

TO: Mayor Montgomery and City Council

FROM: Jeffrey L. McCormick, Chief of Police

SUBJECT: Contracted Police Services

DATE: June 11, 2025

BACKGROUND

In late 2019 and the first two months of 2020, the police department worked with the City Council and the City Attorney to create a Contracted Police Services Agreement to replace the Extra Duty Agreement used when business or organizations wanted to hire an officer for an event and ensure that all city expenses of that service are covered in the fee charged. The Prairie Island Police Department had asked about providing officers to assist with their summer concert events primarily with traffic control, but I was unsure if we could because of staffing. I had advised the City Council that before we provided any event assistance to Prairie Island or other agencies, it would be brought to the City Council for approval. The City Council approved providing Contracted Police Services at the February 18, 2020 meeting.

I had worked with the City Attorney and Prairie Island to create a Police Services Agreement, but then COVID occurred and events stopped. When they started up again, we were not in a position to provide assistance because of having to hire almost all our patrol officers in 2021 and again in 2023. I was contacted by the Prairie Island Police Department last month regarding providing event assistance. I spoke with the City Administrator about the request and the work already done on the agreement. We had the agreement reviewed by the new City Attorney and it was approved by her.

While this agreement is different than the Contracted Police Services Agreement we use for businesses or groups, Prairie Island would be billed the full cost of the officer, including any fringe costs and the costs of a squad car. They would also be charged the administrative costs incurred by the City. Just like the Contracted Police Services Agreement, this is to ensure that the cost of providing this would be paid by the requestor and not the city of Cannon Falls. Other cities in Goodhue County provide event assistance to Prairie Island and utilize the same Police Services Agreement and bill to cover all their city's costs. In speaking with other chiefs, the events have not resulted in any injuries or incidents involving their officers, as Prairie Island Officers handle any incidents at the events.

I know from the work done in 2020, that Flom Insurance, our local contact for LMCIT, consulted LMCIT and received a response from an insurance attorney there. The attorney advised that in contracted police services, the City is already fully covered and no additional coverage would be needed, nor cost incurred.

REQUESTED COUNCIL ACTION

Motion and approval of the Prairie Island Police Services Agreement and authorize the Mayor and City Administrator to sign the agreement.

POLICE SERVICES AGREEMENT

This **Police Services Agreement** (the “Agreement”) is made this ____ day of June, 2025, by and between the **Prairie Island Indian Community**, a sovereign Indian Tribe, federally recognized and organized under the Indian Reorganization Act of 1934, 25 U.S.C. § 476 (the “Community”), and the **City of Cannon Falls**, a Minnesota municipal corporation (the “City”).

RECITALS

WHEREAS, the Community is a federally recognized Indian Tribe with the inherent power to enter into agreements with local governments; and

WHEREAS, the City is a municipal corporation organized under the laws of the State of Minnesota; and

WHEREAS, the City recognizes that the Community’s sovereignty provides the Community a unique legal status which allows the City to interact with the Community on an intergovernmental basis; and

WHEREAS, the Community has communicated to the City that it is planning several outdoor events in the near future at Treasure Island Resort and Casino (the “Outdoor Events”) and is seeking assistance from nearby police departments in providing law enforcement services during the Outdoor Events; and

WHEREAS, the City is willing to provide the Community with law enforcement services during the Outdoor Events; and

WHEREAS, Minnesota Statutes Section 471.59, subdivision 1 gives cities specific authority to enter into agreements with federally recognized Indian tribes, such as the Community; and

WHEREAS, the Community and the City desire to enter into this Agreement pursuant to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

AGREEMENT

1. **Recitals**. The Recitals set forth above are incorporated into this Agreement as if fully set forth herein.
2. **Provision of Services**. The City agrees to provide police services to the Community on an as-needed and as-available basis during the Outdoor Events for the full term of this Agreement (the “Police Services”). The Police Services shall include, but not be limited to, routine police patrol, traffic control, and crowd control under the direction of the

Community. All Police Services shall be provided at a level not less than those which are provided to the balance of the City's service areas as required by law. The Police Services to be provided during each Outdoor Event, including the number of officers and hours necessary, shall be mutually determined, agreed-upon, and scheduled by the parties in advance of each Outdoor Event. The officers and equipment provided by the City shall be under the direction and control of the Community until the assistance is withdrawn.

3. **Limitation on Ability of City to Provide Services.** It is understood and agreed to by the parties that the ability of the City to provide Police Services under this Agreement may be limited by a variety of factors, including, but not limited to, availability of personnel, emergency incidents in the City or nearby communities, or other circumstances. The City may, at any time, recall the City's resources when, it is considered to be in the City's best interest to do so. For this reason, the parties understand that the Community intends to enter into similar arrangements with other nearby law enforcement agencies to ensure its needs are met. The City's inability to provide Police Services during any Outdoor Event shall not be considered a breach of this Agreement.
4. **Compensation for Services.**
 - a. The Community shall fully reimburse the City for providing Police Services under this Agreement and, accordingly, agrees to pay the City the combined amount at which the City compensates its officers for providing said services during the Outdoor Events. The combined amount will vary during each Outdoor Event depending on which of the City's police officers provide the Police Services. The combined amount will be determined based on the assigned officer's overtime rate and the proportionate amount of insurance and benefits paid by the City for that officer for the hours worked. The billable time for an officer shall begin when an officer leaves the Cannon Falls Police Station until the officer returns to the Cannon Falls Police Station. The Community shall also reimburse the City for use of police vehicles in a reasonable amount as determined by the City.
 - b. The City shall provide the Community with written documentation itemizing the Police Services that have been provided to the Community within 30 days of providing said services. Such documentation shall contain the following information: the date of the Outdoor Event(s) where Police Services were provided; the officers that provided the services; the total number of hours logged by each officer; the combined amount paid by the City to each officer for providing Police Services during the Outdoor Event; and the total amount owed to the City by the Community for the Police Services provided. Accompanying this documentation shall be a request for reimbursement for the services provided. The Community shall remit payment to the City within 30 days of receipt of the documentation provided in this paragraph.
5. **Personnel and Equipment.** Each party shall be responsible for its own personnel, equipment and for injuries or death to any such personnel or damage to any such equipment. The City's police officers shall be deemed to be performing their regular duties

for the City when providing Police Services pursuant to this Agreement. The City will maintain workers' compensation insurance or self-insurance coverage, covering its officers while they are providing Police Services pursuant to this Agreement. The City shall be responsible for any damages to or loss of City equipment when providing services pursuant to this Agreement.

6. **Term and Termination.** The term of this Agreement shall be three years from the date first written above. This Agreement may be terminated by either party, with or without cause, by providing 30 days' written notice to the other party. Upon termination of this Agreement, the Community shall pay to the City that portion of compensation owed for the Police Services provided up through the date of termination.
7. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party for claims made by third parties, such as § 1983 suits, which are attributed to the actions of that party's officers, agents or employees arising out of the performance of this Agreement. It is understood and agreed that liability of the parties shall be governed by Minnesota Statutes Section 466 and other applicable state and federal laws. The agreement to indemnify and hold harmless does not constitute a waiver by either party of limitations on liability provided under Minnesota Statutes Section 466.04. It is further understood and agreed that the parties' total liability for claims made by third parties shall be limited by Minnesota Statute Section 471.59, Subdivision 1a as a single government unit.
8. **Limited Waiver of Immunity.** The Community waives its sovereign immunity with respect to claims made by the City, its officers and agents (i) for any intentional or negligent acts or omissions by the Community and its officers, employees, and agents (ii) for claims brought by the City for compensation for services under this Agreement and (iii) claims brought by the City to enforce this Agreement. Except for this paragraph, nothing in this Agreement is or shall be construed to otherwise modify, diminish, or waive the Community's sovereign immunity.

In the event that statutory immunity under Minnesota Statutes Chapter 466 is applicable, the City agrees to waive its immunity with respect to claims for any intentional or negligent acts or omissions by the City and its officers, employees, and agents for services under this Agreement. Except for this paragraph, nothing in this Agreement is or shall be construed to otherwise modify, diminish, or waive the City's statutory immunity.
9. **Government Data Practices.** Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Each party agrees to promptly report to the other party any requests from third parties for information relating to this Agreement. Each party also agrees to promptly respond to inquiries from the other party concerning data requests.
10. **Non-Exclusive.** This Agreement is not exclusive and either party may continue any other existing agreements or enter into other agreements, similar in nature to this Agreement, without consultation with the other party. This Agreement shall not limit either of the

parties in connection with any obligations a party may have to others under similar agreements.

11. **Notice.** Notice provided under this Agreement shall be in writing and shall be sent by U.S. Mail to the parties at the following addresses:

To the Community:

Jon Priem, Police Chief
Prairie Island Tribal Police Department
1960 Island Boulevard
Welch, MN 55089

With a Copy to:

Prairie Island Indian Community
Attn: General Counsel
5636 Sturgeon Lake Road
Welch, MN 55089

To the City of Cannon Falls:

City Administrator
City of Cannon Falls
918 River Road
Cannon Falls, MN 55009

12. **Modifications.** All amendments or modifications to this Agreement must be in writing and approved by both of the parties.
13. **Severability.** The provisions of this Agreement shall be severable, and if any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall remain in full force and effect.
14. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto. Except as stated in this Agreement, no party has relied on any statement, promise, inducement, or representation of the other. This Agreement supersedes any and all prior statements and agreements between the parties relating to the subject matter contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective on the date first written above.

CITY OF CANNON FALLS:

By: _____
Matt Montgomery
Its: Mayor
Date: _____

By: _____
Jon Radermacher
Its: City Administrator
Date: _____

PRAIRIE ISLAND INDIAN COMMUNITY

By: _____
Name: _____
Title: _____
Date: _____