



**CITY OF SHAKOPEE**  
**Police Department, 475 Gorman Street, Shakopee, MN 55379**  
**Ph. (952) 233-9400 Fax (952) 233-3811**  
**LAW ENFORCEMENT CONTRACTUAL SERVICE AGREEMENT**

This agreement ("Agreement") is made and entered into by and between the City of Shakopee, Minnesota ("Shakopee") and the City of New Prague, Minnesota ("New Prague"). Shakopee and New Prague are referred to individually as a "Party" and collectively as the "Parties."

**Law Enforcement Services**

Upon a request by Shakopee, New Prague, through its Police Department, agrees to provide uniformed law enforcement officers to perform security and related law enforcement services for Shakopee at the Mystic Lake Amphitheater and surrounding area (the "Facility") during concerts and other special events (collectively, the "Events").

The services shall include, but not be limited to: crowd control; traffic and parking management; enforcement of applicable laws and ordinances; response to incidents and emergencies; coordination with event staff, emergency medical services, and fire personnel; and other public safety functions reasonably necessary to maintain order and protect persons and property at or in the vicinity of the Facility.

The number of police officers, scheduling, and deployment shall be determined by mutual agreement of the parties in advance of each Event, or as otherwise set forth in an event security plan approved by Shakopee. All police officers shall remain employees of New Prague and shall act under the authority of New Prague's Police Department but shall coordinate with Shakopee regarding event-specific operations.

New Prague shall ensure that all personnel assigned under this Agreement are properly licensed and authorized to perform law enforcement services in the State of Minnesota.

All law enforcement personnel provided by New Prague shall be in official police uniforms at all times while performing such services. Any law enforcement officer performing traffic control or directing vehicular or pedestrian traffic under this Agreement shall wear high-visibility safety apparel, including a safety vest, in compliance with applicable law and recognized safety standards. Officers shall be armed in accordance with applicable law and their employing agency's policies. New Prague shall ensure that officers utilize clearly marked police squad vehicles, equipped in a manner consistent with standard law enforcement practices, when providing services under this Agreement.

Shakopee shall compensate New Prague for such services in accordance with the rates and terms set forth in this Agreement.

**Compensation and Payment for Services**

Shakopee shall compensate New Prague for the services provided by Agreement at the rate of \$130 per hour, which shall encompass the wages for personnel including overtime and benefits; all insurance coverage required under this Agreement; the use of New Prague's vehicles and equipment, and any other costs incurred by New Prague in providing services under this Agreement.



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New Prague shall submit itemized invoices to Shakopee following each Event, or on a monthly basis if services are provided for multiple Events in a calendar month. Each invoice shall include, at a minimum, the date and duration of the Event, the number and classification of personnel assigned, and hours worked.

Shakopee shall pay all undisputed amounts within thirty (30) days after receipt of a complete and accurate invoice. Shakopee may withhold payment of any disputed amounts upon written notice to New Prague specifying the basis for the dispute, and the parties shall work in good faith to resolve such dispute promptly.

The hourly rate for law enforcement services set forth in this Agreement may be modified from time to time upon mutual agreement of the respective Police Chiefs/Sheriffs, or their designees, without the need to formally amend this Agreement. Any such modification shall be documented in writing and signed by the authorized representatives of both parties and shall apply only to services provided after the effective date of the agreed modification.

**Personnel of New Prague**

New Prague, including its Police Officers and all personnel providing services under this Agreement, is and shall at all times remain employees of New Prague and not an employee, agent, joint venturer, or partner with Shakopee. Nothing in this Agreement shall be deemed or construed to create any employment, agency, or fiduciary relationship between Shakopee and New Prague or its personnel.

All police officers and other personnel assigned by New Prague shall remain under the direction, supervision, and control of New Prague, and shall not be deemed employees of Shakopee for any purpose, including but not limited to wages, benefits, workers' compensation, unemployment insurance, or tax obligations. New Prague shall be solely responsible for all compensation, benefits, payroll taxes, and other obligations with respect to its personnel.

**Personnel Assignment and Removal**

New Prague shall be solely responsible for the hiring, assignment, supervision, and discipline of all law enforcement personnel providing services under this Agreement. All such personnel shall remain employees of New Prague and subject to its policies and procedures.

Notwithstanding the foregoing, Shakopee may, at its sole discretion, request the removal or reassignment of any law enforcement officer assigned to provide services at Events if, in Shakopee's reasonable judgment, the officer's conduct, performance, or presence is unsatisfactory, inappropriate, or otherwise not in Shakopee's best interest. Upon receipt of such a request, New Prague shall use reasonable efforts to accommodate Shakopee's request and, if feasible, provide a replacement officer of similar experience and qualifications. Nothing in this provision shall be construed to give Shakopee the right to direct New Prague's operations, supervision, or discipline of its personnel beyond Shakopee's limited right to request removal under this section.



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**Insurance.**

Each party shall maintain general liability and automobile liability coverage on their own personnel through the League of Minnesota Cities Insurance Trust, other governmental risk pool, or similar private coverage through an insurance company licensed to do business in Minnesota. Each party shall also maintain workers' compensation and employer's liability insurance on all their employees. Each party shall maintain automobile physical damage coverage on any vehicle used to provide services under this Agreement. New Prague shall be allowed to self-insure any of these required coverages.

**Injuries and Damage to Equipment.**

Each Party shall be responsible for injuries or death of its own personnel. Each Party waives the right to sue the other Party for any workers' compensation benefits paid to its own employees or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party. Each Party shall be responsible for damages to or loss of its own vehicles and equipment. Each Party waives the right to sue the other Party for any damages to or loss of its vehicles and equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party.

**Indemnification.**

To the fullest extent permitted by law, each Party agrees to defend, indemnify and hold harmless the other Party, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of a Party's negligence or a Party's failure to perform its obligations under this Agreement. For purposes of determining total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b), the Parties are considered a single governmental unit and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1. The Parties agree this indemnity obligation shall survive the completion or termination of this Agreement.

This agreement is effective on the date signed and remains in effect until terminated by either Party upon 30 days' written notice to the other Party.

New Prague reserves the right to temporarily or permanently withdraw any assigned law enforcement officer from providing services under this Agreement if such personnel are required to respond to law enforcement duties, emergencies, or other obligations within New Prague's own jurisdiction. New Prague shall not be liable for any damages, costs, or losses resulting from such withdrawal.

**Entire Agreement.**

This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

**Amendments.**

Any modification or amendment to this Agreement, except as set forth above related to the hourly rate, shall require a written agreement signed by both Parties.



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**Savings Clause.** If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Day) (Month) (Year)

**CITY OF SHAKOPEE**

By: \_\_\_\_\_  
Its Police Chief

**CITY OF NEW PRAGUE**

By: \_\_\_\_\_  
Its Police Chief, Tim Applen

By: \_\_\_\_\_  
Its City Administrator, Joshua Tetzlaff

By: \_\_\_\_\_  
Its Mayor, Charles Nickolay