

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF DAKOTA AND THE CITY OF EMPIRE**

This Agreement ("Agreement") is made and entered on this 1st day of January 2026, by and between the COUNTY OF DAKOTA through the DAKOTA COUNTY SHERIFF, hereinafter referred to as ("County") and the CITY OF EMPIRE hereinafter referred to as the ("Municipality"). The County and the Municipality are collectively referred to herein as the "Parties".

WHEREAS, the Municipality has determined that it is in the best interests of the Municipality to continue to contract with the County for law enforcement services, thereby allowing for the allocation of overhead and other administrative costs over a larger population; and

WHEREAS, the Municipality desires to enter into a contract with the County for the performance of the hereinafter described law enforcement protection within the corporate limits of said municipality through the County Sheriff; and

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

WHEREAS, such contracts are authorized and provided for by the provision of Minnesota Statutes §§ 471.59 and 436.05.

NOW THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants herein contained, it is agreed as follows:

1. **Scope of Services.** That the County by way of the Sheriff agrees to provide law enforcement services within the corporate limits of the Municipality to the extent and in the manner as hereinafter set forth:
 - A. Except as otherwise hereinafter specifically set forth, such services shall encompass only duties and functions of the type of coming within the jurisdiction of the Dakota County Sheriff pursuant to Minnesota Laws and Statutes.
 - B. The Services provided under this Agreement are in addition to the standard level of service provided for the unincorporated areas of the County of Dakota, State of Minnesota
 - C. Assignment authority of the personnel designated to perform Law Enforcement Services for the Municipality shall remain under control of the Sheriff or his designee.
 - D. The rendition of services, the. standard of performance, the discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain in and under the control of the Sheriff.
 - E. Services purchased pursuant to this contract shall include enforcement of Minnesota State Statutes, including but not limited to the Traffic Code and Criminal Code.

Enforcement of Municipal ordinances shall be done in accordance with the separate Joint Powers Agreement for Ordinance Enforcement.

F. The Services shall further include:

- Performing patrol functions to include random patrolling of residential area, businesses, parks, and other public property.
- During scheduled hours, investigate and enforce ordinances of the municipality and Minnesota state statutes.
- The assigned deputy will serve as a point of contact for the Sheriff's Office to the City of Empire City Council and its residents and attend City Council Meetings. A Sheriff's Administration member may attend city council meetings as requested or needed.
- Performing motorist assists including vehicle lockouts.
- Completing reports as required during the scope of their duties.
- Assisting other agencies including Dakota County Sheriff's Office as needed.
- Responding to law enforcement, medical, fire, and other emergencies.
- Traffic enforcement including the regular use of speed detection devices as a speed deterrent.

G. The scheduled service will consist of a Sheriff's Deputy assigned to provide Services to the Municipality during four ten-hour shifts, working 40 hours per week. The ten-hour shift will commence at 2:00 p.m. and end at midnight. The schedule days-on will rotate weekly from Tuesday, Wednesday, Thursday, Friday to Thursday, Friday, Saturday, Sunday. The County reserves the right to adjust on an as-needed basis to maintain the deputy's training, qualifications, and earned time off.

2. **Independent Contractor.** It is expressly understood that the County is an independent Contractor. The County Sheriff's Office shall have control over the manner in which the Law Enforcement Services are performed under this Agreement.

A. The provision of Law Enforcement Services, the standards of performance, the discipline of the deputies and employees and other matters incident to the performance of the Law Enforcement Services under this Agreement, and the control of personnel employed by the County shall remain under the control of the Dakota County Sheriff's Office or the Sheriff's designee.

B. Violations of laws or ordinances for which an arrest is made shall be prosecuted in the appropriate court under the laws of the State of Minnesota or ordinances of the City or County, and fines, if any, will be remitted in accordance with the laws of the State of Minnesota.

3. **Compensation.**

- A. The Municipality shall not be liable for the direct payment of any salaries, wages, or other compensation to any personnel performing services herein for said County. The Municipality agrees to pay to the County for 40 hours a week for law enforcement services. The Parties agree that the law enforcement services shall be billed on a quarterly basis. The amount to be billed for 2026 will be for a full contractual year not to exceed \$171,330.00. The amount to be billed for 2027 will be for the full contractual year not to exceed \$176,469.90.
- B. The County shall bill the Municipality on a quarterly basis for the provision of Law Enforcement Services under this Agreement.
- C. The Municipality shall pay the amount required in accordance with the Prompt Payment of Local Government Bills statute, Minnesota Statutes, Section 471.425, as amended.

4. **Term**

- A. The County shall commence the provision of Law Enforcement Services on January 1, 2026, and this Agreement shall remain in effect for a period of 2 years, unless earlier terminated by operation of law or pursuant to the terms of this Agreement.
- B. The County shall provide the City with information on a new contract term, including proposed contract costs, staffing options, and any other information that the Municipality may request, prior to June 30, 2027.
- C. Any Party may terminate this Agreement during the term by providing 3 months written notice of termination to the other Party. The Parties may voluntarily terminate this Agreement at any time by mutual agreement.
- D. In the event of termination, the Municipality shall only be responsible to pay for the Law Enforcement Services satisfactorily performed by the County to the effective date of termination.

5. **Cooperation of Parties.**

- A. The Parties agree to take all reasonable and necessary steps to facilitate the performance of their duties under this Agreement.
- B. To facilitate the County's performance pursuant to this Agreement, the Municipality and County shall work together to achieve the objectives of this Agreement for the benefit of the residents of the Municipality. Each Party to this Agreement shall designate a liaison for the purposes stated above. Meetings of the liaisons can be called by any Party.
- C. For the purpose of maintaining cooperation, local control and general information on existing complaints and problems in said Municipality, one member of the City Council and/or City Clerk shall be appointed to monitor the agreement and shall make periodic

contacts with and attend meetings with the Sheriff or his Office in relation to the contract herein.

- D. In the event there is a dispute that cannot be resolved informally, the Parties shall select a mediator to mediate the dispute. If the dispute is not resolved by mediation, the Parties may pursue any available legal remedy.

6. **Liability.**

- A. Except as otherwise provided herein, the Municipality shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any of the County's employees providing Law Enforcement Services to the Municipality under this Agreement and the County hereby assumes said liabilities.
- B. Except as otherwise provided herein, the Municipality shall not be liable for compensation or indemnity to any of the County's employees for injury or sickness arising out of their employment with the County and/or provision of the Law Enforcement Services to the Municipality, and the County agrees to defend, indemnify and hold the Municipality harmless against any such claims.
- C. To the fullest extent permitted by law, the County agrees to defend, indemnify and hold harmless the Municipality, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the County's negligence or the County's performance or failure to perform its obligations under this Agreement, except as set forth below. The County agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- D. To the fullest extent permitted by law, the Municipality agrees to defend, indemnify and hold harmless the County, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Municipality's negligence or the Municipality's performance or failure to perform its obligations under this Agreement. The Municipality agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- E. The failure to furnish the Law Enforcement Services because of weather, road conditions, or the unavailability of personnel or equipment, shall not be a breach of this Agreement.
- F. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses.
- G. Nothing herein shall be construed to provide insurance coverage or indemnification to an employee, official or agent of any Party for any act or omission for which the employee, official or agent is guilty of malfeasance in office, willful neglect of duty or bad faith. 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 responsibility for the acts or omissions of the other party. For purposes of determining total liability damages, the parties are considered a single governmental unit, and the total liability shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes, section 3.736 or section 466.04.

7. **General Provisions.**

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The County may not assign this Agreement to any other person unless written consent is obtained from the Municipality.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the County shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.
- F. Government Data/Privacy. The County agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPPA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The County understands that all of the data created, collected, received, stored, used, maintained or disseminated by the County in performing those functions that the Municipality would perform is subject to the requirements of Chapter 13. This does not create a duty on the part of the County to provide the public with access to public data if the public data is available from the Municipality, except as required by the terms of this Agreement.
- G. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- H. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to County: Chief Deputy Dan Bianconi,
1580 Highway 55,
Hastings MN 55033

Notice to Municipality: Empire Clerk c/o Charles Seipel-Teng,
3385 197th Street,
Farmington MN 55024

- I. Savings Clause. If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- J. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- K. Effective Date. This Agreement is effective on January 1, 2026.

IN WITNESS WHEREOF, The Municipality, by resolution duly adopted by It governing body, caused this agreement to be signed by its Board Chair and attested by its Clerk; and the County of Dakota, by the County Board of Commissioners, has caused this agreement to be signed by the Chairman and Clerk of said Board, and by the Dakota County Sheriff, effective on the day and year first above written.

City of Empire:

Dakota County:

Melanie Lee, Mayor

Dan Bianconi, Chief Deputy Sheriff

Dated: _____

Dated: _____

Approved as to Form:

Charles Seipel-Teng, Clerk-Administrator

Assistant Dakota County Attorney

Dated: _____

Dated: _____