

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: February 23, 2009

Item No.: 12.b

Department Approval

City Manager Approval



Item Description: Approve an Agreement for Supplemental Law Enforcement Services on Lake Owasso

BACKGROUND

The Lake Owasso Task Force, in 1997, presented the City Council a series of recommendations regarding issues on Lake Owasso. The Council, as a result of the recommendations, approved:

- Ordinance regarding water surface use on Lake Owasso
- Joint Powers Agreement with the City of Shoreview, and
- Resolution adopting other recommendations including authorizing 36 additional hours of water patrol on Lake Owasso for the summer of 1997 at a cost of \$1,152.

The Council approved the additional hours in prior years of 1998 – 2008. Attached is an agreement with Ramsey County for 42 additional hours of water patrol on Lake Owasso during the weekends and holidays in the summer of 2009. These hours are in addition to the regularly scheduled county patrol.

The hourly rate has remained the same from 2006 through 2008, which was \$39.50 per hour. The rate for 2009 was raised to \$41.18 per hour, a five percent increase.

A representative from the Ramsey County Sheriff's Office will be in attendance to answer questions from the Council.

Representatives from the Lake Owasso Homeowner's Association have been invited to share their support for the supplemental law enforcement coverage of Lake Owasso.

PROPOSED ACTION

This agreement is within the policy direction of the City Council as set out in its *Collaboration and Cooperation Policy*.

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30 **FINANCIAL IMPACTS**

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32 The cost for the additional patrol is not to exceed \$1,742.16, which is included in the 2009 budget. It is
33 understood that payment for the 2009 services will be made upon a billing from the Sheriffs office, which
34 includes a log of actual time spent in accordance with this agreement.

35 **STAFF RECOMMENDATION**

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37 It is recommended the Council approve an agreement for supplemental law enforcement services on Lake
38 Owasso.

39 **REQUESTED COUNCIL ACTION**

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41 Motion approving an agreement with Ramsey County for supplemental law enforcement services on Lake
42 Owasso at a cost not to exceed \$1,742.16 to be funded from the 2009 Police Department Budget and further
43 authorizing the Mayor and City Manager to sign the said agreement upon final review of the City Attorney.

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Prepared by: Captain Rick Mathwig

Attachments: A: Contract supplied by the Ramsey County Sheriff's Department

B: Summary of Ramsey County's activities on Roseville lakes in 2008

AGREEMENT
FOR
SUPPLEMENTAL LAW ENFORCEMENT SERVICES

The COUNTY OF RAMSEY, hereinafter referred to as the "COUNTY" and the CITY OF ROSEVILLE, hereinafter referred to as the "CITY", enter into this Agreement for the period from May 1, 2009, through September 30, 2009.

WITNESSETH:

WHEREAS, pursuant to MINN. STAT. Chapter 86B, the Ramsey County Sheriff has the obligation to maintain a program of search, rescue, buoying or marking, patrol, removal of hazards to navigation, and inspection of watercraft relating to lake use ("Program Services"); and

WHEREAS, , the COUNTY and the CITY desire to enter into a joint powers agreement pursuant to MINN. STAT. §471.59, to have the Ramsey County Sheriff's Office provide Program Services on the surface and shorelines of Lake Owasso;

NOW, THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

1. The Ramsey County Sheriff shall provide Program Services, as well as enforcement of all applicable CITY ordinances relating to water safety and use (collectively, "Contract Services") to the CITY on the surface and shoreline of Lake Owasso to the extent and in the manner hereinafter set forth, in addition to the patrol and police services regularly provided.
2. The rendition of the Contract Services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the manner of performance of such service, the determination thereof made by the COUNTY shall be final and conclusive between the parties hereto.
3. The COUNTY agrees to provide trained uniformed deputies with proper equipment, identification, and communications on Lake Owasso during all hours that Contract Services are provided by the Ramsey County Sheriff under this Agreement.
4. The number of hours of Contract Services to be provided during the Term of this Agreement shall be as follows: Winter Patrol: zero (0) hours, Summer Patrol: forty two (42) hours. It is agreed that the schedule of days and hours of work shall be determined at the discretion of the Ramsey County Sheriff with emphasis being placed on weekends and holidays.
5. All Deputy Sheriffs, clerks, dispatchers and all other personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY

for all purposes. The supervision of said personnel shall remain under the control of the Ramsey County Sheriff or other appropriate County officials and employees.

6. Except as otherwise provided, the CITY shall not be called upon to assume any liability for direct payment of any salaries, wages, tips, or other compensation to any COUNTY personnel performing Contract Services, and the COUNTY hereby assumes said liabilities.

7. Except as otherwise specified, the CITY shall not be liable for compensation or indemnity of any COUNTY employee for any injury or sickness arising out of their employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.

8. The CITY, its officials, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or of any official or employee thereof, and the COUNTY shall hold the CITY, its officials, and employees harmless from, and shall defend them against, any claim for damages arising out of the COUNTY's performance of Contract Services under this Agreement, subject to the limits of liability as set forth in Minn. Stat. Section 466.04.

9. The COUNTY, its officials, and employees shall not be deemed to assume any liability for intentional or negligent acts of the CITY or of any official or employee thereof, and the CITY shall hold the COUNTY, its officials, and employees harmless from, and shall defend them against, any claim for damages arising out of the CITY's performance under the terms of this Agreement, subject to the limits of liability as set forth in Minn. Stat. Section 466.04.

10. The Ramsey County Sheriff's Office shall bill the CITY at the hourly rate of \$41.48 in reimbursement for the cost of providing Contract Services under this Agreement and such billings shall be submitted at the end of the patrol season. Total billings for the 2009 summer patrol coverage will not exceed \$1,742.16.

11. The CITY may increase the hours of coverage at the \$41.48 hourly rate by written amendment to this Agreement, signed by both parties.

12. It is understood that prosecutions for violations of ordinances or state statutes, together with the disposition of all fines collected pursuant thereto, shall be in accordance with state laws and local ordinances.

13. The Contract Services identified in this Agreement shall be in addition to existing water patrol coverage now provided by the Ramsey County Sheriff's Office.

14. Either party may terminate this Agreement upon 15 (fifteen) days written notice to the other party at any time during the term of this Agreement. Upon such termination, the Ramsey County Sheriff shall be paid for services actually rendered under this Agreement until the date of termination.

15. The Term of this Agreement will be May 1, 2009, through September 30, 2009.

16. Any alterations, variations, modifications, or waivers of provisions of this Agreement, shall only be made in the form of a written amendment to this Agreement, signed by authorized representatives of the COUNTY and the CITY.

IN WITNESS WHEREOF, the parties have signed this Agreement on the last date written below.

COUNTY OF RAMSEY

CITY OF ROSEVILLE

By: _____
Patrick O'Conner
Interim County Manager

By: _____
Print Name: _____
Its: _____

Date: _____

Date: _____

Approval Recommended:

Robert Fletcher
Ramsey County Sheriff

Approved as to form and insurance:

Karen Kushner
Asst. Ramsey County Attorney

Revenue Estimated \$ _____
Account No. _____

Budgeting & Accounting

Ramsey County Sheriff's Department
Water Patrol Unit

1411 Paul Kirkwold Dr., Arden Hills, MN 55112
(651) 266-7329

September 15, 2008

Roseville City Council
2660 Civic Center Drive
Roseville, MN 55113

Dear City Council Members:

This letter is to inform you that we have completed the summer 2008 contract for patrol services of Lake Owasso.

I previously sent you the statistics for the month of August and Labor Day weekend. I have also included the year-end totals that include the stats for the duration of the summer contract.

The 42 plus hours that were documented represent time on the water.

If you have any questions or if I may be of further assistance, please contact me at 651-266-7329.

Sincerely,



Sgt. Tony Waldo
RCS Water Patrol

2115 RV
Totals 2008

Warnings

	Owasso	Josephine	McCarrons	Total	
Improper Boat Reg.	7	2		9	
Unsafe Operation	2			2	
Lifesaving Devices	5			5	
Speed	3		1	4	
Lights	1			1	
Operator's Permit/Age				0	
Fire Extinguisher(s)				0	
No Wake				0	
Riding on Gun Wales	2			2	
2 Lines in Water				0	
Too many in boat				0	
After Hours	1			1	
No Safety Placard			4	4	
No Watersurface Use				0	
No Fishing License	1			1	
No Observer	1			1	
Operating to close to Dam				0	
Noise	1			1	
Illegal Parking	1			1	
				32	Total

Citations

Improper Boat Reg.		3	2	5	
Lifesaving Devices		1		1	
Speed				0	
No Wake				0	
Weapon in Park				0	
PWC After hours				0	
DAR				0	
Underage Consumption				0	
Vending w/out permit				0	
Angle w/out license				0	
Opera. In Restricted Area				0	
No Proof of Insurance				0	
No Front Plate				0	
Improper Vehicle Reg.		1		1	
Improper Trailer Reg.			1	1	
Illegal Parking	16	3	3	22	
Unsafe Operation				0	
Riding on Gun Wales				0	
No Fire Extinguisher				0	
Minor in Possession	1			1	
DAS				0	
No Lights				0	
Fishing in restr area				0	
No Operators Permit				0	
No Observer				0	
BWI	1			1	
				32	Total