION I

That Columbia Heights shall furnish to Hilltop police protection to the same extent as is afforded to Columbia Heights by the Police Department of Columbia Heights.

SECTION II

That Columbia Heights shall patrol the streets and answer all calls for police protection in Hilltop.

SECTION III

That Columbia Heights police officers shall provide for general police services to include responding to calls, investigating crimes, making arrests, charging criminal activity, providing animal control services for domestic animals, issuing traffic and ordinance violation tickets, conducting liquor or beer license investigations as requested by Hilltop or required by law, making court appearances as part of their police duties for Hilltop, and engaging Hilltop residents in community policing activities. Columbia Heights shall maintain a record of the same similar to the records kept by Columbia Heights, except that the records prepared for Hilltop shall be made available to Hilltop officials at any time, and upon termination of this Agreement, shall be delivered to Hilltop. Availability of records pursuant to this section shall be subject to the limitations of the Government Data Practices Act.

SECTION IV

That Hilltop shall, at the time of the authorization for the execution of this Agreement, adopt a resolution empowering and authorizing the police officers of Columbia Heights to have the power of arrest in Hilltop and deliver to Columbia Heights a certified copy of said resolution.

SECTION V

That Columbia Heights shall furnish to the Hilltop City Council a monthly report in writing. Said report shall be in such reasonable detail as requested by said Hilltop Council.

SECTION VI

That Columbia Heights shall provide Hilltop with animal control services for domestic animals, including response to complaints regarding domestic animals; animals at large; trapped and confined animals; impoundment of potentially dangerous dogs and dangerous dogs; issuance of appropriate citations for ordinance violations and violations of statute related to animals; and, pickup and transport of domestic animals to the impound facility chosen and contracted with by the City of Hilltop.

SECTION VII

That as for compensation for these contracted services, Hilltop shall pay to Columbia Heights for police patrol the following amount covering the period corresponding thereto as described below, to-wit:

January 1, 2021, through December 31, 2021	\$278,928.44
January 1, 2022, through December 31, 2022	\$290,085.58
January 1, 2023, through December 31, 2023	\$301,689.00

SECTION VIII

That the contract is for a three-year term beginning January 1, 2021 and ending on December 31, 2023. Either party may terminate this Agreement effective the anniversary date of January 1 only upon material breach by the other party of the terms of this agreement and only upon five months' written notice to the other party, except as follows:

That Columbia Heights may terminate this Agreement upon forty-five (45) days' written notice when any semi-annual payment required by Hilltop has not been received by Columbia Heights during normal business hours thirty (30) calendar days after July 31 and after December 31, respectively. Payments made thirty (30) days after July 31 and December 31, respectively, but prior to the forty-five (45) days' notice of cancellation, shall void the cancellation. Should substantial and material changes in conditions occur which are beyond the control of either Columbia Heights or Hilltop such that performance by Columbia Heights or Hilltop becomes impossible, then this Agreement can be terminated by Columbia Heights or Hilltop upon five (5) months' written notice by either city.

SECTION IX

That Hilltop shall pay the contract compensation as follows:

January 1, 2021	\$139,464.22
July 1, 2021	\$139,464.22
January 1, 2022	\$145,042.79
July 1, 2022	\$145,042.79
January 1, 2023	\$150,844.50
July 1, 2023	\$150,844.50

Payments made after the due date shall bear interest at the rate of 8% on the delinquent balance until paid.

SECTION X

That Hilltop shall indemnify Columbia Heights and hold it harmless from all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities arising out of police services furnished by Columbia Heights to Hilltop. However, such indemnification liability of Hilltop to Columbia Heights shall specifically exclude workers' compensation claims, motor vehicle no-fault claims (PIP), health and medical care costs for Columbia Heights employees.

Hilltop has obtained insurance coverage from LMCIT to cover this contractual liability. Hilltop's liability to Columbia Heights shall be limited to the coverage afforded by this insurance policy, except that the \$10,000.00 deductible provision of the policy shall not apply to Hilltop's responsibility to indemnify Columbia Heights. Hilltop shall name Columbia Heights as a certificate holder on said insurance policy, and the policy shall bear a provision that requires that insurer give Columbia Heights not less than thirty (30) days' written notice of termination, cancellation, or any change in coverage under the policy. The cancellation provision may not bear a disclaimer limiting the obligation of the insurer to only "endeavor" to give notice and may not contain a disclaimer that the insurer shall bear no responsibility by failing to provide such notice.

Columbia Heights shall have the right to examine and inspect any policies of insurance issued to cover Hilltop's contractual liability established by this Agreement, including the first policy to be issued hereunder. Columbia Heights shall further have the right to demand reasonable assurances from Hilltop's insurers that Hilltop's insurers will not attempt to invalidate the indemnity provisions of the contract.

Hilltop agrees to use its best efforts to maintain the same or similar liability insurance during the term of this Agreement.

This Agreement to indemnify and hold harmless does not constitute a waiver by either Columbia Heights or Hilltop of limitations on liability provided by Minnesota Statutes, Chapter 466.

SECTION XI

Notwithstanding any provision herein to the contrary, in the event that Hilltop fails to maintain and furnish to Columbia Heights required policies of insurance as satisfactory to Columbia Heights or if Hilltop's insurer fails to provide the assurances required, Columbia Heights may at any time during the term of this Agreement terminate this Agreement effective upon sixty (60) days' written notice to Hilltop.

SECTION XII

Columbia Heights and Hilltop agree to resolve all disputes among them arising from this Agreement by arbitration and without the time and expense associated with court proceedings, pursuant to the terms of the Minnesota Arbitration Act, Minnesota Statutes Chapter 572, et seq., and in agreeing to refrain from bringing suit against each other for the duration of this Agreement, the arbitration established by this Agreement shall be conducted according to the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties have duly executed this Agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

Dated this _____ day of _____, 20__.

Approved as to form:

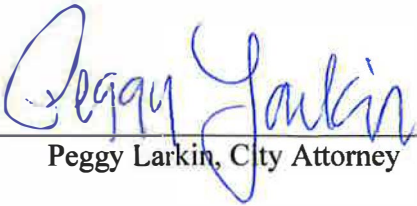
CITY OF COLUMBIA HEIGHTS
A Municipal Corporation

By _____
Jim Hoeft, City Attorney


By _____
Amáda Márquez Simula, Mayor
For Columbia Heights

and _____
Kelli J. Bourgeois, City Manager

Approved as to form:

By 
Peggy Larkin, City Attorney

CITY OF HILLTOP
A Municipal Corporation

By 
Linda Johnson, Mayor Pro Tem
For Hilltop

and 
Ruth Nelsen, City Clerk