CONTRACT BETWEEN PIPESTONE COUNTY
AND SCHOOL DISTRICT #2689
TO PROVIDE A LAW ENFORCEMENT RESOURCE OFFICER

THIS AGREEMENT, made and entered into this 9th day of November ,2026, Through June 30,2027, by and between the County of Pipestone, hereinafter referred as the "County", and the Pipestone Area School District #2689, hereinafter referred to as the "School District".

WITNESSETH:

WHEREAS, the School District desires to contract with the County whereby the County, through its Sheriff's Office, would provide law enforcement services within its School District boundaries; and

WHEREAS, the County and the Sheriff agree to render such services upon the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized by the provisions of Minn. Stat. 471.59.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed between the parties as follows:

**Section 1. PERFORMANCE OF LAW ENFORCEMENT PROTECTION**

The County agrees, through the office of the Sheriff of the County, to provide five (5) days per week, when school is in session, police protection within the limits of the School District to the extent and in the manner hereinafter set forth.

Except otherwise specifically provided herein, the service to be provided by the County shall encompass those duties and functions which are the type normally coming within the jurisdiction of and customarily rendered by the Sheriff under the applicable statutes of the State of Minnesota.

It is agreed that the School District shall receive police protection to be provided by such personnel as may be assigned by the Sheriff using such vehicles as the Sheriff, in his discretion, shall deem necessary. The police protection contemplated hereby shall include patrolling and answering police calls within the School District. The manner in which such service is rendered, the standards of performance, discipline of officers and all matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the County through the Sheriff's Office.

The services contemplated hereby are scheduled police services which will, in fact, be provided to the School District for the number of contracted hours reasonably anticipated and required. It shall include in which, in the opinion of the Sheriff, a police emergency occurs which requires a different use of the officer and/or the patrol vehicle,

performance of special details relating to the law enforcement service, the enforcement of State statutes, performance of traffic law enforcement, enforcement of the Juvenile Code of the State as said code relates to the School District.

This contract covers regular on-duty, off-duty, special events, or special services to be performed for the School District of Pipestone.

In addition to the hours that are anticipated under this agreement, it is expected that additional hours will need to be provided on behalf of the School District including, but not limited to, the following: court appearances by Deputies for matters arising in the School District; extended shifts which may be required as the result of a Deputy being involved in business prior to the end of his shift which requires him to spend time beyond the end of this shift; emergency calls; investigations; and official events which are held in the School District that would require additional law enforcement protections. The Sheriff will be responsible for proper statutory required licensing of all the Deputies.

It is agreed that all personnel employed to render the services contemplated hereby shall be employees of the County, and that the County shall therefore be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reasons of their contract with the County entered into through its collective bargaining units.

The County agrees that all insurance required to adequately cover vehicles, personnel and equipment used by the County in the provision of the services contemplated herein will be provided by the County including licensing said vehicles, and these costs are included in the total costs of the contract.

It is agreed that the County shall provide all necessary labor, supervision, equipment, communication facilities, dispatching and necessary supplies to maintain and provide the police service to be rendered hereunder and these costs are included in the total costs of contract to the School District of Pipestone. The School District is not obligated to, or responsible for, or liable for compensation or indemnity to any County official, agent or employee for injury or sickness arising out of his employment, and the County agrees to hold harmless the School District against such claim.

It is hereby agreed the School District and all of its officers, agents and employees shall cooperate and assist the County and the Sheriff to facilitate the provision of the services contemplated here.

The Pipestone Area School District and Pipestone County Sheriff's Office will adopt MSBA/Masa Policy 507.5 (see attached)

**Section 2. TERM OF CONTRACT**

The term of this contract extension shall be October 31, 2026 to June 30, 2027.

**Section 3. COSTS AND PAYMENTS**

For performing and services contemplated hereby, the County agrees to contract for (5) days per week, when school is in session.

It is understood by the County and the School District that costs and expenses herein do not include items of cost and expense attributable to services and facilities provided or available to the School District which by state law the County must provide to the School District.

**Section 4. SUPERVISION**

The Sheriff will establish the work schedule to perform the law enforcement services to the School District of Pipestone. The School District of Pipestone or their designee will give input in regards to scheduled police services for their School District. The County shall have the exclusive control and supervision of the personnel provided by the County to render police protection to the School District.

**Section 5. INDEMNIFICATION**

The School District does not assume any liability for the direct payment of any salaries, wages or other compensation to personnel employed by the County to perform the services contemplated hereby, nor does it assume any other liability other than that provided for in this agreement. Deputy Sheriffs and officers, agents and employees of the Sheriff's Office are deemed to be officers, agents and employees of the County.

There will be annual reviews of Costs and Payments to reflect changes, if any, resulting from the total budget.

The School District, its officers, agents and employees, shall not be deemed to assume any liability for any intentional or negligent acts of the County or any officer, agent or employee of the County, and the County shall indemnify and hold the School District and its officers, agents and employees harmless from any intentional or negligent act of the County or any officer, agent or employee of the County, and the County agrees to defend the School District, and its officers, agents and employees from any claim for damages resulting from any act or circumstances involving the County, its officers, agents or employees or equipment. The County upon the School District's request shall provide a copy of an adequate liability insurance policy to the School District.

The County, its officers and employees and the Sheriff shall not be deemed to assume liability for any intentional or negligent acts of the School District. The School District agrees that it will hold the County and Sheriff harmless from and shall defend its officers, agents and employees against any claim for damages resulting from such acts.

**Section 6. COMMUNICATION**

In order to maintain a direct channel of communication between the County and the School District, the Sheriff or one of his Deputies appointed by him, shall attend any School Board meetings when requested by either the board or the School District Superintendent. The Sheriff may also request to appear before the School Board.

**Section 7. MOTOR VEHICLES**

The County will lease or purchase at its option one (1) squad car for use in the School District of Pipestone. The County will maintain full insurance coverage for the vehicle. The vehicle shall be fully equipped for police use. Use or ownership of the vehicles will remain with Pipestone County.

**Section 8. NONDISCRIMINATION; PENALTY**

No discrimination because of race, color, national origin, ancestry, sex or religion shall be made in the employment of persons to perform services by the County under this contract. The County agrees to meet all requirements of Federal and State Statutes pertaining to nondiscrimination employment.

**Section 9. COMPLETENESS OF AGREEMENT**

The provision embodied in this agreement contain all covenants, agreements, obligations, and stipulations agreed to by the parties and on execution hereof, any and all previous and existing agreements and/or contracts entered into between the parties are hereby declared by mutual consent to be null and void. Further, there are no other understandings, representations or agreements, written or oral, not incorporated herein. This agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed herein. Upon notice given by any party, later negotiations may

be undertaken for the purpose of revising, adding to or striking any provision(s) of this agreement which appears unworkable or insufficient to perfect, maintain, and ensure the purpose of this agreement. Any change of the original provisions of this agreement, after agreement between the County and School District, shall be written and attached to this agreement. This later revision, addition or deletion shall only apply to the provision revised, added or deleted and the remainder of this agreement shall remain in full force and effect.

This contract between the County and the School District will include Exhibit A.

**Exhibit A = 2026** Proposed costs for the School District of Pipestone Contractual Agreement calculated on a nine (9) month. **IN WITNESS WHEREOF,** the School District has caused this agreement to be executed by its School District Chair and Clerk by the authority of its governing body adopted on the 9th day of**, November, 2026** and the County of Pipestone has caused this Agreement to be executed by its Chair and attested by its Auditor pursuant to the authority of the Board of County Commissioners by Resolution dully adopted on the_____day of November**, 2026.**

**SCHOOL DISTRICT #2689 State of MN**

**BY:_____**
**Chair of the Board**

**BY:_____**
**Clerk of the Board**

**COUNTY OF PIPESTONE**

**BY:_____**
**Chair of the Board**

**BY:_____**
**Clerk of the Board**

**EXHIBIT A**
**School District #2689 Law Enforcement Contract**

One (1) Deputy is assigned to the School District #2689 State of Minnesota for five days each week of the school year.

The total due to maintain the School Resource Officer for the school year 2026/2027 will be $61,215.

The amounts are based on the salary of the officer and the equipment used by the officer for the calendar year.

Amounts due may be submitted quarterly to:

Pipestone County Auditor/Treasurer
416 Hiawatha Ave. South
Pipestone, MN 56164

Respectfully submitted,

_____
Keith Vreeman
Pipestone County Sheriff

10/26