

**JOINT POWERS AGREEMENT
BETWEEN THE MINNESOTA SPORTS FACILITIES AUTHORITY
AND THE CITY OF ST. PAUL**

This Joint Powers Agreement (“Agreement”) is made and entered into by and between the Minnesota Sports Facilities Authority, a public body and political subdivision of the State of Minnesota (“MSFA”), and the City of St. Paul, Minnesota, a Minnesota municipality (the “City”). This Agreement, and any amendments and supplements thereto, shall be interpreted pursuant to the Laws of the State of Minnesota.

WHEREAS, Minnesota Statutes § 471.59, subd. 1, permits governmental units to jointly exercise powers that each may separately exercise (the “Joint Powers Act”).

WHEREAS, the City and the MSFA are governmental units as defined in Minnesota Statutes § 471.59, subd. 1(a).

WHEREAS, the MSFA, pursuant to Minnesota Statutes, Chapter 473J, owns U.S. Bank Stadium (the “Stadium”) as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural, and commercial activities.

WHEREAS, the MSFA (through its Stadium manager, ASM Global (“Stadium Manager”)) is obligated to provide certain security services, including a specified number of Minnesota licensed peace officers, that meet National Football League standards during NFL games held at the Stadium (the “NFL Security Standards”).

WHEREAS, since the Stadium opened in 2016, the NFL Security Standards have been met by officers of the Minneapolis Police Department, but current staffing shortages within that police department prohibited providing sufficient officers to meet the NFL Security Standards.

WHEREAS, the City agrees to exercise certain powers and provide certain services on behalf of MSFA as more fully set forth herein.

WHEREAS, the City and MSFA desire to enter into a written Joint Powers Agreement pursuant to Minnesota Statutes § 471.59, subd. 1, whereby MSFA will designate the City as the provider of peace officers as defined in Minnesota Statutes § 626.84(c).

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MSFA AND THE CITY, that execution of this Joint Powers Agreement by and between the MSFA and the City is hereby approved and that the City of St. Paul Police Department (the “Department”) is hereby designated as a peace officer provider on behalf of MSFA

ADOPTED by the City Council of St. Paul on this ____ day of August, 2025 and the MSFA on this ____ day of _____, 2025.

I. Background & Purpose

The purpose of this Agreement is to set forth the terms under which the City, through the Department, will provide law enforcement services at the Stadium during the periods of August 8, 2025, through August 7, 2030. City agrees to provide law enforcement and security services, through the Department at the Stadium. The City acknowledges that the Stadium Manager will act on behalf of the MSFA regarding the Department and the Stadium Manager will assume all obligations of the MSFA under this Agreement. All responsibilities of the MSFA established under this Agreement will be performed by the Stadium Manager (except as required under the Joint Powers Act). The City further acknowledges that the Minneapolis Police Department (“MPD”) will provide incident command for all events at the Stadium and Department’s services will be provided within the vicinity of the Stadium, unless further directed by the MPD. In consideration of the mutual terms and conditions, promises, covenants, and payments of this Agreement, the City and MSFA agree as follows:

II. City Responsibilities

1. Pursuant to the MPD incident command expressed above, the City, through the Department, will provide law enforcement and security services at the Stadium including but not limited to:
 - a. Event security services, including arrests as required, for the periods of August 8, 2025, through August 7, 2026;
 - b. Enforcement of state law or ordinance, consistent with Minnesota Statutes Chapter 473J;
 - c. Supplement MPD traffic enforcement in coordination with MPD;
 - d. Responses to reports of criminal activity and medical, fire, and other emergencies.
2. The manner and standards of performance, the discipline of law enforcement officers, and other matters incident to the provision of services under this Agreement lies solely within the control of the City, through the Department. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Department shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section II.3 herein.
3. In the event the MSFA notifies ~~the City, through~~ the Department, that the MSFA is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, ~~the City, through~~ the Department, shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Department to fulfill their duties under state law.

4. Services shall be provided in the manner prescribed by the Stadium Manager and shall be performed by the number of deputies and other personnel as may be mutually agreed to from time-to-time.
5. The City, through the Department, shall furnish the labor, supervision, equipment, and supplies necessary to provide services pursuant to this Agreement, including, but not limited to general patrol and security, traffic control, building security, and supervision.

III. MSFA Responsibilities

1. The MSFA will provide all necessary facilities, as identified by Department, and other resources necessary to fulfill the purposes of this Agreement.
2. The MSFA agrees that the City shall have full cooperation and assistance from the MSFA and its officers, agents, and employees. The MSFA shall designate a liaison to the Department. The liaison shall represent the MSFA at planning meetings related to services provided under this Agreement.

IV. Billings and Payment

1. Except for recognized holidays, the MSFA (through the Stadium Manager) shall pay the City \$150.00 (one hundred fifty dollars) per hour per employee for the services described in Section II of this Agreement. This Agreement contemplates completed coverage as required by the NFL, as listed below:

Security Services at Events — August 8, 2025, through August 7, 2026, as described in Section II of this Agreement.

The MSFA shall additionally reimburse Department for mileage at the current General Services Administration (GSA) rate for mileage incurred during the provision of law enforcement or security services with City vehicles.

2. The MSFA (through the Stadium Manager) shall pay City invoices sent pursuant to this Agreement within 30 days.

V. General Terms

1. **Public Data:** All data collected, created, received, maintained, or disseminated for any purpose in the course of either Party's performance of this Agreement are governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and any other applicable statutes and rules. The City shall be responsible for maintaining such data consistent with the MGDPA following the conclusion of the City's provision of services under this Agreement.
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 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 this Agreement.
4. **Liability:** Pursuant to the provisions of Minnesota Statutes § 471.59, subd. 1a(a), the MSFA agrees to be responsible for the acts or omissions of the City and its employees, officials, representatives, and agents in connection with this Agreement. Accordingly, the MSFA agrees to provide for the full coverage, defense, and indemnification of the City and its employees, officials, representatives, and agents from all claims arising from or in any way related to the provision of services under this Agreement. The MSFA further agrees to defend and indemnify the City for any property damaged or lost in connection with this Agreement. As such, the Parties agree that their liability shall be governed by Minnesota Statutes § 471.59, subd. 1a, Minnesota Statutes § 3.732, and other applicable state and federal law. The City acknowledges that the MSFA will require the Stadium Manager to fully assume all these liability responsibilities on behalf of the MSFA.

Nothing herein shall be construed as a waiver by either Party of any other tort liability protections provided by law.

In the event that the City or its employees, officials, representatives, or agents are sued for any act or omission in connection with services provided pursuant to this Agreement, the City will tender the defense of such lawsuit and the MSFA will accept the tender of defense (which tender will subsequently be tendered to the Stadium Manager). The City reserves the right to defend itself against any lawsuit or claim.

For purposes of determining total liability for damages, the Parties agree that they are considered a single governmental unit under Minnesota Statutes § 471.59, subd. 1a(b).

5. **Workers' Compensation:** Each Party will maintain workers' compensation insurance or a program of self-insurance covering its own personnel.
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 MSFA will assign or transfer their interest in this Agreement without the written consent of the other.
8. **Amendments:** Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each Party.
9. **Waiver:** Failure of a Party to assert any right under this Agreement shall not constitute a waiver or termination of that right.
10. **Survival of Obligations:** If a court or governmental agency with proper jurisdiction determines that a provision herein is unlawful, that provision shall terminate. If a

provision is so terminated but the Parties 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 according to the laws of the State of Minnesota. Litigation related to this Agreement shall be venued in the appropriate state or federal court in Minneapolis.
12. **Force Majeure:** Neither Party shall be held responsible if its performance under this Agreement is prevented by acts or events beyond the Party's reasonable control including, but not limited to, acts of God, severe weather and storms, pandemics, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, civil unrest, or acts of legislative, judicial, executive, or administrative authorities.
13. **Term and Termination:** This Agreement shall be effective from August 8, 2025, through August 7, 2026 (the "Initial Term"), subject to the Termination provisions of this Agreement. The parties may renew the Agreement for four additional one-year periods.

This Agreement shall terminate upon expiration of the Initial Term or by either Party giving 30 days' written notice to the other Party. In any event, the Parties may not terminate this Agreement earlier than February 1, 2026.
14. **Distribution of Property:** Any equipment or property acquired by either Party to fulfill the purposes of this Agreement shall remain the property of the purchasing party at the conclusion of this Agreement.
15. **Equal Opportunity:** Each Party agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination or denial of programs, services, and activities on account of race, color, creed, religion, sexual orientation, national origin, gender, marital status, status with regard to public assistance, disability, or age.
16. **Statutory Authority:** This agreement shall not be construed as a relinquishment by the MSFA of any of the powers vested in it by Minnesota Statutes Chapter 473J.
17. **Notice:** All notices under this Agreement will be deemed to have been fully given when made in writing and sent to Paul Ford, Assistant Chief of Police (on behalf of the City) or the Board Chair of the MSFA (on behalf of the MSFA).
18. **Entire Agreement:** This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

MINNESOTA SPORTS FACILITIES
AUTHORITY

By: _____
Michael Vekich
Chair
Date: _____

By: _____
Ed Kroics,
Executive Director
Date: _____

CITY OF ST. PAUL, MINNESOTA

By: _____
Jaime Tincher, Deputy Mayor

Date: _____

By: _____
Paul Ford, Assistant Chief of Police

Date: _____

By: _____
Laura Logsdon, Interim Director, Office of
Financial Services

Date: _____

By: _____
Anthony Edwards, Assistant City Attorney

Date: _____