

**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 regarding public safety related to the 2014 Major League Baseball All Star Game Security in
 3 Minneapolis, Minnesota; and
 4
 5 WHEREAS, this agreement supercedes the Joint Powers Agreement for Law Enforcement Services as
 6 approved by council on May 7, 2014 (RES 14-773); and
 7
 8 WHEREAS, the purpose of this agreement is to set forth terms and conditions whereby the City of Saint
 9 Paul will provide the City of Minneapolis law enforcement resources to assist them during the 2014
 10 Major League Baseball All Star Game event; and
 11
 12 THEREFORE BE IT RESOLVED, that the council approves entering into this agreement and authorizes
 13 Chief Thomas Smith to implement the attached agreement with the City of Minneapolis.
 14

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
Thune			
Tolbert			

Requested by Department of: **POLICE**

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

Thomas E. Smith

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 REGARDING PUBLIC SAFETY RELATED
TO 2014 MAJOR LEAGUE BASEBALL ALL STAR GAME SECURITY
IN MINNEAPOLIS, MINNESOTA**

THIS JOINT POWERS AGREEMENT REGARDING PUBLIC SAFETY AND SECURITY RELATED TO THE 2014 MAJOR LEAGUE BASEBALL ALL STAR GAME (hereinafter referred to as the “Agreement”), is made effective, except as otherwise made operationally effective as set forth in Section 4 herein, as of June 11, 2014, by and between the **CITY OF MINNEAPOLIS, MINNESOTA**, a municipal corporation, (hereinafter referred to as the “City”), acting through its Police Department (hereinafter referred to as the “MPD”) and the **CITY OF SAINT PAUL**, a municipal corporation, acting through its Police Department (hereinafter referred to as the “Provider”).

WHEREAS, the City is the host city for the 2014 Major League Baseball All Star Game to be held on Tuesday, July 15, 2014, and for related events taking place from Friday, July 11, 2014 through Wednesday, July 16, 2014(hereinafter referred to as the “Game”); and

WHEREAS, the City has agreed to act as the lead local law enforcement agency to help facilitate the provision of law enforcement measures that may be subject to a Unified Command to ensure security for the Game; and

WHEREAS, the City is in need of procuring additional law enforcement personnel to provide the public safety and security measures required of an event the size and unique nature of the Game; and

WHEREAS, at the request of the City, the Provider is willing to provide the services of the law enforcement personnel identified in this Agreement to the City to assist the MPD with Game security; and

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59, commonly known as the Joint Powers Act, and/or Minnesota Statutes, Sections 626.76 and 626.77, and in consideration of the mutual covenants herein contained and the benefits that each party hereto shall derive hereby, the Parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the terms and conditions whereby the Provider will provide the City with law enforcement resources to assist the MPD with Game security.
- 1.2 Provider will exercise its best efforts to assist with Game security. The parties acknowledge and agree that resource availability requires Provider to exercise its best judgment in prioritizing and responding to the public safety needs of its jurisdiction including, but not limited to, the Game. That prioritization decision belongs solely to Provider. The Provider may, at any time, recall the Provider’s

resources when, it is considered to be in Provider's best interest to do so.

- 1.3 If any of the Provider's resources are licensed police officers, each such officer must meet the following criteria as defined in Minnesota Statutes, Sections 626.84, Subdivision 1(c) and 471.59, Subd. 12, which reads:

“(1) the peace officer has successfully completed professionally recognized peace officer pre-employment education which the Minnesota Board of Peace Officer Standards and Training has found comparable to Minnesota peace officer pre-employment education; and

(2) the officer is duly licensed or certified by the peace officer licensing or certification authority of the state in which the officer's appointing authority is located.”

2. **ADDITIONAL CRITERIA OF LICENSED POLICE OFFICERS; PROVIDER SCOPE OF SERVICE**

- 2.1 In addition to meeting the criteria set forth in Section 1 of this Agreement, the Provider agrees that each of the licensed police officers shall also meet the following criteria:

- A. That each licensed police officer shall by reason of experience, training and physical fitness be deemed by the Provider of being capable of performing the duties required by the MPD associated with Game security; and
- B. That each licensed police officer is in good standing with the Provider. Throughout the term of this Agreement, the Provider shall promptly notify the MPD in the event that any licensed police officer is no longer an officer in good standing with the Provider; and
- C. That unless otherwise provided or requested by the MPD, each licensed police officer shall be equipped and/or supplied by Provider at Provider's own expense, with a seasonally appropriate patrol uniform of the day and equipment, including but not limited to service belts with Provider radio equipment, service weapon and personal soft ballistic body armor that are required to be worn by each LPO while on duty for the Provider.

- 2.2 Provider acknowledges and agrees that at any time during the term of this Agreement the City has the sole discretion to decline to accept and/or use any of Provider's law enforcement resources without cause or explanation.

- 2.3 The Provider agrees to provide the City with the following services:

- A. That upon reasonable advance written notification from the MPD, each of Provider's licensed police officers or other police employees so designated by the MPD shall participate in training activities related to Game security, that are coordinated or conducted by the MPD or its designee; and
 - B. That each licensed police officer agrees to be placed by the MPD, if so determined by the MPD, in an "On Assignment" status in which the licensed police officer is physically proximate to the Game location, so as to be able to physically report in a timely manner to such duty post assigned by the MPD prepared to undertake the specific job task or responsibility assigned by the MPD; and
 - C. That at the request of the MPD, all of Provider's employees and officers that participated in provided Game security shall participate in and/or provide information to and otherwise cooperate with the MPD in any "after action activities" following the conclusion of a Training Session or actual Game security.
- 2.4 Provider acknowledges and agrees that at all times during each Training Session or during the Game each of Provider's officers or employees, regardless of rank or job title held as an employee of the Provider, shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command and following unified command principles and practices established throughout the law enforcement community (herein referred to as "Unified Command").
- 2.5 The Provider agrees to cooperate and provide the City, with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement.

3. CITY RESPONSIBILITIES

- 3.1 City agrees that it will provide or facilitate Training Session[s] to prepare for providing Game security. The substance of the training, including the locations, dates and times of any Security Event Training Session, shall be detailed in a separate writing provided from the MPD to the Provider.
- 3.2 The person responsible on behalf of the MPD for the daily operation, coordination and implementation of this Agreement, which responsibilities shall include, but not limited to, determining the assignments of the Provider's law enforcement resources, shall be Assistant Chief Matthew Clark (hereinafter referred to as the "Coordinator"). Except as otherwise provided in this Agreement, all contact or inquiries made by the Provider with regard to this Agreement shall be made directly to the Coordinator or the Coordinator's designee.

4. TERM OF AGREEMENT

- 4.1 Unless otherwise terminated earlier, this Agreement shall become effective as follows:
- 4.2 Game Security Training Session[s] – The Game Security Training Session Date shall be on Wednesday, June 11, 2014 from 8:00 a.m. to 4:00 p.m. at St. Mary’s University of Minnesota.
- 4.3 The Game - The Game dates upon which security may be required by the MPD commence on Friday, July 11, 2014 and end on Wednesday, July 16, 2014. Each party has the discretion to limit the hours its employees are available during this time period.

5. COMPENSATION AND OTHER COSTS

- 5.1 Each party will fully compensate its own employees for any services provided pursuant to this agreement. Each party assumes full responsibility for its own lost or damaged equipment regardless of the cause of such loss or damage. The parties agree that each is fully responsible to cover all costs associated with providing Game security or attending or participating in any related training.

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers’ compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any 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 any other party or its officers, employees, or volunteers.

6. AGREEMENT MANAGEMENT

- 6.1 The Provider has identified the following person[s] as persons to contact only with regard to the following matters regarding the Agreement:

Paul Iovino, Senior Commander, Saint Paul Police Department

7. WORK PRODUCTS, RECORDS, DISSEMINATION OF INFORMATION

- 7.1 For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“Work product” shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that are used or belong to MPD or results from Provider's services under this Agreement.

“Supporting documentation” shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement.

“Business records” shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to MPD or Provider and pertain to work performed under this Agreement.

- 7.2 All deliverable work products, supporting documentation and business records or copies thereof, that are needed from or are the results from the Provider's services under this Agreement shall be delivered to the City either pursuant to this Agreement or upon reasonable request of the City and shall become the property of the City after delivery.

A party providing assistance under this Agreement shall not be required to provide the City with any work product, supporting documentation, or business records that may be the subject of any litigation or legal proceedings between the City and a party.

- 7.3 The City and the Provider each agrees not to release, transmit, disclose or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior notice to the other. Except as otherwise required by federal and/or state law, neither the City nor the Provider shall release, transmit, disclose or disseminate any security information, security service or security service data, defined under Minnesota Statutes, Sections 13.37 and 13.861 or any like data, as defined and/or required in all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards.

Nothing in the Agreement shall prevent Provider from being able to turn over work product, supporting documents or business records to its insurance company or their representatives per the terms and conditions of the policies to assess and process a claim or loss.

- 7.4 In the event of termination, all supporting documents and business records prepared by the Provider under this Agreement shall be delivered to the City by Provider by the termination date. Copies of such documents can be kept by the Provider.

- 7.5 Both the City and the Provider agree to maintain all business records in such a

manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Provider, the Auditor of the State of Minnesota, or other duly authorized representative.

- 7.6 Both the City and the Provider agree to abide strictly by Chapter 13 , Minnesota Government Data Practice Act, (“MGDPA”)and in particular Minnesota Statutes, Sections 13.05, Subd. 6 and 11; 13.37, Subd. 1 (b), 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Provider or the City in performing functions under this Agreement is subject to the requirements of the MGDPA and both the City and the Provider must comply with those requirements. If any provision of this Agreement is in conflict with the MGDPA or other Minnesota state laws, state law shall control.

8. RESPONSIBILITY; NO WAIVER OF IMMUNITIES

- 8.1 To the extent provided by law, each party agrees to defend and indemnify its own employees for all actions taken pursuant to the provisions of services under this Agreement. Subject to Minn. Stat. Ch. 466, each party will be solely responsible for all claims, actions, and direct damages caused by its negligence or breach of this Agreement, including the acts of their respective employees when acting in the course and scope of their employment duties.
- 8.2 To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.
- 8.3 It is understood and agreed that each party’s liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party, their respective officials and employees, may have under said Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

9. AMENDMENT OR CHANGES TO AGREEMENT

- 9.1 Any alterations, amendments, deletions, or waivers of the provisions of this

Agreement shall be valid only when reduced to writing and duly signed by the parties hereto, after all appropriate and necessary authority has been acquired by each such party.

9.2 Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

10. NOTICES

Except as otherwise stated in this Agreement, all notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:

Assistant Chief Matthew Clark
Minneapolis City Hall – Room 130
Minneapolis, MN 55415

To Provider:

Assistant Chief Todd Axtell
367 Grove Street
Saint Paul, MN 55101

11. INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

12. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF MINNEAPOLIS

By: _____
Its: Police Chief

Date: _____

CITY OF SAINT PAUL

By: _____
Its: Chief of Police

Date: _____

Approval Recommended:

By: _____
Its: Assistant City Attorney

By: _____
Its: Mayor

By: _____
Its: Purchasing Department

By: _____
Its: Director, Office of Financial Services

As to form:

By: _____
Its: Assistant City Attorney