

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

This Joint Powers Agreement ("Agreement") is made 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 as follows:

The City will provide specified services and equipment, at a set price and for a fair in-kind exchange, on an annual basis; and

The Agricultural Society will lease to the City the Minnesota State Fair Machinery Hill or an acceptable State Fair building, as a fair in-kind exchange to be used for Saint Paul Police Department (SPPD) training exercises, subject to notice and availability.

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.

1. 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.

2. 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 services based on the 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 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 services, as shown by City invoices submitted to the Agricultural Society, within 30 days of submission.

A. Services for the Benefit of the Minnesota State Fair: Because the State Fair Police is not a permanent full-time law enforcement agency, the City has agreed to provide the services described below to assist the State Fair Police during the Minnesota State Fair.

1. City's Responsibilities:

- a. The City will provide traffic direction, crowd control, parking enforcement and general police services during preparation for, and operation of, the State Fair and will provide traffic control services 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.
- b. The City will provide general police services, parking enforcement, traffic and crowd control at other intersections and areas 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 Police.
- c. 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.
- d. The City will provide to the State Fair Police, at the end of the State Fair, criminal investigation services necessary to complete any then-active criminal investigations including, but not limited to, the services of a public information officer. The State Fair Police will become the assisting agency for said investigations.
- e. The City will provide Ordnance Disposal personnel and response equipment, including onsite staffing as well as responding to incidents involving potential explosive threats, between the hours of 12:00 p.m. and 8:00 p.m. while the State Fair is open to the public.
- f. If, and as, available the City will provide the State Fair Police with four SPPD marked patrol vehicles on a 24-hour per day basis during the State Fair.

2. Agricultural Society's Responsibilities:

- a. The Agricultural Society and 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 criminal cases generated from the State Fair.

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

3. Billings and Payment:

a. 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.

b. The Agricultural Society will reimburse the City for ordinance disposal personnel and services at the rate of \$70.72 plus fringe of \$12.48 (\$83.20), plus the cost of actual expenses for response equipment.

c. 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.

d. If patrol squads are made available to the State Fair Police during the State Fair, the Agricultural Society will reimburse the City by paying the SPPD for use of marked patrol vehicles at a rate of forty-five (\$45) dollars per day, adjusted yearly to reflect increases or decreases in the consumer price index.

e. City costs for conducting criminal investigations in cases generated from the State Fair will be billed to the Agricultural Society based on the hourly wages of the City employee(s) conducting any investigation.

f. 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.

g. The Agricultural Society agrees to pay the City all amounts due under this Agreement for services provided during the State Fair, as shown on City invoices submitted to the Agricultural Society, within 30 days of submission.

h. Costs associated with SPPD training for State Fair Police and other staff will not be billed to the Agricultural Society and will be considered a fair in-kind exchange for lease of Minnesota State Fair Machinery Hill or an acceptable State Fair building to the City for SPPD training exercises, subject to notice and availability.

A. **Emergency Response Services:** Because the 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 State Fair Police.

A.a.i.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).

A.a.i.2. **Assistance.** The Agricultural Society by and through its State Fair Chief of Police may request assistance from the SPPD to respond to an Emergency. A request for Emergency assistance must be made by contacting the Saint Paul Chief of Police or his/her 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, the SPPD may authorize and direct personnel to go to the assistance of the State Fair Police.

A.a.i.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.

A.a.i.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:

A.a.i.4.a. SPPD may withhold resources to the extent necessary to provide reasonable protection and services within its own jurisdiction. The 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.

A.a.i.4.b. SPPD may recall assistance at any time in the best interests of the City of Saint Paul.

A.a.i.4.c. SPPD personnel will follow the policies and procedures of the SPPD and will be under the SPPD's command and control.

A.a.i.4.d. SPPD assets and equipment will remain under the control of the SPPD.

A.a.i.5. **Billing and payment.**

The Agricultural Society shall reimburse the City for Emergency response services according to the rate of regular and overtime salary, plus regular and overtime fringe benefits, for all responding personnel as found in the labor contracts governing these employees.

The City will keep a record of its costs in providing emergency response services to the Agricultural Society and will prepare an itemized statement showing amounts due for services and will submit the same to the Agricultural Society no later than 30 days after the performance of services.

The Agricultural Society agrees to pay the City all amounts due under this Agreement for emergency response services, as shown by City invoices submitted to the Agricultural Society, within 30 days of submission.

I. Lease of Minnesota State Fair Machinery Hill or a State Fair Building

A. **Leased Premises:** The Agricultural Society, in consideration of City expenses for providing services not billed to the Agricultural Society under this Agreement, authorizes the lease of Minnesota State Fair Machinery Hill or an acceptable State Fair building located on the State Fairgrounds, hereinafter referred to as the "Leased Premises," together with any buildings, fixtures in such buildings, improvements or structures, if any, located thereon, provided that notification and any arrangements for

use of the Leased Premises be made with the Agricultural Society's special events coordinator at least 24 hours in advance of such use.

B. Terms of Lease:

1. **Term:** This lease will be available to the City for the duration of this Agreement.

2. **Notification:** Notification and any arrangements for use of the Leased Premises must be made by contacting the Agricultural Society's special events coordinator at least 24 hours in advance of the City's use. Should notification not be given to the Agricultural Society's special events coordinator accordingly, the Agricultural Society reserves the right to cease or interrupt any training exercise that may be in operation on the grounds.

3. **Use of Leased Premises:** The City may use and occupy the Leased Premises for the following purpose: 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 the Agricultural Society.

4. **Right of Entry:** At all times during the term of this Lease, the Agricultural Society will 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 SPPD's use of the Lease Premises.

5. **Maintenance and Repairs:** The Agricultural Society 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 Agricultural Society shall keep the sidewalks bordering on the Leased Premises free from ice and snow at all times. The foregoing obligations

shall bind the Agricultural Society regardless of the cause of the damage or condition necessitating the repair or maintenance.

6. Assignment and Subletting: The City may not assign or sublet this Lease without the written consent of the Agricultural Society, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises.

7. Surrender of Premises: The City, at the expiration of use of the Leased Premises, or any sooner termination of this Agreement, shall quit peacefully and surrender possession of the Leased Premises to the Agricultural Society in as good of order and condition as the property was delivered to the City.

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

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

9. Repair: 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 City's use of the Leased Premises.

10. Rent:

- a. The lease will be considered a fair in-kind exchange for City services as specified in this Agreement and the Agricultural Society will not charge the City any rent for the SPPD's use of the Leased Premises.
- b. The SPPD will be responsible for any and all costs incurred by the Agricultural Society as a result of the City's use of the Leased Premises, excluding costs that are the result of any omissions or acts of negligence on the part of the Agricultural Society, its agents, employees, officials or representatives. These costs include, but are not limited to, Auditor or Legislative Auditor.

I. General Terms

1. Public Data: The parties agree to abide strictly by Chapter 13, the Minnesota Government Data Practices Act. If any provision in the Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

2. Compliance with Applicable Laws: The 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 Parties' performance under this Agreement.

3. Conflict of Interest: The Parties agree that they will not contract, nor 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 obligations under this Agreement.

4. 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.

5. 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.

6. **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.

7. **Assignment:** Each Party 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.

8. **Amendment or Changes to Agreement:** The Parties 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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **State Fair:** 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.

14. **Notice:** All notices required under this Agreement or that may be given by either party to the other will be deemed to have been fully given when served personally on the Agricultural Society or City, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed as follows:

Minnesota Agricultural Society
State Fair
1265 Snelling Ave N
Saint Paul, MN 55108

Saint Paul Police Department
Office of the Assistant Chief
367 Grove St
Saint Paul, MN 55101

15. **Term and Termination.** This Agreement will continue in full force and effect from May 1, 2018, through May 1, 2023, subject to the Termination provisions of this Agreement.

Without Cause. Either Party may withdraw from this Agreement without cause upon thirty (30) days written notice to the other Party. If withdrawal is without cause, the Agricultural Society shall pay the SPPD all reimbursements and payments to which the SPPD is entitled under this Agreement, to the date of withdrawal.

This Agreement shall terminate upon expiration of the Term or by mutual written agreement of both Parties.

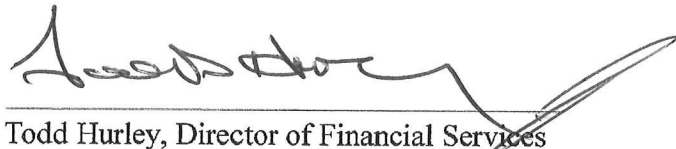
16. **Entire Agreement:** It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matters herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective May 1, 2018.

**CITY OF
SAINT PAUL**


for Melvin Carter, Mayor

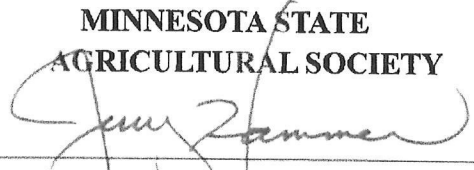

Kathleen Wuorinen, Assistant Chief of Police


Todd Hurley, Director of Financial Services

Approved as to form:


Daphne VanBuren, Assistant City Attorney

**MINNESOTA STATE
AGRICULTURAL SOCIETY**


General Manager


Deputy General Manager