



October 22, 2021

**VIA Federal Express and Electronic Mail**

St. Paul Police Department  
367 Grove Street  
St. Paul, MN 55101  
Attn: Commander Ryan Murphy  
[ryan.murphy@ci.stpaul.mn.us](mailto:ryan.murphy@ci.stpaul.mn.us)

**Re: Agreement by and between St. Paul Police Department and The Travelers Indemnity Company (acting on behalf of St. Paul Fire and Marine Insurance Company (owner of the parking facility) with respect to the use of the West Plaza Lot (the “Agreement”).**

Dear Commander Murphy:

For purposes of the St. Paul Police Department’s training activities at the Roy Wilkins Auditorium, which will take place on the following dates (hereafter, the “**SPPD Events**”):

Date:	Time:
November 16, 2021:	10:00 A.M. – 5:00 P.M.
November 18, 2021:	5:00 A.M. – 4:00 P.M.
December 7, 2021	5:00 A.M. – 7:00 P.M.
December 10, 2021	5:00 A.M. – 7:00 P.M.
December 14, 2021	10:00 A.M. – 7:00 P.M.
December 16, 2021	5:00 A.M. – 4:00 P.M.
December 21, 2021	9:00 A.M. – 7:00 P.M.

The Travelers Indemnity Company (“**Travelers**”) (acting on behalf of St. Paul Fire and Marine Insurance Company, owner of the parking facility) hereby agrees to allow the St. Paul Police Department (“**SPPD**”) to use approximately twenty-five (25) parking spaces in Travelers’ West Plaza Lot, which is bound by West 7<sup>th</sup> Street, West 6<sup>th</sup> Street and West 5<sup>th</sup> Street, in St. Paul, Minnesota (the “**West Plaza Lot**”) during the SPPD Events described above. Travelers agrees to make the parking spaces available for SPPD’s use during the hours of the SPPD Events. The parking spaces will be available on a first come first served basis. All vehicles must leave the West Plaza Lot no later than 2:00 am following an SPPD Event. Attendees of the SPPD Events shall enter the West Plaza Lot from 5<sup>th</sup> or 6<sup>th</sup> Streets. SPPD shall accept use of the West Plaza Lot in its “as is” current condition, and Travelers makes no and has not made any warranties or representations express or implied, as to the condition of the West Plaza Lot or any improvements thereon.

Travelers hereby agrees that there shall be no cost to SPPD or the attendees of the SPPD Events with respect to parking in Travelers West Plaza Lot; however, use of the West Plaza Lot will be in common with Travelers' employees and the public during certain times of the SPPD Events. When entering the West Plaza Lot, attendees will be instructed to use the GSOC (second) intercom and provide their name, and Travelers Corporate Security will let them in (and out).

In consideration of Travelers permitting SPPD to use the Travelers' West Plaza Lot for the SPPD Events, SPPD hereby agrees to indemnify and hold Travelers, its agents, subsidiaries and affiliates, harmless from and against any claims incurred by Travelers, and/or its agents, subsidiaries and affiliates, and arising from SPPD and its employee's and agents use of the Travelers West Plaza Lot for purposes of the SPPD Events. In the event of any such claim, Travelers shall provide SPPD, within a reasonable period of time, written notice of the action, including reasonable information and assistance with respect to the same. In addition, prior to the commencement of the SPPD Events, and contingent upon Travelers's receipt of the same, SPPD shall deliver to Travelers, a letter confirming that the City of Saint Paul is self-insured with respect to liability arising out of SPPD's use of Travelers' West Plaza Lot for the SPPD Events.

It is understood by and between the parties that this Agreement shall only pertain to the SPPD Events, on the specified dates described herein.

Subject to the foregoing, The Travelers Indemnity Company hereby provides its consent to SPPD's use of the parking spaces situated in the West Plaza Lot, for purposes of the SPPD Events. Please execute this Agreement in the space provided below in order to signify your approval of the same. As provided above, please deliver the letter confirming that the City of Saint Paul is self-insured, via email, to Anne I. Hayes, Director, Parking & Mass Transit [AIHAYES@travelers.com] prior to the SPPD Events.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and shall supersede any prior or simultaneous conversations, negotiations, understandings, agreements and writings respecting the same, and may be amended or altered only by written agreement executed by both SPPD and Travelers. SPPD may not, voluntarily, by operation of law, or otherwise assign, sublicense or otherwise transfer in whole or in part this Agreement, or any of its rights or obligations hereunder. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties hereto and any permitted successors and assigns. This Agreement is not to be construed as in any way granting SPPD any interest in the West Plaza Lot. This Agreement is intended to merely grant SPPD the right to use and access the West Plaza Lot in accordance with the terms hereof. This Agreement may be executed in counterparts, and using DocuSign or other



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electronic signature method. The delivery of an executed copy of this Agreement by facsimile or by email of a .pdf file (including the use of DocuSign or other electronic signature) shall be legal and binding and shall have the same force and effect as if an original executed copy of this Agreement has been delivered.

Should you have any questions, please contact Anne Hayes. She may be reached at 860.954.7575.

Sincerely,  
The Travelers Indemnity Company

James A. Scannell  
Senior Vice President

ACCEPTED AND AGREED TO:  
St. Paul Police Department

By: \_\_\_\_\_  
Name: Robert Thomasser  
Its: Assistant Chief of Police

By: \_\_\_\_\_  
Name: Judy Hanson  
Its: Assistant City Attorney