

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

- 1 WHEREAS, the City of Saint Paul Police Department (SPPD) wishes to enter into a Joint Powers
 2 Agreement for Law Enforcement Services with the City of Minneapolis; and
 3
 4 WHEREAS, the City of Minneapolis is in need of additional law enforcement personnel to provide
 5 public safety and security measures for the 2014 Major League Baseball All Star Game; and
 6
 7 THEREFORE BE IT RESOLVED, that the council approves entering into this agreement and authorizes
 8 Chief Thomas Smith to implement the attached agreement with the City of Minneapolis.
 9

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: **Thomas E. Smith, Chief of Police**



Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

JOINT POWERS AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Joint Powers Agreement for Law Enforcement Services is effective July 12 to 16, 2014, by and between the City of Saint Paul, Minnesota, a municipal corporation, ("Saint Paul"), on behalf of its Police Department ("SPPD") and the City of Minneapolis, a municipal corporation, on behalf of its Police Department ("MPD"), pursuant to the provisions of Minnesota Statutes §471.59 ("Agreement").

WHEREAS, Minneapolis will host the 2014 Major League Baseball All Star Game and associated events from July 12, 2014 to July 16, 2014 ("All Star Game"); and

WHEREAS, Minneapolis is in need of additional law enforcement personnel to provide public safety and security measures for the All Star Game; and

WHEREAS, at MPD's request, SPPD is willing to provide law enforcement services identified in this Agreement in connection with the All Star Game.

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes sections 436.05, 471.59, and 626.76, the Parties agree as follows:

1. Law Enforcement Services.

a. Mobile Field Force and Mounted Officers. SPPD will provide to MPD a Mobile Field Force and Mounted Officers of up to twelve law enforcement officers and one or more commander(s) on each of the following dates: July 13, 14, and 15, 2014.

b. Ordinance Disposal Unit and K9 Handlers with Explosive Detection Dogs. SPPD will provide the services of its Ordinance Disposal and K9 Unit as needed in the sole discretion of the SPPD.

c. SWAT services. SPPD will provide city-wide SWAT services to Minneapolis as needed in the sole discretion of the SPPD.

2. Workers' Compensation. Each Party will be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or a program of self-insurance covering its own personnel. Each Party waives the right to sue the other Party for any workers' compensation benefits paid to its own employees or volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

3. Damage to Equipment. Each Party is responsible for damages to or loss of its own equipment used pursuant to this Agreement. Each party waives the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

4. Charges. SPPD will provide law enforcement services under this Agreement at no charge to the City of Minneapolis.

5. Limitations. SPPD's obligation to provide law enforcement services under this Agreement is subject to the following conditions and limitations:

a. SPPD may withhold resources to the extent necessary to provide reasonable protection and police services within the City of Saint Paul.

b. SPPD may recall assistance at any time it determines recall is necessary in the best interests of the City of Saint Paul.

c. SPPD personnel will follow SPPD policies and procedures, but will coordinate services and efforts with MPD command.

d. SPPD will retain control over all of its assets and equipment.

6. Term of Agreement. This Agreement is effective from July 12 to 16, 2014, subject Paragraph 12.

7. Liability and Indemnification.

As provided in Minnesota Statutes section 471.59, total tort liability for acts or omissions pursuant to this Agreement shall not exceed the limits on governmental liability for a single governmental unit as specified in section 466.04, subdivision 1.

The City of Minneapolis agrees to defend and indemnify the City of Saint Paul against any claims brought or actions filed against Saint Paul, or any Saint Paul officer, employee, or volunteer for injury to, death of, or damage to the property of any person, arising from the performance and provision of assistance pursuant to this Agreement. This obligation survives and extends beyond termination or expiration of this Agreement.

The City of Saint Paul is not responsible for any injuries, damages, or losses arising from the acts or omissions of the City of Minneapolis or its officers, employees, agents and assigns.

8. General Compliance. The Parties agree to comply with all applicable federal, state and local laws and regulations governing any services provided under this Agreement.

9. Retention of Records. The Parties will retain records as required by the applicable records retention schedule approved by the Minnesota Records Disposition Panel.

10. Data Practices. The Parties agree to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality.

11. Non-Discrimination. The Parties agree to comply with the provisions of all applicable federal and state statutes and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes §, Section 181.59 and Chapter 363A.

12. Termination. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party.

13. Survival of Obligations. The respective obligations of the Parties under these terms and conditions, which by their nature would continue beyond the term of this Agreement, survive termination, cancellation or expiration of this Agreement.

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14. Severability. Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement invalid or nullified, that fact will not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FOR THE CITY OF MINNEAPOLIS

Approved: _____
Janeé Harteau, Chief of Police

Countersigned: _____
Financial Services

As to Form: _____
Assistant City Attorney

FOR THE CITY OF SAINT PAUL

Approved _____
Thomas Smith, Chief of Police

Approved _____
Christopher Coleman, Mayor

Approved _____
Todd Hurley, Director, Financial Services

As to Form: _____
Assistant City Attorney