SAINT PAUL
MINNESOTA

August 1, 2022

Memorandum: Mayor and City Council

Subject: Fence Consortium Joint Powers Agreement Resolution Background Information

Mayor and Council members,

Please refer to the following background information as you contemplate Fence Consortium Joint Powers Agreement Resolution

Background

In 2021, a working group comprised of public agency professionals (with police, fire, public works, and emergency management backgrounds) joined together to study options and make recommendations for ways to protect buildings associated with a police department as quickly as possible after a no-notice critical incident. This group determined that deployment of anti-scale fencing could be a tool used to de-escalate tensions during critical events.

The experiences with civil unrest in Minneapolis and Brooklyn Center, demonstrated the critical role that anti-scale fencing provides for de-escalation and establishing a safe space for individuals to exercise their First Amendment rights. Presently, there is no readily available supply of anti-scale fencing in Minnesota. Sourcing and deploying anti-scale fencing can be expected to take 72-96 hours based upon availability and the need to ship it from outside Minnesota. In addition, the fencing is very expensive, is costly to store and requires a number of trained staff to set it up. In response to this identified need, the Fence Working Group was established.

The Fence Working Group's efforts have led to the formation of a Fencing Consortium. The Fencing Consortium is comprised of multiple public safety agencies (members) throughout the seven-county metro that will enter into a joint powers agreement (JPA) to obtain, manage, and deploy when needed, anti-scale fencing to consortium members, while also sharing in the cost.

The intent of the Fencing Consortium is to provide anti-scale fencing within hours, not days, around potentially impacted government building(s) in response to a critical incident. The goals of the anti-scale fencing is to serve as a de-escalation barrier between law enforcement and potential tensions during critical incidents; while also protecting city assets. The benefits include:

1. Providing a physical separation between law enforcement and demonstrators
2. Reducing the need for crowd control measures to be used
3. Creating a safe space for demonstrating
4. Reducing resource demands committed to one location
5. Less officers in **view** may reduce tensions and potential escalation

The purpose and structure of the Fence Consortium is to provide experienced leadership for fence deployment operations across multiple jurisdictions in a unified command structure. This includes considering and planning for operational logistics and tactical planning associated with fence deployment. The Fence Consortium itself is a multi-agency, pre-planned, coordinated resource management system to continue efforts to minimize multiple local and state agencies from being over-extended.

It is important to recognize the anti-scale fencing is not available for planned demonstrations, protecting courthouses during trials, and not for festivals or other city events.

The Fence Consortium will have the responsibility of electing a board of five members which will create the policies and procedures for deployment and be the sole decision point of the group. The board will be made up of two directors representing law enforcement, one representing a fire department, one representing public works and one representing emergency management.

Fence deployment team

One of the biggest costs and factors for the deployment of any fence is the labor, equipment, and scheduling of staffing to setup the fence. Because of this the Working Group determined that the best way to meet these challenges is to use the existing Statewide Public Works Mutual Aid Pact to provide the labor and equipment needed to deploy the fence. Just like police and fire use existing mutual aid agreements during civil unrest, public works would do the same. One key reason for this is that the Joint Powers Agreement (JPA) can leverage these other existing mutual aid agreements when it comes to labor considerations.

Each Consortium member would need to provide between 1 and 3 people who would be assigned to the Fence Deployment Team. This team would train 3 times a year (2 times in person) so that when the call to deploy the fence was made, everyone would be familiar with what needed to be done and it could be done as efficiently as possible. Each Consortium member would cover the costs, including if there was a deployment (likely overtime), of their staff on the Fence Deployment Team. Considerations will be made for small public works departments (just a few members) or agencies with no public works staff.

Prerequisites

Any agency participating in the Fence Consortium must be a member of the Statewide Public Works Mutual Aid Pact. Police and fire agency resources must be members of relevant mutual aid agreements.

Saint Paul is currently a member of the Statewide Public Works Mutual Aid Pact. SPPD and SPFD are members of the relevant mutual aid agreements. Currently seeking City Council's approval to be part of this Fence Consortium.

Project cost

Each member agency's cost is pro-rated based on the footage of fencing needed for their location. The initial projected cost for the City of Saint Paul is approximately $10,000 (which the police department will account for in their annual budget). By comparison, the cost for the fencing at the federal courthouse of the trial of the three former Minneapolis officers was over $265,000 to lease for several weeks. As of today, 19 municipalities have joined the consortium with 5 others providing verbal approvals. The prorated cost currently is $15,700 for the City, but that number is expected to be closer to $10,000 when the consortium is initiated.

Attachment

Fencing Consortium Joint Powers Agreement

Recommendation

Support the resolution adopting the Fencing Consortium Joint Powers Agreement Sincerely,

Judy Hanson

Judith Hanson
Senior Assistant City Attorney

August 16, 2022
Date

Jeremy Ellison
Chief of Police

08/16/2022
Date

Sean Kershaw

Sean Kershaw
Director of Public Works

8/17/2022
Date

Rick Schute
Director of Emergency Management

8/16/2022
Date

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

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.

Fencing Consortium Memo

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