

Agreement for Police Services

This Agreement, effective upon execution and in accordance with the terms of paragraph 3 of this Agreement, is by and between the City of Roseville, a municipal corporation under the laws of the State of Minnesota ("City"), through its Roseville Police Department, and _____, ("**Business**").

WHEREAS, Business operates a _____ business located in the City of Roseville, Minnesota; and

WHEREAS, Business wishes to contract with the City to provide additional law enforcement presence to assist in providing safety, security, and order at its Roseville location in a manner that exceeds normal law enforcement presence; and

WHEREAS, the Roseville City Council, on February 10th, 2025 in Resolution Number 12129, authorized the Chief of Police to enter into Agreements for Police Services on behalf of the City; and

WHEREAS, the Chief of Police has determined that City is willing provide such services.

NOW THEREFORE, it is mutually agreed by and between the City and Business as follows:

1. Scope of Services. The Roseville Police Department will deploy a mutually agreed upon number of police officer(s) (the "**Assigned Officers**") to locations within the City of Roseville, Minnesota owned or controlled by Business (the "**Premises**"). The Assigned Officers will perform duties and functions customarily rendered by police officers of the City of Roseville including providing visible police presence and general law enforcement duties at the Premises (the "**Services**"). The City will retain complete and final authority on supervision, direction, scheduling, assignment, and command and control over the Assigned Officers. The Services include leaving the Premises as necessary to effect arrest or perform law enforcement duties related to an event at the Premises. Assigned Officers will at all times be subject to the control and direction of the City, including being called to answer calls outside the Premises as may be necessary. Business will not exercise control over Assigned Officer's enforcement of laws and Assigned Officers will not enforce any rules and regulations that are not otherwise violations of the law, as determined in the sole discretion of the Assigned Officer, and in adherence to the policies and procedures of the City.

2. On-Site Police Squad Car and Equipment. Assigned Officers will use their city-issued and department approved equipment to perform services identified in this Agreement. If possible, when an Assigned Officer is, the City may provide one (1) fully-equipped police squad car from the City's police department fleet. Such squad car will be located at the Premises during such time that Services are being provided, but such vehicle will otherwise be subject to City's sole direction and control.

3. Time for Completion. The term of this Agreement will commence upon execution, but no sooner than January 1, 2025, and remain in effect until December 31, 2025, on an ongoing basis (the "**Term**").

4. Payment. Business will pay the City, through its Police Department, as follows:

Business will reimburse the City at a flat rate of \$120.00 per Assigned Officer, per hour, for providing services under this Agreement. When the Assigned Officer is entitled under a collective bargaining agreement to additional pay, a business will reimburse the City at a flat rate of \$180.00 per Assigned Officer, per hour, for providing services under this Agreement. A minimum shift of three (3) hours is required. The Roseville Police Department will bill Business for all services provided under this Agreement within one (1) month of completion of services. Business will remit payment no more than thirty (30) days from the date of the invoice.

Assigned Officers may, in their sole discretion or as required by the Roseville Police Department, interrupt their provision of Services in order to discharge their public duties as law enforcement officers and attend to emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services will not be considered a breach of this Agreement. Business is not obligated to pay for, and the City may not charge, fees for activities performed during the time that the Assigned Officer interrupts or temporarily terminates the provision of Services. For administrative convenience, interruptions in Services for the purpose of performing law enforcement activities will be considered de minimus and may be charged to Business whenever such interruption lasts less than one hour.

Business agrees to notify the Roseville Police Department at least 48 hours in advance of cancellation of scheduled police services. Failure to give 48-hour notice will result in a cancellation charge to Business of three (3) hours per Assigned Officer.

5. Emergency Recall. Each Assigned Officer will remain under the Roseville Police Department's command and control and will be subject to emergency calls for service and/or activation of any Tactical Alert in the City. Officers may be called away for duties not related to this Agreement. Business will not be charged for service of any Assigned Officers during any emergency recall. For administrative convenience, interruptions in Services for the purpose of emergency recall will be considered de minimus and may be charged to Business whenever such interruption lasts less than one hour.

6. City's Right to Suspend or Deny Services. The Parties acknowledge that the primary responsibility of the Roseville Police Department is to provide law enforcement services to the City of Roseville. In the event that the City is unable to staff the Services, either on a short-term or long-term basis, for any reason including that it lacks sufficient staffing to provide adequate law enforcement services to the City of Roseville, either on a short term or a long-term basis, the City has the right to suspend Services or deny any request for Services. The City will provide as much notice as possible which may be little or no notice at all, depending on the circumstances. Such suspension or denial will not be a breach of this Agreement.

7. Assignment. The City and Business each binds itself and its successors, legal representatives, and assigns with respect to all covenants of this Agreement, and neither the City nor Business will assign or transfer their interest in this Agreement without the written consent of the other.

8. Responsibility for Acts and Omissions, Insurance. Each party agrees that it is responsible for its own acts and omissions and the acts and omissions of its employees, officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other party or their employees, officials, and agents, or for any liability resulting therefrom. The liability of the City is governed and limited by Minnesota Statutes chapter 466, and other applicable law.

Nothing in this Agreement shall constitute a waiver by the City of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

Each party warrants that it is able to comply with the obligations of this Agreement through commercial insurance.

9. Termination. This Agreement will continue in full force and effect until completion of services described herein unless terminated at an earlier date by either party. Either party may terminate this Agreement by giving no less than 30-days written notice of the intent to terminate to the other party at any time and for any reason. In the event of termination, Business will pay the Roseville Police Department for all services actually, timely, and faithfully rendered up to receipt of the notice of termination and thereafter until the date of termination.

10. Change in Scope of Services. The Roseville Police Department or Business may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the Roseville Police Department and Business.

11. Minnesota Government Data Practices Act. All data created, collected, received, stored, used, maintained, or disseminated pursuant to this Agreement is subject to the requirements of Minnesota Statutes Chapter 13.

12. Equal Opportunity Employment. Each respective party agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, disability, familial status, age, ancestry, creed, public assistance status, marital status, or sexual or affectional orientation, and will take affirmative steps to ensure that all applicants are employed and employees are treated during employment without regard to, race, color, national origin, religion, sex, disability, familial status, age, ancestry, creed, public assistance status, marital status, or sexual or affectional orientation.

The provision shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13. City Authority Over Assigned Officers. The City at all times will be considered an independent contractor for all purposes under this Agreement. The City retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and officers discharge their professional and work duties. The City retains the sole right and authority to decide and direct which employees it will assign, at what times, under this Agreement. The City will be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, workers compensation and benefits of its employees. It is understood that Business will not provide and will not be responsible for workers' compensation insurance for any employee of the City.

14. Entire Agreement. It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof.

15. Requirement of Writing. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and signed by the parties.

16. Amendment of Agreement. This Agreement may be amended by further mutual written agreement of the parties.

17. Counterparts. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

18. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

IN WITNESS WHERE OF, the parties have executed this Agreement, effective the day and year first written above.

BUSINESS

CITY OF ROSEVILLE, MINNESOTA

By: _____

By: _____
Erika Scheider, Chief of Police

Its: _____

Date: _____

Date: _____