AGREEMENT TO PROVIDE
SCHOOL RESOURCE OFFICER (SRO) SERVICES TO
RUSH CITY SCHOOL

This is an Agreement between political subdivisions consisting of County of Chisago (hereinafter referred to as the "COUNTY"), by and through the Chisago County Sheriff's Office, 15230 Per Rd., Center City, Minnesota 55012; the City of Rush City, (hereinafter referred to as the "MUNICIPALITY"), located at 325 So. Elliot Ave. Box 556, Rush City, MN 55069, and Rush City Public School District, Independent School District 139 (hereinafter referred to as the "SCHOOL") located at 51001 Fairfield Ave., PO Box 566, Rush City, Minnesota 55069 (collectively referred to herein as the "PARTIES") to provide School Resource Officer services to the SCHOOL for the period September 1, 2026 through August 31, 2027.

WHEREAS, the COUNTY, through the Chisago County Sheriff's Office (hereinafter referred to as the "SHERIFF") provides law enforcement services to the MUNICIPALITY, under a separate contract pursuant to Minnesota Statute §436.06, consisting of patrol services within the residential areas, businesses, parks and other public properties, enforces state statutes and ordinances of the MUNICIPALITY, and this Agreement shall be separate from that Agreement;

WHEREAS, the PARTIES wish to cooperatively provide "School Resource Officer" (also referred to herein as "SRO") services to the SCHOOL to enhance security and safety within the SCHOOL facilities and SCHOOL property; to build positive relationships between law enforcement, students and school staff; and to increase individual accountability on a consistent basis. The PARTIES agree that it would be advantageous to the SCHOOL and the MUNICIPALITY to contract with the COUNTY for said services;

WHEREAS, such agreements are authorized under Minnesota Statutes § 471.59 authorizing any two or more governmental units to come together to jointly exercise their powers, and specifically authorized for by the provisions of Minnesota Statute § 436.05 authorizing the governing bodies of towns and the sheriff of any county to contract for the furnishing of police/law enforcement services;

WHEREAS, the PARTIES to this Agreement acknowledge the purpose of this Agreement is to formalize the relationship for the SHERIFF'S increased services to the SCHOOL. The purpose is to further, heighten availability of law enforcement for responses to the SCHOOL's calls for service; secure law enforcement presence at SCHOOL events and facilities, and increase response to, and investigation of, criminal or delinquent offenses committed on school grounds or facilities; and

WHEREAS, the COUNTY is agreeable to rendering such services, which shall be referred to as "School Resource Officer" (SRO) services, on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, the COUNTY, the MUNICIPALITY, and the SCHOOL agree as follows:

I. SCOPE OF SERVICES

1.1 **The COUNTY.** The COUNTY, by and through the SHERIFF, agrees to provide "School Resource Officer" services to the SCHOOL which will include, but not be limited to, the following:

A. Increase physical presence and engage with students and staff during SCHOOL hours or at designated SCHOOL events to establish rapport between the SRO and the student population;

B. Patrol SCHOOL grounds and facilities during specified times or events in order to:

(1) Reduce or deter incidents of school violence;
(2) Maintain a safe and secure environment on school grounds;
(3) Reduce frequency or intensity criminal, delinquent, or juvenile petty offenses;

C. Coordinate with SCHOOL administration and staff the SCHOOL's Emergency Operations Plans and the implementation of any safety drills including fire, inclement weather, active shooter or other lock-down drills;

D. Periodically review and assess the SCHOOL's physical space, policies, and/or procedures to complete a threat assessment and evaluate potential risks for student and staff safety;

D. Present drug awareness and resistance education (DARE or other similar program) to students or provide personal safety education to students and/or staff as requested by SCHOOL administration;

E. Respond to complaints and investigate matters of alleged criminal or delinquent activity;

F. Provide appropriate, and when warranted, immediate response and interventions regarding students who may be abused, neglected and otherwise maltreated pursuant to Minnesota Chapters 260E or 260C. This response may include making reports to the local social service agency, taking immediate action to place a student on a hold pursuant to Minnesota Statute § 260C.175; or enforcing court orders;

G. Assist SCHOOL staff and respond to concerns of visitors at the SCHOOL facilities, including the presence of unauthorized adults, allegations of trespass or threatening behaviors, and alleged violations of Orders for Protection, Domestic Abuse No Contact Orders or Harassment Restraining Orders;

H. The School Resource Officer shall submit to the PARTIES quarterly activity reports detailing the activities of the SRO within the SCHOOL. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided in said reports which would disclose private or confidential data.

1.2 All services shall be provided for during times and at a rate as described in Exhibit A, which is attached hereto and made a part of this Agreement.

1.3 Except as otherwise hereinafter specifically set forth, SRO services shall encompass duties and functions of the type within the jurisdiction of a licensed peace officer, including but not limited to:

A. Enforcement of criminal law and protection of students and staff and the public against criminal activity; the SRO shall follow the Sheriff's Office chain of command; adhere to SHERIFF's policies and procedure; and comply with the COUNTY'S Personnel Manual;

B. Complete reports related to any reported incidents of alleged criminal or delinquent activity and investigate said incidents consistent with the SHERIFF's standards and expectations, utilizing other COUNTY resources and investigative tools, as appropriate;

C. Coordinate, when practical, the investigative approach between the SHERIFF and the SCHOOL. The SRO need not coordinate with SCHOOL administration or staff when

disclosure of information is deemed to jeopardize an ongoing investigation. The SRO shall comply with applicable legal standards for searches, seizures, and interviews. The SRO will not be involved with administrative activities of school personnel unless a violation of law (criminal, delinquent, juvenile petty offense, or juvenile traffic offense) is alleged or there is an exigent circumstance requiring intervention for safety or to prevent flight;

D. The SRO shall wear a Chisago County Sheriff's Office–approved uniform or other approved attire;

1.4 The manner and standards of performance, the discipline of peace officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the SHERIFF and/or the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the level or manner of performance of such service, the determination thereof made by the SHERIFF of the COUNTY shall be final and conclusive as between the PARTIES hereto, subject however, to the provisions of Section II., herein.

1.5 In the event the MUNICIPALITY or SCHOOL, through its respected elected body or authorized agent(s), notifies the COUNTY that it is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.

1.6 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY and SCHOOL agree that the COUNTY shall have the full cooperation and assistance from the MUNICIPALITY and SCHOOL, their respective officers, agents and employees.

1.7 The COUNTY shall furnish and supply all necessary labor, supervision, equipment including a radio, cell phone and computer (except the SCHOOL will provide equipment as provided in Section 1.9 herein), communication facilities and dispatching, and supplies necessary to provide requisite services unless otherwise agreed to and described in Exhibit A.

1.8 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY, on SCHOOL property, or SCHOOL facilities, as is currently provided by law.

1.9 **The SCHOOL.** The SCHOOL administration, teachers and staff will generally support and cooperate with the assigned School Resource Officer and

A. The SCHOOL will provide the SRO with a work space within the SCHOOL, conducive to performing School Resource Officer services that will accommodate the confidential nature of the work; this work space may include a desk with drawers, chair, file cabinet for records or materials with a locking mechanism;

B. The School will allow reasonable opportunity for the SRO to provide information and/or address students, teachers, school staff, and parents about the SRO services, goals and objectives. School Administration will coordinate with the SRO on issues related to security and/or criminal or juvenile justice issues.

C. When contraband is located on school property by any teacher, administrator or other school staff, the SRO shall be notified.

II. TERM OF AGREEMENT/TERMINATION

2.1 This agreement shall commence September 1, 2026 through August 31, 2027.

2.2 Any PARTY may terminate this Agreement by notifying the other two (2) PARTIES in writing of their intent to terminate the agreement six (6) months prior to the commencement of the next contract period.

2.3 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

Chisago County Administrator Chisago County Government Center 313 North Main Street. Rm 178 Center City, MN 55012	Chisago County Sheriff Chisago County Public Safety Center 15230 Per Rd. Center City, MN 55012
Rush City, Attn: City Clerk City Hall 325 E. Elliot, Box 556 Rush City, MN 55069	Rush City Schools, Attn: Superintendent School District Offices 51001 Fairfield Avenue, PO Box 566 Rush City, MN 55069

III. PAYMENT

3.1 The MUNICIPALITY agrees to pay the COUNTY 26.5% cost of the salary/hours (including a pro rata share of benefits) performed by the School Resource Officer (SRO) covered by this Agreement.

3.2 The SCHOOL agrees to pay the COUNTY 26.5% of the cost of the salary/hours (including a pro rata share of benefits) performed by the School Resource Officer (SRO) covered under this Agreement.

3.3 The COUNTY agrees to be responsible for the Actual cost of employing the School Resource Officer position and cover the remaining 47% not covered by the MUNICIPALITY'S and SCHOOL'S pro rata share of the COUNTY'S total cost. The County will also coordinate and govern the following: wages of the employee engaged in performing said services, including vacation and sick leave; mileage, uniforms; public employees retirement contributions; workers' compensation, automobile, general liability insurance costs; general overhead, including indirect expenses and supplies, radio unit expense, and health expense. Costs as used herein shall include Mobile Data Computer expense. Computation of actual costs hereunder shall be made by the Chisago County Auditor based on information provided by the SHERIFF.

3.4 The COUNTY shall bill the MUNICIPALITY and the SCHOOL on a quarterly basis commencing for services to the SCHOOL as set forth in Exhibit A. The MUNICIPALITY and the SCHOOL shall each be individually responsible for their share as provided in the quarterly billing statement, and each shall pay the COUNTY within 35 days of receipt of the billing statement.

3.5 An estimate of the costs for the upcoming agreement year(s) shall be furnished by the COUNTY to the MUNICIPALITY and the SCHOOL no later than May 1st of the year prior to a cost adjustment. Said estimate shall be for the limited purpose of better enabling the MUNICIPALITY and the SCHOOL to estimate its budget. The MUNICIPALITY and SCHOOL shall indicate in writing its acceptance of the Budget Estimate prior to August 1st of the year the current agreement expires.

IV. ASSUMPTION OF LIABILITIES / INSURANCE

4.1 **Wages of SRO.** Except as may be otherwise provided herein or by addendum, the MUNICIPALITY and the SCHOOL shall not be called upon to assume liability for the direct payment of any salaries, wages, or other compensation to the SRO or any COUNTY personnel performing services hereunder for said SRO Services, and the COUNTY hereby assumes said responsibility for payment of wages and benefits.

4.2 **Workers Compensation.** The COUNTY agrees to be responsible for any claim of injury or sickness to the assigned School Resource Officer stemming from the performance of work under this Agreement. However, the COUNTY does not waive the right to subrogation on a worker's compensation claim brought as a result of work performed under this Agreement.

4.3 **Indemnification**. Each PARTY to this Agreement shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other PARTIES, their respective officers, agents and employees against liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees that the others, their officers, agents and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of act or omission of the PARTY, its officers, agents or employees, in the execution, performance or failure to adequately perform their respective obligations pursuant to this Agreement.

4.4 **Insurance.**

A. The COUNTY agrees to maintain, during the term of this Agreement, general liability insurance to ensure it will be in a position to indemnify the other PARTIES, as required above; and the COUNTY will maintain workers' compensation insurance, public employees' liability insurance, and automobile insurances, in amounts deemed appropriate and not less than the coverage limits prescribed under Minn. Stat. Chapter 466.

B. The MUNICIPALITY and the SCHOOL will each maintain general liability insurance with coverage limits not less than those prescribed in Minn. Stat. Chapter 466, to ensure that each is in a position to indemnify the other PARTIES for any claims arising out of acts or omissions of those MUNICIPALITY or SCHOOL

4.5 Certificate of Insurance: The COUNTY will provide certificate of insurance listing the SCHOOL and MUNICIPALITY as additional insured or additional covered party. The SCHOOL and MUNICIPALITY will provide certificate of insurance listing the COUNTY as additional insured.

V. GENERAL PROVISIONS

5.1 The COUNTY, the MUNICIPALITY, and the SCHOOL shall not discriminate and, to the extent applicable, shall comply with Minnesota Statutes § 181.59. Each PARTY is committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.

5.2 The SCHOOL may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement. Such amendments shall be in writing.

5.3 **Date Practices.** The COUNTY, the MUNICIPALITY, and the SCHOOL must all comply with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, as it applies to all data collected, created, received, maintained, or disseminated by any of the PARTIES hereto in accordance with this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by any PARTY.

5.4 **Federal Educational Rights to Privacy Act (FERPA)** Education Records, defined as records that are directly related to a student and that are maintained by an educational agency, including the SCHOOL, shall not to be released to the SRO, except as provided for in 34 CFR § 99.31

5.5 If any PARTY fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a ten (10) day written notice of the default. Said notice shall be in writing and hand-delivered to the other PARTY. Failure by any PARTY to promptly enforce any term of the Agreement shall not constitute a waiver of the right to enforcement.

5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY and the SCHOOL, or with a law enforcement committee which council or board may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on any party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the SCHOOL or MUNICIPALITY with reasonable notice to the other PARTIES.

5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY, SCHOOL, and the MUNICIPALITY, and attached to the original of this Agreement.

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IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the _____ day of _____, 2026: the SCHOOL, by resolution of its School Board and signature of its Superintendent and Clerk of said Board on the _____ day of _____, 2026; the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the _____ day of _____, 2026.

COUNTY OF CHISAGO

By:

_____
Chair, Board of County Commissioners

By:

_____
Clerk, Board of County Commissioners

CITY OF RUSH

By:

_____
Mayor of the City of Rush City

By:

_____
Clerk

APPROVAL RECOMMENDED:

_____
Brandon Thyen
Sheriff of Chisago County

RUSH CITY SCHOOLS, ISD 139

_____
Superintendent of Schools

By:

_____
Clerk

APPROVED AS TO FORM:

_____
County Attorney Date __6/4/2026_____

EXHIBIT A
AGREEMENT TO PROVIDE SCHOOL RESOURCES OFFICER (SRO) SERVICES BETWEEN CHISAGO COUNTY, THE CITY OF RUSH CITY, AND THE RUSH CITY SCHOOLS, ISD 139

A. HOURS

COUNTY agrees to provide School Resource Officer (SRO) services for the term of this agreement as follows:

1.1 September 1st through May 31st or last student day, whichever is later, of the contact calendar year, totaling 1100 hours to be used at the discretion of SCHOOL;

1.2 An average of 6.5 hours per day for the period September through May (June if student days).

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate County for 550 hours of services for the time period September 1st through May 31st or last student day, whichever is later.

SCHOOL agrees to compensate County for 550 hours of services for the time period September 1st through May 31st or last student day, whichever is later.

The rate of police services is $78.68 per hour for the services provided for the time period September 1st - December 31st of 2026. The rate of police services is $82.89 per hour for the services provided for the time period of January 1st – August 31st, 2027.

C. DESIGNATED OFFICER-IN-CHARGE

The COUNTY shall designate a School Resource Officer to serve and perform the services contemplated in this Agreement the MUNCIPALITY and SCHOOL, to deliver services as set forth in the "Scope of Services" set forth in Section I.