

LAW ENFORCEMENT SERVICES AGREEMENT

This is an Agreement ("Agreement") between Pipestone County ("County") and the City of Pipestone ("City"). The County and the City may hereinafter be referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the parties to this Agreement are interested in contracting for the performance by the County of the following described law enforcement functions for and within the boundaries of the City through the Pipestone County Sheriff;

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself;

WHEREAS, Minnesota Statutes, section 436.05 authorizes a city and county to contract for law enforcement services through the use of equipment and personnel under the control of the contracting governmental unit.

WHEREAS, the City has determined it is in its best interests to contract with the County for law enforcement and public safety services for the effective, efficient, and economical delivery of community policing and critical services; and

WHEREAS, the County and the City are agreeable to contracting for such services under the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

- I. Recitals and Exhibits. The foregoing recitals and all exhibits attached to this Agreement are hereby incorporated and made a part of this Agreement as if fully set forth herein.
- II. Term and Termination.
 - A. The Agreement shall become effective and commence on January 1, 2026 and shall terminate on December 31, 2030 ("Term"). This Agreement shall not automatically renew and includes no options for renewal.
 - B. Either party may terminate this Agreement, with or without cause, by notifying the County or City in writing of their intent to terminate the Agreement by giving notice. Any such notification of intent to terminate shall be provided within twelve

(12) months of the termination.

- C. Notice to the County shall be given to the County Board and the County Sheriff in person or by certified mail, and notice to the City shall be given to the City Clerk or City Administrator in person or by certified mail.
- D. Notwithstanding any other provision this Agreement may be terminated:
 - 1. In the event that the City is in default for non-payment and fails to cure the default after 15 days written notice; or
 - 2. A party has been given written notice of a material breach of the terms of this agreement and has failed to cure within 90 days.

III. Scope of Services.

- A. The County agrees, through the Pipestone County Sheriff's Office, to provide law enforcement services to the City which will include, but not be limited to, the following:
 - 1. Patrol services with patrolling of residential areas, businesses, parks, and other public property areas;
 - 2. Enforcement of Minnesota Statutes, County ordinances and those City ordinances that are related to criminal, traffic and public safety issues are consistent with state law;
 - 3. Traffic enforcement;
 - 4. Criminal investigative services;
 - 5. Follow-up on reported crimes with person who reported the crime, including notification by telephone or mail as to the status of the investigation as needed;
 - 6. Responses to medical, fire and other emergencies as appropriate;
 - 7. Dispatching and other necessary communication services;
 - 8. Special event traffic patrol and patrol services for community festivals or other special events; and
 - 9. Quarterly attendance of the Sheriff or Sheriff's designee at City Council meetings, if requested.
- B. Except as otherwise hereinafter specifically set forth, such services shall encompass

duties and functions of the type coming within the jurisdiction of the Sheriff of Pipestone County under state statutes.

- C. The manner and standards of performance, the discipline of deputies and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the County. The patrol hours shall be scheduled under the direction of the Sheriff of Pipestone County. The Sheriff shall consider requests or recommendations of the City in scheduling these patrol hours.
- D. The County's contractual obligations under this Agreement do not lessen the County's obligation to provide patrol and police protection services to the City. The County's contractual obligations under this Agreement shall also recognize the underlying historical obligations that Pipestone County has to provide police protection in the City.
- E. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the Sheriff's Office agrees to meet with the City Administrator to discuss the dispute and proposed resolution(s). The Sheriff's Office has the sole and exclusive authority to determine how to resolve such a dispute between the parties hereto, subject however, to the provisions of this Agreement.
- F. In the event the City, through its elected body or an authorized agent, notifies the Sheriff's Office that the City is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the Sheriff's Office shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Sheriff's Office to provide services to other areas of Pipestone County in a timely and efficient manner.
- G. All deputy sheriffs, clerks, and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County for all purposes.
- H. To facilitate the County's performance pursuant to this Agreement, the City agrees that the County shall have full cooperation and assistance from City, agents and employees. The City shall designate a liaison.
- I. The County shall furnish and supply all necessary labor, supervision equipment, communication facilities and dispatching, transcription services and supplies necessary to provide services pursuant to this Agreement, except as specifically set forth in this Agreement.

IV. Mutual Indemnification.

- A. 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 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 Agreement. Liability of the County or City shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.
- B. It is further understood that Minnesota Statutes, section 471.59, subd. 1a, applies to this Agreement. To the full extent permitted by law, actions by the 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 as 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 reasonability for the acts or omissions of the other party.
- C. Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonable giving rise to actual or potential liability, claims, cause of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.
- D. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, section 466.04.
- V. Insurance. Pipestone County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation and public officials' liability insurance in amounts deemed appropriate by the County. The County shall name the City as an additional insured on all policies, except for the worker's compensation policy, related to this Agreement.
- VI. Costs and Payment. The City agrees to pay the County in the amounts set forth in Exhibit A attached hereto. Payment shall be made no later than January 15th of the contract year.
- VII. Law Enforcement Liaison Committee. A Law Enforcement Liaison Committee ("Committee") shall be established consisting of three (3) members appointed by the City and three (3) members appointed by the County. The Committee shall be informed by the Sheriff's Office of activities in the City, discuss services rendered by the Sheriff's Office and provide input to the Sheriff's Office with regard to City resident concerns and how the Sheriff's Office can help the City. Meetings shall be held, at a minimum, semi-annually.

VII. General Provisions.

- A. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and the City and attached to the original of this Agreement.
- B. This Agreement shall be interpreted under the laws of the State of Minnesota.
- C. If any term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, such provision shall be null and void, but shall not serve to invalidate the Agreement as a whole. The remaining provisions of the Agreement shall remain in full force and effect.
- D. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this supersedes all oral agreements and negotiations between the parties relating to the subject matter.
- E. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
- F. The Sheriff's Office shall provide to the Municipality an annual report and quarterly activity reports detailing the activities performed under this Agreement. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued.

IN WITNESS THEREOF, the City of Pipestone has caused this Agreement to be executed by its Mayor and by the authority of the City Council on this ____ day of _____, 2025.

Signed: _____ Date: _____
Dan Delaney, Mayor

Signed: _____ Date: _____
Stephanie LaBrune, Assistant City Administrator / City Clerk

IN WITNESS THEREOF, Pipestone County has caused this Agreement to be executed by its Chair and attested by its Administrator, pursuant to the authority of the Pipestone County Board of Commissioners, on this _____ day of _____, 2025.

Signed:  Date: 9/24/25
Chris Hollingsworth, Chair

Signed:  Date: 9-24-25
Keith Vreeman, County Sheriff

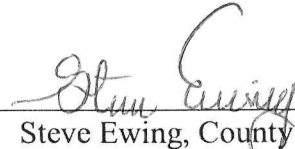
Attest
Signed:  Date: 9-23-25
Steve Ewing, County Administrator

EXHIBIT A
Annual City Payment Calculation and Amount

Term of Contract: 5 years (2026-2030)

Annual Contract Amount Calculation: Population at 2020 Census X Proposed Cost per Capita

Contract Year	Annual Increase (2%)	Proposed Cost per Capita	Pipestone Population (2020 Census)	Annual City Contract Amount
2026		\$240.00	4215	\$1,011,600.00
2027	\$4.80	\$244.80	4215	\$1,031,832.00
2028	\$4.80	\$249.60	4215	\$1,052,064.00
2029	\$4.80	\$254.40	4215	\$1,072,296.00
2030	\$4.80	\$259.20	4215	\$1,092,528.00

