

AGREEMENT
FOR
LAW ENFORCEMENT
SERVICES

This Law Enforcement Services Agreement ("Agreement") is made and entered into by and between the City of Stillwater ("City") and the Stillwater Area Public Schools, Independent School District #834 ("School District") for the provision of law enforcement services to the School District by the City.

Whereas, the School District is desirous of contracting with the City for the performance of the hereinafter described law enforcement functions through the Stillwater Police Department; and

Whereas, the City is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

Whereas, this Agreement is authorized and provided for by the provisions of Minnesota Statutes, Sections 471.59 and 436.05.

NOW, THEREFORE, pursuant to the terms of the aforementioned statutes and in consideration of the mutual promises contained herein, it is mutually agreed between the City and School District as follows:

I. Scope of Services

1. The City, through the Stillwater Police Department ("Police Department"), agrees to provide law enforcement services to the School District to the extent and in the manner hereinafter set forth:
 - a. Except as otherwise specifically set forth herein, such law enforcement services shall only encompass duties and functions of the type customarily rendered by the Police Department within its jurisdiction under the laws of the State of Minnesota and ordinances of the City of Stillwater.
 - b. The law enforcement services shall include the services of a licensed police officer, known as the School Resource Officer ("SRO"), whose primary responsibility will be serving as a resource person to School District faculty, classroom members and school administrators in the prevention and diversion of juvenile behavior problems. The designated officer will also provide enforcement of the Juvenile Code of the State of Minnesota, Minnesota Statutes, Chapter 2608, as it relates to the School District, and any other applicable state and local laws and regulations.
2. Contractual Duties. In addition to any other duties specified in this Agreement, the school resource officer's contractual duties include: (a) fostering a positive school

climate through relationship building and open communication; (b) protecting students, staff, and visitors to the school grounds from criminal activity; (c) serving as a liaison from law enforcement to school officials; (d) providing advice on safety drills; (e) identifying vulnerabilities in school facilities and safety protocols; (f) educating and advising students and staff on law enforcement topics; and (g) enforcement of criminal laws. The school resource officer must not use force or the authority of the office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

3. Disclaimer. Nothing in this subdivision limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.
4. The City shall furnish and supply all necessary labor, equipment, communication facilities and dispatching, supervision and oversight of job duties related to law enforcement activities, and supplies necessary to provide the services required by this Agreement. The School District shall, under the direction of the School Principal, furnish a secure office location for the employee to work, a district office phone, a district computer.
5. Violations of laws or ordinances for which an arrest is made shall be prosecuted in the appropriate court(s) of the City under the laws of the State of Minnesota or ordinances of the School District, and the fines, if any, shall be remitted in accordance with the laws of the State of Minnesota.
6. The SRO will normally be scheduled to work an eight (8) hour shift concurrent with the regular school day or special school activities. The schedule may be changed from time to time to best serve the needs of the School District. The SRO shall serve as a full-time school resource deputy throughout the school year. The school calendar is attached and will be provided when the school board approves it in future years.

II. Assumption of Liability/Insurance

1. Except as otherwise provided herein, the School District shall not assume any liability for the direct payment of any salaries, wages, or other compensation of any City personnel providing law enforcement services to the School District under this Agreement and the City hereby assumes said liabilities.
2. Except as otherwise provided herein, the School District shall not be liable for compensation or indemnity to any City employee for injury or sickness arising out of their employment with the City and/or provision of law enforcement services to the

School District, and the City agrees to hold harmless the School District against any such claims.

3. School districts are not able to enter into indemnification provisions. Therefore, each party to this Agreement agrees to be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for acts of the other party and the result thereof. The liability of both the City and School District shall be governed by the provisions of the Municipal Torts Claim Act and other applicable laws.
4. The City agrees to maintain during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance or self-insurance in amounts deemed appropriate by the City.
5. All City personnel performing duties pursuant to the Agreement shall at all times and for all purposes be considered employees of the City.

III. Payment

1. The School District agrees to pay the City the actual direct costs and expenses of providing the School District with the law enforcement services provided for by this Agreement, including the full-time services of .75 full-time equivalent (FTE) officer. The City will assign the officer to other duties when school is not in session and shall pay all personnel costs for the period.
2. Direct costs and expenses shall mean the salaries, employer's public employee retirements contributions, workers' compensation premiums, and vacation pay of the dedicated employees of the City who perform the law enforcement services to the School District under this Agreement, as well as other related and customary costs incurred by the City as a direct result of providing the law enforcement services to the School District under this Agreement. Direct costs and expenses shall not include items of cost and expense attributable to services and facilities provided or available to the School District which by state law the City must provide. Computation of actual costs hereunder shall be made by the Police Department's Budgeting and Accounting Division.
3. The City shall bill the School District on a semi-annual basis for the provision of services under this Agreement, and the School District shall pay the amount required under this Agreement on a semi-annual basis by directing to the City a check or voucher payable to the City of Stillwater.
4. For the 08/01/2026 - 12/31/2026 school year, the 1.0 FTE salary and benefits is expected to be approximately \$54,322.67. For the 01/01/2027 - 06/30/2027 school year, the 1.0 FTE salary and benefits is expected to be \$67,080.00.00. The School

District will pay 75% of the actual salary and benefits for the term of the Agreement.

IV. Cooperation of Parties

- I. To facilitate the City's performance pursuant to this Agreement, the School District and City shall work together to achieve the objectives of this Agreement for the benefit of the school. Each party to this Agreement shall designate a liaison for the purposes stated above. Meetings of the liaisons can be called by any of the parties as requested.
2. The personnel selected for the SRO position shall be determined by the Police Department in cooperation with the School District. The manner and standards of performance, discipline and control of personnel, methods of providing law enforcement services, and other matters incident to the performance of the law enforcement services under this Agreement shall be determined by the Police Department. The Police Department will seek input from the School District throughout the evaluation process of the SRO.
3. In the event the School District notifies the City that it is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in assigned personnel, the City shall make a reasonable effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the City to provide services to other areas of Stillwater in a timely and efficient manner.

V. Additional Terms

1. It is understood that this Agreement contains the entire agreement between the parties, and that no statement, promises, or inducements made by any party hereto, or any officer, agent, or employee of any party hereto which is not contained in this written Agreement shall be valid and binding. This Agreement may not be modified except in writing, signed by all parties.
2. The effective date of this Agreement is August 17, 2026.
3. This Agreement shall remain in effect for a period of three (3) years, unless earlier terminated by operation of the law or pursuant to Section V(4) herein. This Agreement shall automatically renew for a period of one (1) year following the expiration of the initial three (3) year term and/or any renewal term.
4. This Agreement may not be terminated by any party during the first year from the effective date of the Agreement. This Agreement may be terminated at any time and without any financial penalty during the second or third year and/or any renewal term
of the Agreement by giving the other party written notice ninety (90) days prior to the termination date.

5. Notice shall be sent:

a. To the City:

City of Stillwater
Attention: City Administrator
216 4th Street North
Stillwater, Minnesota 55082

b. To the School District:

Stillwater Area Public Schools
ISD #834
1875 Greeley Street South
Stillwater, Minnesota 55082

c. To the Police Department:

Stillwater Police Department
Attention: Chief of Police
216 4th Street North
Stillwater, Minnesota 55082

6. This Agreement may not be assigned without the written consent of all parties.

7. This Agreement shall be construed under the laws of the State of Minnesota.

8. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the School District has caused this Agreement to be signed by its Superintendent and attested to by its Clerk, and the City has caused this Agreement to be signed by its Mayor and City Clerk, and seal of the City and School District affixed thereto.

STILLWATER AREA PUBLIC SCHOOLS ISD #834

School Board Chair

Date

School Board Clerk

Date

ATTEST:

By _____
Its Clerk

IN WITNESS WHEREOF, the School District has caused this Agreement to be signed by its Superintendent and attested to by its Clerk, and the City has caused this Agreement to be signed by its Mayor and City Clerk, and the seal of the City and School District affixed thereto.

CITY OF STILLWATER, MINNESOTA

By: _____

Its Mayor

Dated: _____

ATTEST:

By _____

Its City Clerk