

Joint Powers Agreement Between the City of Saint Paul and the Minnesota State Agricultural Society

This Joint Powers Agreement ("Agreement") is made effective upon execution and between the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota ("City"), on behalf of its Saint Paul Police Department ("SPPD"), and the Minnesota State Agricultural Society ("Agricultural Society"), a political subdivision of the State of Minnesota, pursuant to the provisions of Minnesota Statutes sections 37.20 and 471.59.

WHEREAS, Agricultural Society operates an agency located at the Minnesota State Fairgrounds, in the State of Minnesota;

WHEREAS, Agricultural Society has identified a need for augmented police services at the Minnesota State Fairgrounds and adjacent areas outside the Minnesota State Fairgrounds;

WHEREAS, Agricultural Society has requested that the Saint Paul Police Department provide augmented police services to Agricultural Society, and the Saint Paul Police Department has reviewed the request and determined that augmented services can be provided in the interests of public safety;

NOW THEREFORE, it is mutually agreed by and between the City and Agricultural Society as follows:

1. Scope of Services. That for the consideration stated hereafter, the City and Agricultural Society will fulfill the following responsibilities.

1.1. City's Responsibilities:

1.1.1. Between the dates of August 23, 2023, and September 5, 2023, the City will provide traffic direction, crowd control, parking enforcement and general police services during preparation for, and operation of, the Minnesota State Fair, at the following Saint Paul intersections: Snelling Avenue and Como Avenue, Snelling Avenue and Midway Parkway, Energy Park Drive and Transit Way, and positions on Como Avenue from Canfield Street to Snelling Avenue. SPPD employees and volunteers will be deployed according to the plans developed by SPPD.

1.1.2. Between the dates of August 23, 2023, and September 5, 2023, the City will provide traffic direction, crowd control, parking enforcement and general police services during preparation for, and operation of, the Minnesota State Fair, at other intersections and areas affected by the Minnesota State Fair, if these services are deemed necessary by the SPPD's State Fair Incident Commander and agreed to by the State Fair Police. SPPD employees and volunteers will be deployed according to the plans developed by SPPD.

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

1.1.4. The City will provide Ordnance Disposal personnel and response equipment, including onsite staffing as well as response to incidents involving potential explosive threats, between the hours of 12:00 p.m. and 10:00 p.m. while the Minnesota State Fair is open to the public, between the dates of August 23, 2023, and September 5, 2023.

1.1.5. Emergency Response Services: Because the Minnesota State Fair Police is not a permanent, full-time law enforcement agency, the City has agreed to provide Emergency response services described below to assist the Minnesota State Fair Police.

1.1.5.1. Emergency means any disaster including, but not limited to, a multi-alarm fire; casualty involving the damage, collapse or destruction of private or public infrastructure; accident or occurrence involving one or more modes of transportation including, but not limited to air, rail, vehicular or watercraft; civil disorder or disturbance; release of contaminants or pollutants, hazardous substances or hazardous waste that necessitates the evacuation of occupants from structures or some defined geographic area; any quarantine or limitation on the movement of persons due to disease or threat to health and safety of the general population; any threat to national security; "Disaster" and "Emergency" as defined in Minnesota Statutes §12.03; and "Emergency" and "Major disaster" as defined in 44 CFR Sections 206.2(a)(9) and (17).

1.1.5.2. Assistance. The Agricultural Society by and through its State Fair Chief of Police may request assistance from the City to respond to an Emergency. A request for Emergency assistance must be made by contacting the Saint Paul Chief of Police or their designee. Requests may either be verbal or in writing. Any verbal requests will be followed by a written request as soon as practical. In response to a request for assistance under this Agreement, SPPD may authorize and direct personnel to go to the assistance of the Minnesota State Fair Police.

1.1.5.3. Damage to Equipment. Each Party is responsible for damages to, or loss of its own equipment used to respond to an Emergency under this Agreement. Each party waives the right to sue any 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 any other Party or its officers, employees, or volunteers.

1.1.5.4. Limitations. SPPD's decision to provide assistance in response to, or recovery from, an Emergency, or in authorized drills or exercise is subject to the following conditions: SPPD may withhold resources to the extent necessary to provide reasonable protection and services within its own jurisdiction. SPPD may not be held liable to the Agricultural Society or to any other person for denial of assistance or recalling assistance under this Agreement. SPPD may recall assistance at any time in the best interests of the City of Saint Paul. SPPD personnel will follow the policies and procedures of the SPPD and will be under the SPPD's command and control. SPPD assets and equipment will remain under the control of the SPPD.

1.2. Agricultural Society's Responsibilities:

1.2.1. The Agricultural Society will provide three tents (1 10x20, 2 10x10) for the duration of the Minnesota State Fair, to be used by SPPD at Como/Snelling, Como/Underwood and Como/Canfield. These tents will be provided through the current vendor at no cost to the City.

1.2.2. Use of Minnesota State Fairgrounds by the City. The Agricultural Society agrees to allow employees of SPPD continuous use of the land and structures located on the Minnesota State Fairgrounds for year-round training exercises under this Agreement based on a mutually agreeable schedule and use plan and subject to availability. City agrees that SPPD will request use of land and structures at least 72 hours in advance of said use, through the State Fair Chief of Police or their designee. If SPPD engages in any training exercise(s) on the Minnesota State Fairgrounds without obtaining approval from the Agricultural Society at least 72 hours in advance, the Agricultural Society may interrupt and cease the training exercise(s).

2. Equipment. Assigned police officer(s) will use their city-issued and department approved equipment to perform services identified in this Agreement.

3. Time for Completion. Each Party will fulfill their responsibilities under this Agreement during the time period specified above upon execution of this Agreement. The term of this Agreement will commence upon execution, and remain in effect until May 1, 2024, "Term."

4. Payment. The Agricultural Society will pay the City, through its Police Department as follows:

The Agricultural Society shall reimburse the City for State Fair services 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.

The City will certify hourly wages of City personnel providing services under the

Agreement to the Agricultural Society. The certification of City services will include the name and rank of each police officer and the hours of assignments, as well as the hourly wage defined above for such officers.

The City will keep a record of its costs in providing services to the Agricultural Society during the State Fair and will prepare an itemized statement showing amounts due under this Agreement and submit the same to the Agricultural Society no later than 30 days after the performance of services.

The Saint Paul Police Department will bill the Agricultural Society for all services provided under this Agreement within one (1) month of completion of services. The Agricultural Society will remit payment no more than thirty (30) days from the date of the invoice. If assigned officer(s) are called away by the City pursuant to paragraph 1 of this Agreement, the Agricultural Society will not be charged for services of reassigned officers during the time of redeployment.

Actual costs billed to the Agricultural Society will not exceed \$370,000.00 (three hundred and seventy thousand dollars). The Saint Paul Police Department will seek reimbursement from available state funds for Ordnance Disposal personnel costs incurred under paragraph 1.1.4, and will reduce the actual costs above by the amount reimbursed.

5. Compliance with Applicable Laws: Each Party agrees 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 Parties' performance under this Agreement.

6. Liability: Each Party agrees that it will be responsible for its own acts and 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 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 provisions of the Municipal Torts Claims Act, Minnesota Statutes chapter 466, et seq., Minnesota Statutes section 471.59 and other applicable law, and the liability of the Agricultural Society shall be governed by the Tort Claims Act, Minnesota Statutes section 3.736 and other applicable law. Neither Party has obtained insurance coverage in excess of statutory limits on governmental liability.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466, or respectively Minnesota Statutes Section 3.736 applicable to any one Party. The limits of liability for one or both of the Parties may not be added together to determine the maximum amount of liability for any Party.

Each party warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-insurance program.

7. 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 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 employee or volunteer 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.

8. Other Benefits. Nothing in this Agreement is intended to prevent or hinder the pursuit of applicable state or federal benefits to personnel who respond in the course of, and arising out of, their employment under this Agreement.

9. Assignment. The City and Agricultural Society each binds itself and its successors, legal representatives, and assigns with respect to all covenants of this Agreement, and neither the City nor the Agricultural Society will assign or transfer their interest in this Agreement without the written consent of the other.

10. Amendment or Changes to Agreement: The City and Agricultural Society may request changes that would increase, decrease, or otherwise modify the terms of this Agreement. 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 are 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 must be deemed to include any future amendments, modifications and additional schedules made in accordance herewith.

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

12. Survival of Obligations: 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.

13. Interpretation of Agreement, Venue: This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. The venue for all litigation related to this Agreement shall be in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

14. 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.

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

16. Term and Termination. This Agreement will continue in full force and effect until completion of services described herein, unless terminated at an earlier date by either party. Either Party may terminate this Agreement for services by giving no less than 30-days written notice of the intent to terminate to the other party at any time and for any reason. In the event of termination, the Agricultural Society will pay the Saint Paul Police Department for all police services actually, timely, and faithfully rendered up to receipt of the notice of termination and thereafter until the date of termination.

A. With Cause.

The Agricultural Society reserves the right to terminate the City's use of the Minnesota State Fair Grounds as set forth in section 1.2.2 of this Agreement only after submitting written notice to the City that identifies the specific nature of any breach of the Agreement, and the date by which such breach must be cured.

17. Equal Opportunity Employment. Each respective party agrees that it will not discriminate against any employee or applicant for employment because of, and will take affirmative steps to ensure that all applicants are employed and employees are treated during employment without regard to, race, color, national origin, religion, sex, disability, familial status, age, ancestry, creed, public assistance status, marital status, or sexual or affectional orientation.

The provision shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

18. 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 hereof.

19. Requirement of Writing. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first written above.

**MINNESOTA STATE
AGRICULTURAL SOCIETY**

By: 
Renee Alexander
Chief Executive Officer

Date: 6-6-23

CITY OF SAINT PAUL, MINNESOTA

By: _____
Melvin Carter, Mayor

Date: _____

By: _____
John McCarthy, Director
Office of Financial Services

Date: _____

By: _____
John G. Serier II
Assistant Chief of Police

Date: _____

Approved as form:

By: _____
Judy Hanson
Assistant City Attorney

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.