

**JOINT POWERS AGREEMENT  
BETWEEN THE CITY OF SAINT PAUL  
AND THE MINNESOTA STATE AGRICULTURAL SOCIETY**

**AMENDMENT 1**

This AMENDMENT 1 amends the Joint Powers Agreement (“Agreement”) effective as of May 1, 2018, and between the City of Saint Paul (“City”) on behalf of its Saint Paul Police Department (“SPPD”) and the Minnesota State Agricultural Society (“Agricultural Society”), political subdivisions of the State of Minnesota, pursuant to the provisions of Minnesota Statutes sections 37.20, 471.59 and 471.64.

In consideration of the mutual terms and conditions, promises, covenants and payments of this Agreement, the City and the Agricultural Society agree to amend the Joint Powers Agreement as follows:

**I. Services and Equipment.**

- A. Annual 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, the City has agreed to provide the services described below on a year-round basis.

**1. City Services:**

- a. The City agrees to provide general law enforcement services within the area of the State Fairgrounds, as defined in Minnesota Statutes section 37.01. These services will include routine police patrolling consistent with the assignment of police officers and squads to the area of the Minnesota State Fairgrounds. Routine patrolling will include general traffic supervision and building surveillance.
- b. The City will respond to the Agricultural Society’s requests for service in response to specific incidents, including 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 Fairgrounds during non-Minnesota State Fair time.

- d. The City will provide ordnance disposal personnel and response equipment, including onsite staffing as well as responding to incidents involving potential explosive threats, at the discretion of the Chief of Police. These services will be billed at the rate agreed upon under Billings and Payments.

**2. Agricultural Society Responsibilities:** The Agricultural Society and the State Fair Police 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.

**3. Billings and Payment:**

- a. The City will not bill the Agricultural Society for general law enforcement services provided under paragraph 1.a. of this section. General law enforcement services provided under this section will be considered a fair in-kind exchange for a lease to the City of the Minnesota State Fair Machinery Hill or an acceptable State Fair building for SPPD training exercises, subject to notice and availability.
- b. The City will bill the Agricultural Society for criminal investigation and ordnance disposal services based on the actual cost to the City, including hourly wages of the City employee(s) conducting any investigation.
- c. The City will keep a record of its costs in providing services to the Agricultural Society during the non-State Fair time and will prepare an itemized statement showing amounts due for criminal investigation and ordnance disposal services and will submit the same to the Agricultural Society no later than 30 days after the performance of services.
- d. The Agricultural Society agrees to pay the City all amounts due under this Agreement for criminal investigation and ordnance disposal services, as shown by City invoices submitted to the Agricultural Society, within 30 days of submission.

All other terms of the Joint Power Agreement remain unaltered and continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective May \_\_\_\_, 2019.

**CITY OF  
SAINT PAUL**

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Melvin Carter, Mayor

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Robert Thomasser, Assistant Chief of Police

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John McCarthy, Office of Financial Services

Approved as to form:

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Daphne Van Buren, Assistant City Attorney

**MINNESOTA STATE  
AGRICULTURAL SOCIETY**



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General Manager



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Deputy General Manager