

# Hector City Council Meeting

Thursday December 28, 2023

Hector Community Center

8:00am

## Agenda

1. Contract with BLHS, SRO Hire
2. Mutual Aid TZD agreement
3. 3<sup>rd</sup> squad car
4. COLA
5. Compensation Adjustment

# Memorandum of Understanding

Between the Buffalo Lake-Hector-Stewart School District (BLHS) #2159  
and the City of Hector for the School Resource Officer (SRO)

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## **Goals and Objectives**

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student / staff development.
2. Maintain a safe and secure environment on school campuses, which will be conducive to learning.
3. Promote positive attitudes regarding the police's role in society and inform students of their rights and responsibilities as lawful citizens.
4. Sharing information of mutual concern with all involved parties about juveniles and juvenile issues.
5. Perform police work involving the protection and safety of the community through prevention and control of crime, preserving peace, investigating crime, providing emergency services and perform related duties as required.
6. Have daytime Police coverage in the City of Hector and be able to respond to calls for service during that scheduled time.

## **Involved Parties' Responsibilities**

1. *Buffalo Lake-Hector-Stewart School District #2159*
  - a. Provide at least one representative for the hiring process of the Officer.
  - b. Participate in a yearly review of the Memorandum of Understanding and Officer.
  - c. Participate in biannual information exchange meetings with the Officer and Hector Chief of Police.
  - d. Provide office space and supplies at the schools for the Officer, as need to fulfill their duties.
  - e. Exchange information with the Officer in regards to students and staff.
  - f. If any additional training is wanted or requested, be the fiscal agent responsible.
  - g. Pay the City of Hector \$20,000 annually, starting January 2024, for the Memorandum of Understanding, with an annual 2% increase starting in January 2025.

## 2. *City of Hector*

- a. Provide at least one representative for the hiring process of the Officer.
- b. Participate in a yearly review of the Memorandum of Understanding and Officer.
- c. Participate in biannual information exchange meetings with the Officer and BLHS School Administration.
- d. Provide office space and supplies at the Hector Police Department for the Officer, as need to fulfill their duties.
- e. Exchange information with the Officer in regards to students and staff.
- f. The City of Hector Police Department will be the agency assigned for oversight of the Officer.
- g. Work with BLHS School Administration on additional responsibilities for the Officer.
- h. Be responsible for scheduling the Officer's hours among the BLHS School and City of Hector.
- i. If any additional training is wanted or requested, be the fiscal agent responsible.
- j. Be the fiscal agent responsible for the Memorandum of Understanding. Be fiscally responsible for the overall, annual cost of the Memorandum of Understanding after considering the BLHS School Districts annual payment, which will be received by December 31<sup>st</sup> of each calendar year.

### **Involved Parties' Expectations**

1. All involved parties will pay their share of the Memorandum of Understanding as stated above.
2. The Officer will provide all involved parties a quarterly report of activity, programs in the school and future plans.
3. All involved parties reserve the right to call a meeting to review the program, other than those times stated above.
4. Any such notice of intent to discontinue the Memorandum of Understanding shall be in writing and shall be sent to all involved parties no later than 180 days prior to January 1<sup>st</sup> of the next calendar year.
  - a. If no such notice is received, the Memorandum of Understanding shall automatically renew for the next calendar year.
  - b. If a notice to discontinue the Memorandum of Understanding is received by any involved party, the remaining involved party will meet to discuss the Memorandum of Understanding.
5. The City of Hector Police Chief, in coordination with the BLHS School Administration, may dismiss or reassign the Officer based upon the City of Hector Personnel Policy and the Hector Police Department Policy.

6. The Officer is not to be assigned supervision duties such as lunch, hallway or detention.
7. Nothing should preclude the Officer from being available in areas where interaction with students is expected.
8. The salary and benefit package will be based on the City of Hector.
9. The City of Hector is responsible for the care, maintenance and upkeep of the Officer's patrol vehicle.

### **Officer Duties**

1. Work closely with BLHS School Administration.
2. Work cooperatively at the Hector School Site and Little Stangs Learning Center, as a proactive resource for the school and community.
3. Provide educational leadership to the students, parents and staff addressing vaping, bullying, tobacco, alcohol, drugs, gangs, violence diffusion, violence prevention, crime prevention and safety in the school.
4. Act as a communications liaison with Law Enforcement agencies to provide basic information concerning students and staff.
5. Gather information regarding potential problems such as criminal activity, gang influence, student unrest and identify particular individuals who may be a disruptive influence on the school and / or students and staff.
6. Take the appropriate steps consistent with a Law Enforcement Officer's duty, when a crime occurs.
7. Work with school officials to refer students and their families to the appropriate agencies for assistance when a need is determined.
8. Refrain from functions as a school disciplinarian.
9. Attend meetings of parent groups and staff wide in-service sessions.
10. Work with BLHS School Administration to develop strategies to prevent or minimize dangerous situations on or near both campuses and develop an updated crisis plan.
11. Promote citizen awareness of Law Enforcement efforts on both campuses to ensure the peaceful operation of school related programs and build support with students and staff.
12. Whenever possible, attend school functions or co-curricular events.
13. File Police reports as required by the Hector Police Department with the corresponding City Attorney or County Attorney.
14. Consult with and coordinate activities through the BLHS School Administration.
15. When conducting formal police interviews on the school campus with a student, Police Personnel shall abide by the Memorandum of Understanding, the BLHS School Policy and the Hector Police Department Policy.
16. Interact courteously and constructively with citizens to enforce the law, while offering problem solving assistance as a constructive solution to community problems.

17. Exhibit a positive attitude and provide leadership in difficult and often highly stressful situations.
18. Respond to Calls for Service originating within the City of Hector.
19. Serve civil process papers, criminal papers and warrants.
20. Collect and preserve evidence; such as pictures, DNA, fingerprints and property when necessary.
21. Respond to accident and fire scenes; administer first aid until more qualified personnel arrive on the scene; directs traffic flow; and assists with transport of patients if needed.
22. Interview witnesses and / or victim(s) and is responsible for the statements to be forwarded to the proper agency for prosecution.
23. Make public presentations at school and / or community functions.
24. Transport prisoners and / or suspects.
25. Answer citizens' requests for information including directions, regulations, ordinances and where to obtain additional information.
26. Assist other agencies such as, but not limited to, the Renville County Sheriff's Office, Buffalo Lake Police Department and MN State Patrol and area communities as needed; mutual aid assists and / or arrests.
27. Respond to business alarms; checks businesses to ensure doors are locked and no vandalism or break-ins have occurred.
28. Testify in court when needed, prepare cases for trial.
29. Maintain confidentially as required by State and Federal Law.
30. Ensure proper maintenance and safe operation of assigned vehicle and equipment.
31. Inspect department equipment, report damaged, lost or improperly operating equipment.
32. Perform other related work assignments as apparent or assigned.

In Summary, as the Chief executive officers of our respective agencies or organizations, we agree and commit to reducing school and community criminal activity through continuing effective dialogue among our agencies, sharing information and providing resources for the Memorandum of Understanding to be a positive asset in our schools and community.

In Testimony Whereof, the Parties sign this Memorandum of Understanding made and entered into this 25th day of September, 2019, by and between the Buffalo Lake-Hector-Stewart School District #2159 and the City of Hector, and bind themselves, their heirs and assigns.

This Memorandum of Understanding constitutes the entire Agreement of the undersigned, and the terms and provisions of this Memorandum of Understanding shall not be altered or modified without the written consent and agreement of the interested Parties'.

This Memorandum of Understanding and the rights and duties of the Parties arising hereunder shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. All Parties agree that the Parties shall comply with all applicable data privacy laws.

Except for claims arising out of the willful or negligent act(s) of the other Parties and/or other Parties' officers, agents, and/or employees, each Party shall hold harmless, indemnify, and defend the other Parties against all claims, expenses, and liabilities incurred, including reasonable attorneys' fees, related to the claims and/or causes of action arising out of the performance or obligations of the Party pursuant to the provisions of this Agreement.

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City of Hector Mayor

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City of Hector Chief of Police

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Buffalo Lake-Hector-Stewart School  
Superintendent

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Buffalo Lake-Hector-Stewart School  
School Board Chair

This document was acknowledged before me on this 15th day of January, 2024, by Daniel Edwards, City of Hector Mayor; by Zachary Pierce, City of Hector Chief of Police; by Allen Schmidt, Buffalo Lake-Hector-Stewart School Board Chair; and by Joel Baumgarten, Buffalo Lake-Hector-Stewart School Superintendent.

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Notary Public

My commission expires: \_\_\_\_\_

## **MUTUAL AID AGREEMENT FOR THE USE OF LAW ENFORCEMENT PERSONNEL AND EQUIPMENT**

The parties to this Agreement are governmental units of the State of Minnesota. This Agreement is made pursuant to Minnesota Statutes § 471.59, which authorizes the joint and cooperative exercise of powers, common to contracting parties.

NOW, THEREFORE, it is mutually agreed as follows:

### **1. Purpose:**

The purpose of this Agreement is to show support and commitment to saving lives and reducing serious injuries through collaboration with cities, counties and states law enforcement agencies throughout the State of Minnesota focusing on traffic safety education and the enforcement of the traffic laws which are most likely to be a causation factor in traffic crashes leading to serious injury and/or death by allowing a city, which is a party to this Agreement to make available to another city or county that is a Party to this Agreement their police personnel and police equipment for 2023-2024 Towards Zero Deaths (TZD) enforcement grant.

### **2. Parties**

A. The Renville County Sheriff's Office is the lead agency and fiscal agent of the grant. The Olivia Police Department, Hector Police Department, Buffalo Lake Police Department and Fairfax Police Department are partnering agencies.

### **3. Requirements**

- A. All agencies agree that all of their officers assigned to work overtime shifts under the grant will meet training, reporting, and enforcement requirements including:
- a. Must complete a SFST Update/Initial (Not necessary if DRE continuing certification requirements have been met)
  - b. Must complete ARIDE (Advanced Roadside Impaired Driving Enforcement) Course Update/Initial – Initial must be completed 6-12 months after SFST.
  - c. Must participate in pre and post enforcement seatbelt surveys
  - d. Must complete and submit enforcement logs to the grant coordinator at the end of his/her overtime shift.
  - e. Must make sure that at least 25% of the overtime hours for seatbelts enforcement under the grant must occur between the hours of 1600 and 0100.
  - f. Must submit figures for reimbursement to the lead agency in a timely manner



4. **Control Over Special Enforcement Activity:**

The Lead Agency will be in command of the TZD Enforcement Activity. The police personnel and equipment will be under the direction and control of the Lead Agency until the Partnering Agency withdraws assistance. This section does not mean that the Partnering Agencies' personnel will be considered employees of the Lead Agency for the purposes of payroll and worker's compensation.

5. **Withdrawal of Assistance:**

Whenever a Partnering Agencies has provided assistance to a Lead Agency, the Partnering Agency may at any time recall such assistance or any part thereof when the Partnering Agency deems it necessary to provide for the best interests of the Partnering Agency's own jurisdiction. Such action will not result in the liability to any Party.

6. **Responsibility of Wages**

- A. All personnel wages will be reimbursed to the partnering agency by the lead agency at the officer's overtime rate, including the cost of fringe benefits, for the predetermined amount of time.
- B. Personnel Wages incurred beyond the predetermined time will be the responsibility of the Partnering Agency.
- C. If an officer who is rendering assistance under this Agreement is required to take a mandatory leave of absence because of discharge of the officer's weapon in the line of duty or for any other reason, the Lead Agency will not be held accountable for the responding party's wages while taking such leave of absence.

7. **Responsibility for Equipment:**

- A. Partnering Agencies will be responsible for damages to or loss of its own equipment. Unused equipment provided by the Partnering Agencies will be returned to the Partnering Agencies by the Lead Agency when circumstances permit this to be done. Each Party waives the right to sue any other Party for any damages or loss of its equipment even if the damages or losses were caused wholly or partially by the negligence of any other Party, its officers, employees or volunteers.
- B. Partnering Agencies will be responsible for all fuel costs and any other vehicle expenses incurred while participating in grant related enforcement.

**8. Workers Compensation:**

Each party will be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

**9. Charges to the Lead Agency:**

A. Partnering Agencies to this Agreement will levy no charges for assistance rendered to a Lead Agency under the terms of this Agreement.

B. Such charges are not contingent upon the availability of the federal or state government funds.

C. If an officer who is rendering assistance under this Agreement is required to take a mandatory leave of absence because of discharge of the officer's weapon in the line of duty or for any other reason, the Lead Agency will not be held accountable for the responding parties' wages while taking a leave of absence.

**10. Prosecution**

Prosecutions shall be handled by the prosecuting authority of the jurisdiction where the citation was issued as is normal practice.

**11. Forfeitures**

Agencies agree that forfeitures shall be handled as normal practice with the arresting (forfeiting) agency receiving the law enforcement proceeds of a forfeiture action.

**12. Performance**

Agencies agree to monitor their personnel's performance during assigned enforcement periods and to address issues such as inactivity or excessive break periods or other issues that conflict with the goals or requirements of the partnership.

**13. No Joint Entity or Partnership:**

This Agreement does not intend, nor does it create, any joint entity or partnerships between the Cities or Counties.

**14. Duration:**

This Agreement will be effective on October 1, 2023 and will continue until September 30, 2024, unless terminated as provided herein.

**15. Withdrawal:**

Any Party may withdraw from this Agreement, by resolution of its governing body, provided that the Party gives a 60-day notice to the other Parties.

**16. Termination:**

This Agreement will terminate when fewer than two Parties wish to continue to participate in this Agreement.

**17. Execution:**

All Parties need not sign the same copy. Each Party will file the signed Agreement with the Renville County Sheriff's Office. Each Party hereto has read, agreed to and executed this Agreement on the date indicated.

I certify that the above resolution was adopted by Renville County Board of Commissioners of Renville County, Minnesota on October 24, 2023.

SIGNED:

WITNESSETH:

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*(Signature)*

***Mayor of Hector***

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*(Title)*

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*(Date)*

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*(Signature)*

***Chief of Police***

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*(Title)*

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*(Date)*