

LAW ENFORCEMENT CONTRACT AND JOINT POWERS AGREEMENT

This Law Enforcement Contract and Joint Powers Agreement ("Agreement") made between the City of Breezy Point, State of Minnesota ("Breezy Point") and the Town of Pelican, State of Minnesota ("Pelican"):

WHEREAS, Pelican desires to obtain certain, but not all, law enforcement services ("police services") from Breezy Point;

WHEREAS, Breezy Point wishes to furnish such police services to Pelican, supplementary to those services provided to Pelican by the County of Crow Wing, State of Minnesota ("County"); and,

WHEREAS, the parties recognize the necessity of a clear system of command and control for the police services to be provided, as well as for the necessity of major police services being provided by County;

NOW, THEREFORE, the parties agree as follows, to wit:

1. EFFECTIVE DATE.

A. This Agreement is made this 1st day of April, 2025, and is effective with respect to the dates described in the Agreement.

2. PURPOSE.

A. The purpose of this Agreement is to state and to describe the terms and conditions upon which Breezy Point will provide police services for and within the boundaries of Pelican, in supplementation to those services provided by County.

B. Breezy Point will provide police services, using duly licensed police officers, only, to and for Pelican, and Pelican hereby engages Breezy Point to provide such services in accordance with and subject to the terms of this Agreement.

3. LEGAL BASIS.

A. This Agreement is made pursuant to Minn. St., Section 471.59, and is not made pursuant to Minn. St., Section 436.06. This Agreement does not create a joint, municipal police department.

4. ADMINISTRATION.

A. The administration of police services within Pelican, with respect to Breezy Point, shall be the sole responsibility of the appropriate officials of Breezy Point. To facilitate performance of this Agreement, however, and in order to provide for a formal means of

consultation and communication between Breezy Point and Pelican on matters relating to police services as described by this Agreement, the Pelican Board chair or his/her designee shall confer with the Breezy Point mayor or his/ her designee when requested by either party to this Agreement and on any matter relating to police services provided to Pelican by Breezy Point. Breezy Point shall participate in such discussions so as to provide for the satisfactory administration of this Agreement, including, but not limited to, achieving the satisfactory performance of police services for Breezy Point.

5. LEVEL OF SERVICE.

A. Breezy Point will provide Pelican with police services as defined herein. Such services shall be supplementary to those provided by county and shall average 20 hours per week. Services shall consist of random patrolling of pelican. Breezy Point shall take calls for police services from the public only during times it is contracted to provide police services within Pelican, or on the basis of a mutual assistance request from County. When Breezy Point responds on a mutual assistance basis and thereby provides police services in Pelican, such mutual assistance response shall not be charged against Pelican's average of 20 hours per week, as described herein, nor shall such mutual assistance response be construed to be "special, additional police service" or "off-duty police service" as defined in this Agreement, and therefore shall not be subject to charge by Breezy Point nor payment by Pelican.

B. Services shall consist of routine patrol and responses to calls during those times Breezy Point provides police services as described herein. Responsibility for investigations, crime scene services and other substantial police services, as well as calls during times when Breezy Point is not providing police services as described herein, shall remain the responsibility of County.

C. Police work shifts, that is, the times when Breezy Point shall provide police services as described herein in Pelican, shall be determined by Breezy Point.

D. When Breezy Point officers are not on active duty in Pelican pursuant to this Agreement, then Pelican acknowledges that it shall be responsible for the provision of police services by County.

E. Except as otherwise specifically limited in this Agreement, provided police services shall not exceed duties and functions pursuant to the laws of the State of Minnesota.

F. Petty misdemeanor, misdemeanor and gross misdemeanor offenses occurring within Pelican, charged by officers of Breezy Point, shall be prosecuted by the County Attorney in and for the County of Crow Wing, State of Minnesota. Fines and costs collected from such prosecutions shall be remitted to Breezy Point and to the County, pursuant to agreements existing between the County and Breezy Point. Pelican shall have no rights to or responsibility for prosecution, fines, costs and collections, except to remit to Breezy Point any monies paid to Pelican.

G. Breezy Point shall not respond to calls, nor investigate nor prosecute

alleged violations of any Pelican zoning ordinance.

6. HEADQUARTERS AND EQUIPMENT.

A. Headquarters of Breezy Point personnel providing police services in Pelican shall be in Breezy Point. Members of the general public having need to communicate with Breezy Point police personnel on matters arising out of or involving person or property in Pelican may communicate directly with Breezy Point Police headquarters or the Crow Wing County Sheriff's Department. Breezy Point will provide all communication devices, equipment, records, other materials and personnel necessary to the performance of this Agreement by Breezy Point.

7. PUBLIC INFORMATION.

A. The parties agree to take reasonable steps necessary to inform the public that Breezy Point is providing police services for Pelican as described herein.

8. PERSONNEL POLICIES AND FRINGE BENEFITS.

A. All personnel providing police services to Pelican shall be and remain employees of Breezy Point. The personnel policies and contracts applicable to Breezy Point Police employees shall apply to Breezy Point employees acting under this Agreement and compensation and applicable fringe benefits shall be the responsibility of and subject to determination from time to time by Breezy Point.

9. DESIGNATION OF AUTHORITY.

A. Pursuant to Minn. St., Section 471.59, Subdivision 12, Pelican authorizes all sworn officers of the Breezy Point Police Department to exercise the powers of "peace officers" or "police officers" within the corporate limits of Pelican and with the same authority as within the corporate limits of Breezy Point, provided such officers meet the requirements of Minn. St., Section 471.59, Subdivision 12 (1) and (2).

10. OFF DUTY POLICE SERVICE.

A. Officers of the Breezy Point Police Department may provide off-duty police service or special, additional police service to and for Pelican. Such police services are not contemplated to be those police services described by this Agreement. "Off-duty police service" and "special, additional police service" include, but are not limited to, such services as police services at and for a community event, such as an ice festival or other celebration at which Pelican wishes to have a police presence at their request.

B. Off-duty police service and special, additional police service as may be provided by Breezy Point to and for Pelican, should Breezy Point agree to provide such services, shall be charged by Breezy Point and paid by Pelican over and above payment for this Agreement and the police services described in this Agreement. Such special charge to Pelican shall be at the rate of \$125.00 per hour.

11. CHARGES BY BREEZY POINT FOR POLICE SERVICES.

A. Those police services described by this Agreement and to be routinely provided by Breezy Point to Pelican, not including "off-duty police service" or "special, additional police service," shall be, in addition to Breezy Point's retention of fine monies, costs and related collections as described in this Agreement, in the amount of \$66,250 in 2025 and 70,225 in 2026.

B. In the event this Agreement is terminated in such a manner that Breezy Point's performance of the Agreement is less than 2 full years, then the total contract payment shall be pro-rated to the date of termination of the Agreement.

C. Annual payment shall be made by Pelican to Breezy Point in two (2) equal installments, prior to July 31 and prior to December 31 of each year of this Agreement.

12. TERM OF AGREEMENT.

A. This Agreement shall be effective as of the 1st day of April, 2025, and shall continue through the 31st day of March, 2027.

B. This Agreement shall be reviewed by both parties on an biennial basis and may be amended by written agreement of the parties.

C. Either party may, at its option, forthwith terminate performance by it pursuant to this Agreement if the other party fails materially to perform the terms of this Agreement.

D. In the event either party wishes to terminate this Agreement for reasons other than claimed material breach by the other party, then such termination shall occur as follows:

(1) The party wishing to terminate shall deliver to the other party written notice of termination not less than ninety (90) days prior to the date of termination.

(2) Breezy Point shall not have the right to terminate, including pursuant to Paragraph C, above, because of claimed failure of Pelican to make payment due to Breezy Point unless Breezy Point has first given Pelican written notice of such claimed failure and Pelican has not made such payment within thirty (30) days of receiving such notice. If Pelican has not remedied the claimed payment default within the said thirty (30) days, then and in that event, Breezy Point may give written notice of termination as described in Paragraph D (1).

E. Breezy Point shall make no additional charge to or of Pelican for

police testimony, intoxilyzer services and related or similar services in connection with prosecution of alleged offenses, exclusive of ordinance offenses, occurring in Pelican, and such police services shall not be construed to be "off-duty police service" or "special, additional police service."

13. ASSUMPTION OF LIABILITY.

A. Breezy Point shall indemnify and hold Pelican harmless for:

- (1) Police activities in Breezy Point;
- (2) Pelican contracted for police services in Pelican;
- (3) Injuries and sickness subject to workers' compensation;
- (4) Salaries and compensation and disputes with respect thereto;
- (5) Vehicular operation of Breezy Point police personnel within Pelican; and
- (6) Breezy Point's performance of this Agreement.

B. The acts and omissions of the officers and agents of one party for any activity other than police services pursuant to this Agreement are the responsibility of the employer of such officers and agents and are not the responsibility of the other party. Each party shall indemnify and hold the other party harmless with respect to any claims arising out of non-police services of the officers and agents of the other party.

C. Breezy Point, its Chief of Police, officers and employees shall not be deemed to have assumed, nor have they assumed by reason of this Agreement, any liability for intentional or negligent acts of Pelican, its officers, agents or employees, and Pelican shall indemnify, hold harmless and defend Breezy Point, its Chief of Police, officers and employees from and against any claim resulting from enforcement by Pelican of any ordinance of Pelican.

IN WITNESS THEREOF the parties have executed this Agreement as of the day first above written.

CITY OF BREEZY POINT

By: Todd A. Roggenkamp
Todd A. Roggenkamp
Its Mayor

By: Jerry Bohnsack
Jerry Bohnsack
Its Interim City Administrator

TOWN OF PELICAN

By: John Radtke
John Radtke
Its Chair

By: [Signature]
Its Clerk