

**CITY OF MAYER
CITY COUNCIL WORKSHOP MEETING
CITY COUNCIL CHAMBERS
MONDAY, JULY 8, 2019
AFTER REGULARLY SCHEDULED CITY COUNCIL MEETING**

1. Call Meeting to Order
2. Pond Maintenance Plan – Discussion
3. Street Project 2020
4. Carver County Sheriff's Department Contract 2020
5. Adjournment



Real People. Real Solutions.

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Bolton-Menk.com

August 15, 2018

City of Mayer
Attn: Margaret McCallum, City Administrator
413 Bluejay Ave.
Mayer, MN 55360

RE: Pavement Management Plan

Dear Maggie:

As requested, we have reviewed the condition of the City Streets and have developed a plan and schedule for proposed improvements.

Overview

The age and current condition of the City's roads varies along with the cross-section of the pavement structure. The actual life of a road depends on several factors including the quality of construction, the amount and type of traffic, soil conditions, drainage, and the materials that are used for construction. For a well-constructed bituminous road, a typical life cycle includes seal coating the surface of the roadway every 5 to 7 years, a mill and overlay at year 15 to 20, and reconstruction at year 35-40.

Pavement Rehabilitation Methods

The following are typical pavement rehabilitation methods that are consistent with past City practice:

Seal Coat – A seal coat consists of the application of emulsified asphalt and loose aggregate to the existing surface. After a specified “curing” time, the excess aggregate is swept up and removed.

This rehabilitation method is typically used several times throughout the life of a pavement. Seal coats are most effective when used on pavements in relatively good condition. This method is used to provide a new driving surface and to re-seal the pavement surface to provide some protection from weathering. The useful life of a seal coat is generally 5 to 7 years depending on the type of materials that are used and the condition of the pavement to which it is applied.

The advantages of seal coating are as follows:

- Relatively low initial capital expense
- Provides improved skid resistance
- Provides some moisture protection to the pavement
- Minimal disruption to traffic
- Provides an aesthetically uniform surface

The disadvantages of seal coating include the following:

- Does not improve the structural integrity of the pavement
- Short useful life
- Requires patching and sealing of major cracks prior to application
- Limited effectiveness on pavements in poor condition

In order to maximize the life of the City's pavements, it is recommended that the City apply at least one seal coat to all streets.

Mill and Overlay – A mill and overlay consists of removing all or a portion of the in-place bituminous surface and placing new bituminous over the milled surface. This rehabilitation method is typically used 1-2 times throughout the life of a pavement. Mill and overlays are most effective on pavements that are in moderate condition with a stable subgrade. This method is used to replace the pavement surface and to increase or restore the pavement's structural integrity. The useful life of a mill and overlay is generally 7 to 12 years depending on the condition of the pavement to which it is applied.

The advantages of a mill and overlay are as follows:

- Moderate initial capital expense
- Provides new pavement surface
- Increases or restores structural integrity of the pavement
- Minimal disruption to traffic
- Does not raise the elevation of the road

The disadvantages of a mill and overlay include the following:

- Requires patching and repair of weak subgrade areas prior to application
- Increased cost compared to an overlay with no milling
- Limited effectiveness on pavements in poor condition
- Useful life is variable depending on the condition of the existing pavement
- Ineffective on pavements with structurally limited subgrades

Reclamation – Pavement reclamation is a process by which the existing bituminous surface is ground and mixed with a portion of the underlying aggregate base. The reclaimed material is compacted and a new bituminous surface is placed over the top. The effectiveness of this method relies on having enough existing bituminous and aggregate base to form a new aggregate base for the road. This method is not recommended on roads with limited aggregate base or when the profile of the road cannot be raised due to concerns related to drainage or matching into adjacent topography.

The advantages of reclamation are as follows:

- Provides a new pavement structure
- Longer term useful life compared to a mill and overlay
- Lower initial costs compared to full depth reconstruction

The disadvantages of reclamation are as follows:

- Allows for limited subgrade corrections
- Use can be limited on roads where the elevation of the surface cannot be raised
- Higher costs compared to mill and overlay

Reconstruction – Reconstruction consists of removal of the entire existing pavement section and the construction of a new pavement structure, including bituminous, aggregate based, geotextile fabric, soil correction, etc. This method is used when the existing pavement has deteriorated to such an extent that other rehabilitation methods are ineffective or utility construction is necessary. The useful life of a reconstructed pavement can be 25 to 30 years with proper maintenance and use of other rehabilitation methods throughout the pavement's life.

The advantages of reconstruction are as follows:

- Provides a new pavement structure
- Allows for soil corrections below the street where necessary
- Long term useful life
- Allows for the opportunity for utility improvements

The disadvantages of reconstruction include the following:

- High initial expense
- Moderate to high disruption to traffic

Recommended Improvements

Based on the current age and condition of the City's roads, it is recommended that a mill and overlay be planned for each street when the pavement is approximately 20-years old. In addition, there are a few streets in town that should be considered for reconstruction during the planning period. It is recommended that new pavements be seal coated within 5 to 6 years of construction and crack filling should be performed as needed.

Figure 1, shows the recommended schedule for a mill and overlay and street reconstruction between 2019 and 2028. Figure 2, shows the recommended schedule for seal coating between 2024 and 2034.

It is recommended that streets under consideration for improvements be inspected the year prior to construction to determine the exact scope of the project and verify that the timing of the project is appropriate given the current condition of the road.

Project Costs

The planning level cost estimates for the recommended improvements, which include contingencies and soft costs, are as follows:

- Mill and overlay projects: \$3,536,000
- Street Reconstruction - \$1,100,000 (includes curb and gutter and storm sewer)
- Seal Coating - \$479,430

Based on these estimates, the City will need to budget, on average, \$392,900 a year to fund a mill and overlay program between 2019 and 2027. An additional \$47,900 per year will be needed to fund a seal coating program between 2024 and 2034.

The City will also need to consider funding for the streets to be reconstructed. In the past, the City has followed its assessment policy for reconstructed roads, which assesses a portion of the costs to the adjacent benefiting property owners. As indicated above, the cost estimates for streets to be reconstructed includes curb and gutter and storm sewer. The cost of the projects can be reduced if the scope of work is scaled back.

Pavement Management Plan
August 15, 2018

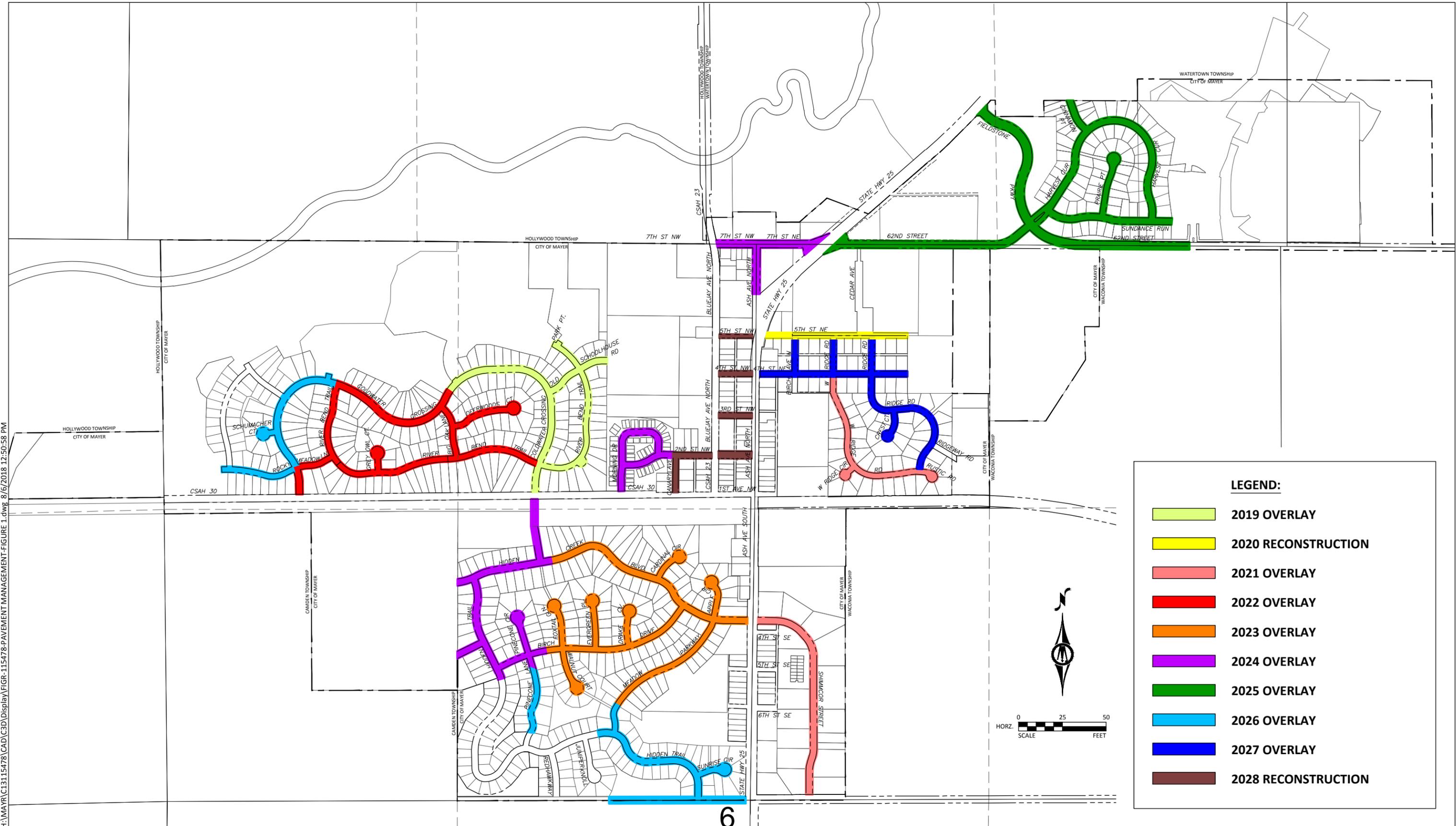
I will be at the Council Meeting on August 27th to discuss this report with the City Council. Please let me know if you have questions or need additional information before then.

Sincerely,

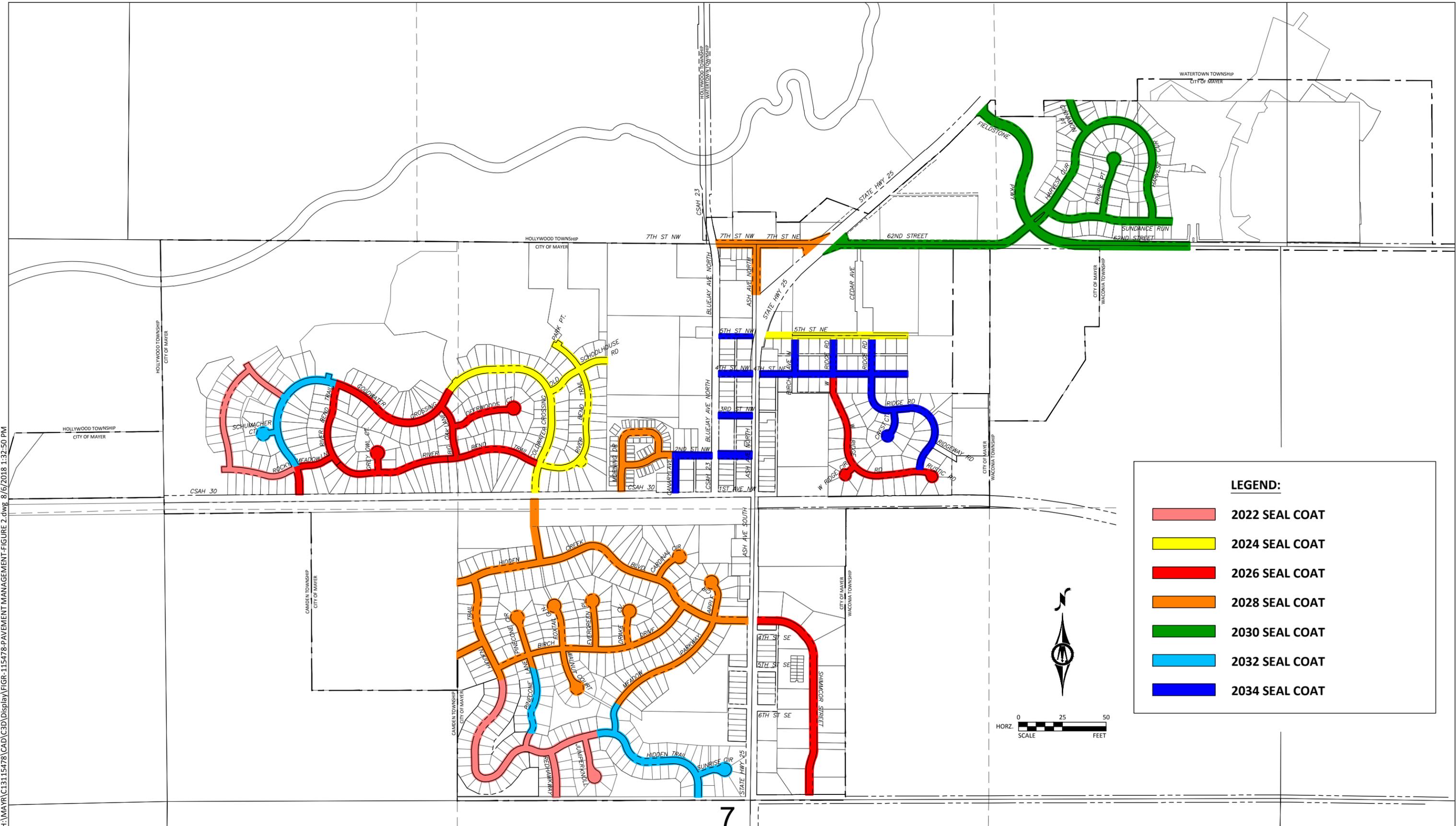
Bolton & Menk, Inc.



David P. Martini
Principal Engineer



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Council Memorandum – Workshop

Item: Contract for Police Services

Meeting Date: July 8, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review the proposed 2020 Police Services Contract and to determine if any changes need to be made in 2020 with regards to service hours.

Details:

The City of Mayer contracts with Carver County Sheriff's Department for its police services.

Each year both parties work through an agreement that will work for the City of Mayer and the Carver County Sheriff's Department.

The current 2019 contract is for a Full Time Equivalent (FTE) Deputy (2080 hours) at .67%. The City also receives 130 hours in Community Service Officer Hours.

The 2020 contract is structured based on maintaining current levels of policing services and CSO services.

The current level of policing is 5.36 hours per day (.67 of a 2080 FTE/26.8 hours per week) of a Monday – Friday deputy working an 8 hour schedule as well as vehicle costs. This also includes 130 hours of CSO coverage.

The costs for 2020 would be \$93,935.00.

Personnel Cost	2016	2017	2018	2019	2020
.67 Corporal	\$63,055.00	\$66,205.00	\$68,652.00	\$69,148.00	\$72,008.00
CSO 130 Hours	\$4,033.00	\$4,350.00	\$5,022.00	\$5,006.00	\$5,607.00
Vehicle Cost .67	\$15,480.00	\$21,093.00	\$13,896.00	\$13,771.00	\$16,320.00
Total	\$82,568.00	\$91,648.00	\$87,570.00	\$87,925.00	\$93,935.00

The cost difference between 2019 and 2020 would be \$6,010.00.

As the City continues to grow, the City may consider increasing the number of hours the Deputy is in the community. The City could look at an increase to .75 instead of .67. This would be 6 hours per day/30

hours per week, along with maintaining the 130 CSO hours and vehicle cost. This would cost the City \$104,482.00 (\$16,557.00).

The Sheriff's Department is also open to two-year contracts.

Historically, the City has been budgeting \$100,000.00 (2018 and 2019) for policing services. This is due to continued discussion on possible changes in coverage. If the City were to maintain the current coverage, the City would not see an increase in the budget. The City could actually lower the budget to be at the \$93,935.00.

If the City desired to increase coverage, the City could increase to the .75 rate. The City would need to increase its yearly budget by \$4,482.00.

Staff is looking for direction on how to proceed with the 2020 contract.

Attachments:

2019 Police Contract

2020 Proposed Police Contract

CONTRACT FOR POLICE SERVICES

Mayer

THIS AGREEMENT, made and entered into this day of , by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Mayer (hereinafter, the "City"), and, collectively known as the "parties".

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

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; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367;

NOW, THEREFORE, it is agreed between the parties as follows:

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

ARTICLE II

1. POLICE SERVICES. The County agrees to provide police service within the corporate limits of the City to the extent and in the manner set forth below:
 - 1.1 Police services to be provided under this contract shall encompass those police duties and functions which are the type statutorily deemed to be the responsibility of the local communities;
 - 1.2 With input from the City, the County shall assign personnel as necessary;
 - 1.3 All matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the control of the County;

- 1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and
- 1.5 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services pursuant to Minnesota Statute, Section 471.425, Prompt payment of local government bills, Subdivision 2(a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

ARTICLE V

1. PROVISION OF EQUIPMENT. It is agreed that the County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein.
2. OFFICE SPACE. If an FTE is requested, the City shall provide office and work space for the assigned personnel.
3. FINANCIAL LIABILITY. The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the selected services. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

4. MUTUAL INDEMNIFICATION. 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 contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

It is further understood that Minnesota 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 responsibility for the acts or omissions of the other party.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes 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.

LIABILITY

- (a) It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. 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. To the full extent permitted by law, actions by 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 set forth in Minnesota Statutes, Section 471.59, Subdivision 1a(a): provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- (b) For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing

to be responsible for acts or omissions of the other parties.

5. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2019 to December 31, 2019. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. RATE. As contained in this contract.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2020, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

Commander Paul Tschida
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
ptschida@co.carver.mn.us
Office: 952-361-1207
Cell: 952-457-7302

City of Mayer
Margaret McCallum, Administrator
413 Bluejay Ave.
Mayer, Mn. 55360
Phone: 952-657-1502
margaret.mccallum@cityofmayer.com

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are Full Time Employees dedicated to the contract community. The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off.

The first forty (40) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 40 hours.

The first eighty (80) hours a deputy is gone from the community on FMLA leave will not be backfilled; it will be treated like sick leave. The Sheriff's Office will backfill the position or credit back the time for FMLA after the first 80 hours of FMLA is completed.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$64.17.

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

Hours worked on a designated holiday will be billed at double the FTE's hourly pay rate per the collective bargaining agreement(s).

PERSONNEL COST

Deputy .67 (2080 FTE)	\$69,148
CSO – 130hours	\$5,006

VEHICLE COST

Patrol Vehicle – .67	<u>\$13,771</u>
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<u>TOTAL POLICE SERVICES</u>	\$87,925
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2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$43,962.50 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$43,962.50 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

1. DATA. 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 Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

4. MERGER AND MODIFICATION. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS THEREOF, the Municipality has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this _____ day of _____, _____

SIGNED: _____ DATE: _____
Mayor

SIGNED: _____ DATE: _____
City Administrator

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

COUNTY OF CARVER:

SIGNED: _____ DATE: _____
CHAIR, BOARD OF COMMISSIONERS

SIGNED: _____ DATE: _____
SHERIFF

Attest

SIGNED: _____ DATE: _____
COUNTY ADMINISTRATOR

CONTRACT FOR POLICE SERVICES

Mayer

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WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

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; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367;

NOW, THEREFORE, it is agreed between the parties as follows:

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- 1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and
- 1.5 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

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4. MUTUAL INDEMNIFICATION. 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 contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

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- (b) For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing

to be responsible for acts or omissions of the other parties.

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2. RATE. As contained in this contract.
3. NOTICE.
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 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

Commander Mike Wollin
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
mwollin@co.carver.mn.us
Office: 952-361-1857
Cell: 952-220-7926

City of Mayer
Margaret McCallum, Administrator
413 Blue jay Ave.
Mayer, MN. 55360
Phone: 952-657-1502
margaret.mccallum@cityofmayer.com

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are Full Time Employees dedicated to the contract community. The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off.

The first eighty (80) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 80 hours.

The first eighty (80) hours a deputy is gone from the community on FMLA leave will not be backfilled; it will be treated like sick leave. The Sheriff's Office will backfill the position or credit back the time for FMLA after the first 80 hours of FMLA is completed.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$68.42.

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

Hours worked on a designated holiday will be billed at double the FTE's hourly pay rate per the collective bargaining agreement(s).

PERSONNEL COST

Deputy .67 (2080 FTE)	\$72,008
CSO – 130hours	\$5,607

VEHICLE COST

Patrol Vehicle – .67	<u>\$16,320</u>
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<u>TOTAL POLICE SERVICES</u>	\$93,935
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2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$46,967 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$46,968 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

1. DATA. 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 Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

4. MERGER AND MODIFICATION. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS THEREOF, the Municipality has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this _____ day of _____, _____

SIGNED: _____ DATE: _____
Mayor

SIGNED: _____ DATE: _____
City Administrator

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

COUNTY OF CARVER:

SIGNED: _____ DATE: _____
CHAIR, BOARD OF COMMISSIONERS

SIGNED: _____ DATE: _____
SHERIFF

Attest

SIGNED: _____ DATE: _____
COUNTY ADMINISTRATOR

