

## RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by \_\_\_\_\_

- 1 BE IT RESOLVED, that the Saint Paul City council authorizes the City of Saint Paul, Police Department  
2 to enter into an agreement with the Minnesota State Agricultural Society (State Fair). The Saint Paul  
3 Police Department will provide various police services for the State Fair during the period as designated  
4 in the attached agreement in return for payment as described.  
5  
6

	Yeas	Nays	Absent
Bostrom			
Brendmoan			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by: **Police**  


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

Approved by the Office of Financial Services

By: \_\_\_\_\_

Approved by City Attorney

By: \_\_\_\_\_

Adopted by Council: Date \_\_\_\_\_

Adoption Certified by Council Secretary

By: \_\_\_\_\_

Approved by Mayor: Date \_\_\_\_\_

By: \_\_\_\_\_

Approved by Mayor for Submission to Council

By: \_\_\_\_\_

## AGREEMENT – 2013 STATE FAIR

THIS JOINT POWERS AGREEMENT, dated June 10th, 2013 between the CITY OF SAINT PAUL, Minnesota hereinafter referred to as “City” and the MINNESOTA STATE AGRICULTURAL SOCIETY, hereinafter referred to as “State Fair”, both political subdivisions within the State of Minnesota, which are empowered to enter into joint powers agreements pursuant to Minn. Stat. § 471.59 and to enter into agreements to lease equipment pursuant to Minn. Stat. § 471.64.

WITNESSETH:

The City and State Fair, agree as follows:

THAT PURSUANT TO THIS AGREEMENT, IN CONSIDERATION OF THE MUTUAL TERMS AND CONDITIONS, PROMISES, COVENANTS, AND PAYMENTS HEREINAFTER SET FORTH, IT IS MUTUALLY AGREED BY AND BETWEEN THE CITY AND STATE FAIR, AS FOLLOWS:

- A. The City will provide, pursuant to this Agreement, various services and equipment, at a set price and at a fair in kind exchange, to the State Fair during the annual Minnesota State Fair;
- B. The City will provide, pursuant to this Agreement, various services and equipment, at a set price and at a fair in kind exchange, to the State Fair during the non-Minnesota State Fair time; and
- C. The State Fair will lease the use of Minnesota State Fair Machinery Hill or a State Fair building to the City, as a fair in kind exchange, for training exercises subject to notice and availability.

### **A. Minnesota State Fair Services**

Because the State Fair Police is not a permanent law enforcement agency providing law enforcement services year around, pursuant to this Agreement, the City has agreed to provide the below services, to assist the State Fair Police during the time period of the Minnesota State Fair.

### **SECTION 1: Scope of Services.**

#### **City's responsibilities:**

- a. The City will provide traffic direction, crowd control, parking enforcement and general police services during preparation and operation of the State Fair and specifically will provide the services at the following St. Paul intersections: Snelling and Como, Snelling and Midway Parkway, and positions on Como from Canfield to Snelling.

b. The City will provide general police services, parking enforcement, and traffic and crowd control at other intersections and areas which may become affected by the State Fair, if these services are deemed necessary by the City's officer in charge of the detail and agreed to by the State Fair.

c. The City will make reasonable effort to recruit volunteers to supplement the City's traffic and crowd control services during the State Fair and these volunteers will be provided at no cost to the State Fair.

d. The City will provide, to the State Fair Police, at the end of State Fair, follow-up and/or coordinated of criminal investigation services necessary to complete any then active criminal investigation.

e. **If available**, the City will provide the State Fair with four St. Paul Police Department (SPPD) marked patrol vehicles, to include radios, red lights and sirens. These vehicles will be provided for a 24 day period during the State Fair.

f. **Emergency Recall:** Each SPPD officer will remain under the City's direction and control, and will be subject to serious police emergency calls for service and/or activation of any Tactical Alert throughout the city if the need arises. Officers may be called away from service under this Agreement for duties not related to this Agreement. The SPPD may defer responding to or perform for the State Fair under this Agreement in deference to providing essential police services to the City of Saint Paul without penalty of liability of any kind, but will respond or renew performance when feasible to do so.

**State Fairs responsibilities:**

a. The State Fair will promote and secure the cooperation of its staff, without expense to the City, including but not limited to court appearances and other assistance to successfully prosecute criminal cases generated from the State Fair.

**SECTION 2: Billings and Payment.**

a. The State Fair shall reimburse the City by payment to the SPPD for employee salary and services provided during the Minnesota State Fair according to:

**The rate of regular and overtime salary, plus regular and overtime fringe benefits, for a parking enforcement officer, police officer, sergeant, and commander as found in the labor contracts governing these employees.**

b. The State Fair shall reimburse the City of Saint Paul Police Department for officer services in this Agreement according to the certified hourly wages of such police officers. The certification of the City services shall include the name and rank of each police officer and the hours of assignment in vehicular and pedestrian traffic control as well as the hourly wage defined above for such officers.

- c. If patrol squads are made available the State Fair shall reimburse the City by payment to the SPPD for use of marked patrol vehicles at a rate of Thirty Five dollars (\$35) per day, adjusted yearly to reflect increases or decreases in the consumer price index.
- d. The costs associated with criminal investigations will be based on the actual hourly wages of the City employee(s) conducting the investigation.
- e. The City shall keep record of its costs in providing services to the State Fair during the Minnesota State Fair and shall prepare an itemized statement thereof showing the amount due hereunder and submit the same to the State Fair no later than 30 days after the performance of said service.
- f. The State Fair agrees to pay the City all monies due hereunder and as shown by the invoices or statement submitted to the State Fair within 30 days after such submission.
- h. Costs associated with SPPD training of State Fair staff and other associated costs under this Agreement will not be accessed and will be considered a fair in kind exchange for SPPD lease of Minnesota State Fair Machinery Hill or a State Fair building to the City for training exercises subject to notice and availability.

**B. Non-Minnesota State Fair Time Services**

Because the State Fair Police are not actively engaged in full-time law enforcement duties on the State Fairgrounds during the time period when the Minnesota State Fair is not being held, pursuant to this Agreement the City has agreed to provide the below services.

**SECTION 1: Scope of Services.**

**City's responsibilities:**

- a. The City agrees to provide general law enforcement services to the general area of the Minnesota State Fair grounds. These services will include routine police patrolling consistent with the assignment of police officers and squads to the general area of the Minnesota State Fair grounds. It is understood routine patrolling will include general traffic supervision and building surveillance.
- b. The City will respond to the State Fair's request for service as the result of specific events and/or incidents. These requests maybe the result of, by way of illustration and not of limitation, traffic accidents, burglaries, criminal damage to property and assaults.
- c. The City will provide criminal investigation services necessary for any criminal cases generated from or on State Fair grounds during non-Minnesota State Fair time.

**State Fair's responsibilities:**

- a. The State Fair will promote and secure the cooperation of its staff, without expense to the City, including but not limited to court appearances and other assistance to successfully prosecute cases generated from the State Fair.

**SECTION 2: Billings and Payment.**

- a. Costs associated with SPPD general law enforcement services, under Section B of this Agreement, will not be assessed and will be considered a fair in kind exchange for SPPD lease of Minnesota State Fair Machinery Hill or a State Fair building to the City for training exercises subject to notice and availability, as stated in Section C of this Agreement.
- b. For costs associated with B - 1 - c, the criminal investigations services will be based on the actual hourly wages of the City employee(s) conducting the investigation.
- c. The City shall keep record of its costs in providing services to the State Fair during the non-Minnesota State Fair time and shall prepare an itemized statement thereof showing the amount due hereunder and submit the same to the State Fair no later than 30 days after the performance of said service.
- d. The State Fair agrees to pay the City all monies due hereunder and as shown by the invoices or statement submitted to the State Fair within 30 days after such submission.
- e. Lease of Minnesota State Fair Machinery Hill or a State Fair Building

**SECTION 1: Leased Premises.**

- a. The State Fair, in consideration of services not charged for, to be received or to be available, under this Agreement, does hereby authorize the lease of the Minnesota State Fair Machinery Hill or a State Fair building, located on the Minnesota State Fair grounds, hereinafter referred to as the "Leased Premises", together with any buildings, fixtures in such buildings, improvements and structures, if any, located thereon, provided that notification and any arrangements for its use be made with the State Fair's special events coordinator at least 24 hours in advance of such use.

**SECTION 2: Terms of Lease.**

- a. This lease will be available to the City for the duration of this Agreement.

b. Notification - Notification and any arrangements for the use of the Leased Property is to be made to the State Fair's special events coordinator at least 24 hours in advance. Should notification not be given to the State Fair's special events coordinator accordingly, the State Fair reserves the right to cease or interrupt any training exercise which may be in operation on the grounds.

c. Use of Premises - The City may use and occupy the Leased Premises for the following purpose: for SPPD training exercises subject to the availability of the Leased Premises. The SPPD may not use the Leased Premises for any other purpose without the prior written consent of State Fair.

d. Right of Entry - At all times during the term of the Leased Premises, the State Fair shall have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours to examine and inspect the same, provided that such entry does not interfere with the conduct of official business or compromise security of the SPPD use of the Leased Premises.

e. Maintenance and Repairs - State Fair shall, at its own cost and expense, be responsible for all repairs, maintenance and upkeep of the Leased Premises, including but not limited to emergency repairs of any kind; routine maintenance and repair to keep the Leased Premises in good repair, safe and in compliance with applicable fire, health, building and other life-safety codes; and all repairs and maintenance needed to keep the buildings or structures on the Leased Premises in good condition, including (a) the exterior (including doors, except glass breakage, and windows,) and interior structure of the buildings or structures, (b) the roof or roofs, (c) the heating, ventilating and air conditioning systems therein, (d) all electrical, plumbing, lighting, mechanical systems, fire suppression equipment i.e. fire sprinkler system; and (e) all grounds, fences and roads within the Leased Premises.

In addition, the State Fair shall keep the sidewalks bordering on said Leased Premises at all times free from ice and snow. The foregoing obligations shall bind the State Fair regardless of the cause of the damage or condition necessitating the repair or maintenance.

f. Assignment and Subletting - The City shall not assign or sublet this Lease without the written consent of the State Fair, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises.

g. Surrender of Premises - The City, at the expiration of use of the Lease Premises, or any sooner termination of this Agreement, shall quit peacefully and surrender possession of said property and its appurtenances to State Fair in as good order and condition as the property was delivered to the City.

h. Destruction - In the event of damage to or destruction of the Leased Premises or in the event the premises becomes unusable or unfit for SPPD use due to such damage during the term of this Agreement, the City may at its option:

- 1) Within fifteen (15) days, agree to allow the State Fair to restore the premises within a reasonable time period following the casualty or
- 2) Accept reasonable fair in kind exchange of other premises or costs to the City to gain other equally comparable premises for its use.

i. The City will, at its own expense, repair any injury to the Leased Premises, other than ordinary wear and tear, that has occurred during the term of the City's use of the Leased Premises.

### **SECTION 3: Rent.**

a. Rent associated with SPPD's use of the Leased Property will not be assessed and will be considered a fair in kind exchange for SPPD's training of State Fair staff and other associated costs under this Agreement.

b. The SPPD will be responsible for any and all costs incurred by the Minnesota State Fair as a result of the usage of the Leased Property, excluding costs that are the result of any omissions or acts of negligence on the part of the State Fair, its agents, employees, officials or representatives. These costs include, but not limited to, all property loss and/or damage to State Fair property caused directly or indirectly by the SPPD, its agents, employees, guests, participants or attendees.

### **SECTION 4: Notice.**

a. All notices herein provided to be given, or that may be given by either Party to the other, shall be deemed to have been fully given when served personally on State Fair or City, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to the State Fair at 1265 Snelling Ave. N. St. Paul, MN. 55108. Nothing herein shall preclude the giving of such address change notice by personal service.

### **D. General Terms Applicable to All Aspects of the Entire Agreement.**

a. Employees - Any individual performing for the City under this Agreement will be considered an employee of the City, if the individual is a City employee, and a volunteer, if the individual is a City volunteer. All claims that may or might arise under the Worker's Compensation Act of this State on behalf of said employees while so engaged and any and all claims made by any third party as a consequence of any act or omission on the part of said City employees while so engaged in or as a result of any of the work contemplated herein shall be the sole obligation and responsibility of the City. The City shall not be responsible under the Worker's Compensation Act for any employees or volunteers of the State Fair.

The Parties agree that all persons working on the State Fairgrounds under this Agreement who are City employees remain City employees and are in no way employed by the State Fair provided, however, that this clause shall not apply to persons employed directly by the State Agricultural Society. All contracts and agreements made by the City with third parties for the performance of any work to be done under its agreement shall be subject to the terms of this Agreement.

b. Time For Completion - This Agreement, between the City and the State Fair will be for one year, subject to termination by either Party upon a written notice of at least ninety (90) days.

c. Records - As provided by Minn. Stat. 16C.05, subd. 5 all books, records, documents and accounting procedures and practices of the City relevant to this Agreement shall be subject to examination by the Society and the legislative Auditor.

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

Parties agree to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. § 13.05, subd. 6 and 11; and 13.37, subd. 1(b) and Minn. Stat. §138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the State Fair is subject to the requirements of the Minnesota Government Data Practices Act and the State Fair must comply with these requirements as governmental entity. The remedies in Section 13.08 apply to the State Fair. If any provision in this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

d. Compliance With Applicable Law - Parties agree to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Party's performance of the provisions of this Agreement.

e. Conflict of Interest - The State Fair will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or governmental unit that would create a conflict of interest in the performance of the obligations pursuant to this Agreement with the City.

f. Hold Harmless - Each Party agrees that it will be responsible for its own acts and/or omissions in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party and the results thereof. The liability of the City, its employees, officials, representatives and agents shall be governed by provision of the Minnesota Municipal Torts Claims Act, Minnesota Statutes Chapter 466, *et seq.* and the liabilities of the State Fair shall be governed by the Minnesota Tort Claims Act, Minn stat. 3.736 and other applicable law.



g. Assignment - Each Party each binds itself an its successors, legal representatives, and assigns of such other Party, with respect to all covenant of this Agreement; and neither the City nor the State Fair will assign or transfer their interest in this Agreement without the written consent of the other.

h. Amendment or Changes to Agreement - Parties 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 both Parties.

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.

Modifications or additional schedules, costs, fees or attachments 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.

i. Waiver -Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

j. Survival of Obligation - If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision the remainder of this Agreement shall continue in effect.

k. Interpretation of Agreement, Venue - This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

l. Force Majeure - Neither Party shall be held responsible for performance if its performance is prevented by acts or events beyond the Party's reasonable control including, but not limited to: acts of God, severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

m. This agreement shall not be construed as a relinquishment by the society of any of its powers or controls over the Minnesota State Fair vested in it by Minnesota Statute Chapter 37.

n. 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 herein.

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

CITY OF SAINT PAUL

By: \_\_\_\_\_  
Mayor

Approved as to Form:

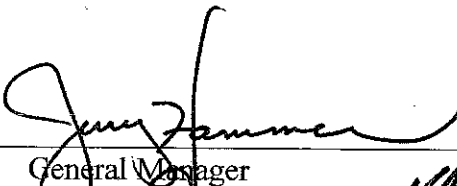
By: \_\_\_\_\_  
Director, Department of Finance  
And Management Services

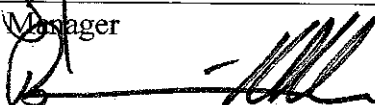
\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Chief of Police

MINNESOTA STATE AGRICULTURAL SOCIETY

\_\_\_\_\_  
Human Rights and Equal Economic  
Opportunity Director

By:  \_\_\_\_\_  
General Manager

By:  \_\_\_\_\_  
Deputy General Manager