

SCHOOL RESOURCE OFFICER AGREEMENT

This AGREEMENT, made this 10th day of December, 2018, by and between Independent School District No. 659 (“SCHOOL DISTRICT”) and the City of Northfield, a Minnesota municipal corporation (“CITY”), (collectively, the “PARTIES”).

WHEREAS, SCHOOL DISTRICT is in need of and desires to receive certain law enforcement services from CITY; and

WHEREAS, CITY, through its police department, is willing and able to provide certain law enforcement services to SCHOOL DISTRICT; and

WHEREAS, SCHOOL DISTRICT and CITY desire to join in a mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement.

NOW, THEREFORE, in consideration of the mutual agreements and provisions herein set forth, SCHOOL DISTRICT and CITY agree as follows:

1. SCHOOL RESOURCE OFFICER. For the purpose of this AGREEMENT, the term School Resource Officer shall have the meaning and duties described in this Section.
 - 1.1. School Resource Officer. The School Resource Officer will be an Officer of the Northfield Police Department (“NPD”) who shall be responsible for performing the duties set forth in Paragraph 1.4 of this Section;
 - 1.2. The School Resource Officer will be for the purposes of this AGREEMENT a Contracted Agent of the SCHOOL DISTRICT and have access to all such information deemed necessary for the completion of the School Resource Officer duties as approved by the SCHOOL DISTRICT.
 - 1.3. School Resource Officer Employed by CITY. The Northfield Police Chief shall assign a law enforcement officer to serve as the School Resource Officer in SCHOOL DISTRICT. The Chief of Police in conference with SCHOOL DISTRICT officials shall select the officer. The School Resource Officer shall be a licensed peace officer in the NPD and an employee of CITY, and will operate under the direct administration and supervision of the Chief of Police or his/her designee. Law enforcement services rendered to SCHOOL DISTRICT under this AGREEMENT shall be at the sole discretion of the Chief of Police. CITY shall assume all obligations and payments with regard to School Resource Officer salaries and benefits including workers compensation, PERA, withholding taxes, etc. SCHOOL DISTRICT will reimburse CITY for such expenses pursuant to Section 4 of this AGREEMENT. Consistent with the relationship between the PARTIES, the School Resource Officer shall not be represented to the public as an employee of SCHOOL DISTRICT by either CITY or SCHOOL DISTRICT.

1.4. Duties of the School Resource Officer. The School Resource Officer will:

- 1.4.1. Strive to develop a better understanding within SCHOOL DISTRICT's schools of the law enforcement process.
- 1.4.2. Meet regularly with SCHOOL DISTRICT's administrators and special education personnel regarding law enforcement procedures and juvenile court procedures, and impart knowledge of families, neighborhoods, individuals, statistics, and trends when requested and in accordance with applicable law. The Police Chief shall meet with SCHOOL DISTRICT'S administrative team at least twice during the school year, preferably once at the start and once at the end of each school year in order to assess current police involvement in the schools.
- 1.4.3. Confer with SCHOOL DISTRICT parents, students, neighbors, school personnel and other members of the community regarding pre-delinquent behavior.
- 1.4.4. Conduct investigations within SCHOOL DISTRICT, its facilities and the surrounding community, both criminal and otherwise as deemed necessary by NPD or by mutual agreement between NPD and SCHOOL DISTRICT personnel.
- 1.4.5. Identify problems focused on children by inspecting SCHOOL DISTRICT schools' area, grounds and property, being watchful for loiterers and suspicious persons or automobiles, frequently visiting high-delinquency areas for law violators, and observing matters conflicting with the best interests of SCHOOL DISTRICT's pupils.
- 1.4.6. Take part in SCHOOL DISTRICT functions and community projects as deemed necessary by mutual agreement between CITY AND SCHOOL DISTRICT personnel in order to become acquainted with parents, businesspersons and community leaders and to assist in the social and cultural development of pupils, dropouts and recidivists.
- 1.4.7. Organize law enforcement or related educational programs within the framework of existing SCHOOL DISTRICT programs, as subject to approval by SCHOOL DISTRICT personnel.
- 1.4.8. In the instance of law violations, serve in the normal police officer capacity to protect life, limb, and property; to prevent crime, to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing orient activities toward rehabilitation and correction.
- 1.4.9. Work in cooperation with SCHOOL DISTRICT administrators towards mutually agreed upon goals involving NPD, SCHOOL DISTRICT's schools or its students. The School Resource Officer shall not have disciplinary authority within the school.

1.4.10. In the course of performing the duties of this AGREEMENT, respond to emergency calls within the NPD service area when necessary, investigate cases assigned by the Chief of Police, and attend trainings and perform special duties as assigned by the Chief of Police. These responsibilities will require flexibility in the hours that the School Resource Officer works and require the freedom to leave SCHOOL DISTRICT's facilities at various times.

1.4.11. Generally, subject to the requirements of Paragraph 1.4.10 above, the School Resource Officer shall spend a minimum of fifty percent (50%) his/her annual hours worked (1040) in or at SCHOOL DISTRICT schools and functions during the school calendar year. If schools in SCHOOL DISTRICT are not in session, the School Resource Officer will function as and perform the duties of a patrol officer for NPD under the direct supervision of the Chief of Police or his designee within the jurisdiction of the City of Northfield. Prior to the start of the school year a schedule will be developed by the Chief of Police or designee in consultation with SCHOOL DISTRICT personnel as identified by the Superintendent of Schools.

2. RESPONSIBILITY OF SCHOOL DISTRICT. It shall be the responsibility of SCHOOL DISTRICT to:

2.1. Provide guidance and assistance to the School Resource Officer through SCHOOL DISTRICT's principals, teachers, administrative staff, other personnel and student body.

2.2. Provide a private office, desk, and telephone with outside line for use by the School Resource Officer to meet with students and staff on both a public and private meeting basis and to conduct and perform his/her duties as necessary and as otherwise assigned and directed by the Chief of Police.

2.3. Require its principals to coordinate the efforts of the School Resource Officer within the schools.

2.4. Provide clerical help and assistance to the School Resource Officer when needed by the officer within any school at which the officer is working in his/her capacity as School Resource Officer. This includes providing the supplies and materials needed. Clerical help and assistance and supplies and materials will be limited to those duties of the School Resource Officer directly related to law enforcement or related educational programs within the framework of existing SCHOOL DISTRICT programs.

2.5. Provide an assessment of the services received under this AGREEMENT to CITY, if requested by CITY.

3. RESPONSIBILITY OF CITY. It is the intention of CITY to provide a School Resource Officer to SCHOOL DISTRICT, and it shall be the responsibility of CITY to:

- 3.1. Assign one licensed peace officer to SCHOOL DISTRICT to act as School Resource Officer at SCHOOL DISTRICT's schools.
- 3.2. Provide NPD equipment needed by the School Resource Officer to perform necessary functions and duties.
- 3.3. Provide training and education within the scope of NPD.
- 3.4. Provide temporary replacements for the School Resource Officer as deemed necessary by NPD.

4. CONSIDERATION.

- 4.1. SCHOOL DISTRICT shall pay CITY the sum of \$24,926 for the period of January 1, 2019, through June 30, 2019. SCHOOL DISTRICT shall pay CITY the sum of \$29,361 for the period of July 1, 2019, through December 31, 2019. SCHOOL DISTRICT shall pay CITY the sum of \$58,722 each year as consideration for CITY's provision of the School Resource Officer for the calendar years of 2020 and 2021, with two equal payments of \$29,361 annually on or before June 1 and December 1, respectively, of each year. The initial payment being made on June 1, 2019 and the final payment on December 1, 2021. CITY shall provide SCHOOL DISTRICT an invoice for the amount owing and payable to CITY at least thirty (30) days in advance of the respective dates upon which payment by SCHOOL DISTRICT is required to be made.

5. TERM. The term of this AGREEMENT is for THREE (3) years and shall be effective as of January 1, 2019 and shall continue to December 31, 2021. This AGREEMENT shall be in effect as determined above unless terminated by either party. Termination of this AGREEMENT by either party shall be effective by delivering to the other party a preliminary written notice of termination not less than ninety (90) days prior to the date of termination of the AGREEMENT. All payments due under this AGREEMENT shall be prorated in the event of such termination.

6. INDEMNIFICATION.

- 6.1. As a condition of CITY's assignment of a School Resource Officer pursuant to this AGREEMENT, SCHOOL DISTRICT agrees to and shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by SCHOOL DISTRICT or its agents, employees, contractors or subcontractors with respect to SCHOOL DISTRICT's performance of its obligations under this AGREEMENT. SCHOOL DISTRICT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at SCHOOL DISTRICT's expense, with counsel reasonably acceptable to CITY. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall

not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this AGREEMENT.

- 6.2. CITY agrees to and shall indemnify, protect, save harmless and insure SCHOOL DISTRICT, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this AGREEMENT. CITY shall defend SCHOOL DISTRICT against the foregoing, or litigation in connection with the foregoing, at CITY's expense, with counsel reasonably acceptable to SCHOOL DISTRICT. SCHOOL DISTRICT, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of SCHOOL DISTRICT. All indemnification obligations shall survive termination, expiration or cancellation of this AGREEMENT.
7. VOLUNTARY AND KNOWING ACTION. The PARTIES, by executing this AGREEMENT, state that they have carefully read this AGREEMENT and understand fully the contents thereof; that in executing this AGREEMENT they voluntarily accept all terms described in this AGREEMENT without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
8. AUTHORIZED SIGNATORIES. The PARTIES each represent and warrant to the other that (1) the persons signing this AGREEMENT are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this AGREEMENT against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
9. GOVERNING LAW. This AGREEMENT shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this AGREEMENT without regard to its choice of law or conflict of laws principles.
10. DATA PRACTICES. The PARTIES acknowledge that this AGREEMENT is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
11. NO WAIVER. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this AGREEMENT or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this AGREEMENT. Any express waiver of a term of this AGREEMENT shall not be binding and effective unless made in writing and properly executed by the waiving Party.

12. AMENDMENTS. This AGREEMENT may not be amended except in writing properly executed by the PARTIES hereto. Except as specifically amended, this AGREEMENT shall remain in full force and effect.
13. ASSIGNMENT. This AGREEMENT may not be assigned by either Party without the written consent of the other Party.
14. SEVERABILITY. The invalidity or unenforceability of any provision of this AGREEMENT shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this AGREEMENT to the extent of its invalidity or unenforceability, and this AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain that particular provision to the extent of its invalidity or unenforceability.
15. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this AGREEMENT. The headings to the various sections of this AGREEMENT are solely for the convenience of the PARTIES, are not part of the AGREEMENT and shall not be used for the interpretation of the validity of the AGREEMENT or any provision hereof.
16. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and SCHOOL DISTRICT arising prior to the expiration of this AGREEMENT (whether by completion or earlier termination), shall survive such expiration.
17. EXECUTION. This AGREEMENT may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the AGREEMENT, and may be appended to, any other counterpart. Facsimile transmission of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 659

By: _____
(Signature)

Title: _____

Print Name: _____

Date: _____

By: _____
(Signature)

Title: _____

Print Name: _____

Date: _____

CITY OF NORTHFIELD

By: _____
Rhonda Pownell, Its Mayor

Date: _____

By: _____
Monte Nelson, Its Chief of Police

Date: _____

By: _____
Deb Little, Its City Clerk

Date: _____