

**JOINT POWERS AGREEMENT REGARDING PUBLIC SAFETY
RELATED TO 2008 REPUBLICAN NATIONAL CONVENTION**

THIS JOINT POWERS AGREEMENT REGARDING PUBLIC SAFETY RELATED TO 2008 REPUBLICAN NATIONAL CONVENTION (hereinafter referred to as the “Agreement”), is made effective, except as otherwise made operationally effective as set forth in Section 4 herein, on this ____ day of _____, 2008, by and between the **CITY OF SAINT PAUL, MINNESOTA**, a municipal corporation, (hereinafter referred to as “Saint Paul”), acting through its Police Department (hereinafter referred to as the “SPPD”) and the **CITY OF MINNEAPOLIS, MINNESOTA**, a municipal corporation, (hereinafter referred to as “Minneapolis” or the “City of Minneapolis”) acting through its Police Department (hereinafter referred to as the “MPD”).

WHEREAS, each city is a host city for the 2008 National Republican Convention to be held between September 1, 2008 and September 4, 2008 (hereinafter referred to as the “2008 RNC”); and

WHEREAS, each city has entered into a “City Service Agreement For The 2008 Republican National Convention” with the Minneapolis Saint Paul 2008 Host Committee, Inc., a Minnesota non-profit corporation (hereinafter referred to as the “Host Committee”), whereby each city has agreed to undertake certain public safety and security measures related to the 2008 RNC within the boundaries of the cities of Saint Paul, Minnesota, Minneapolis, Minnesota and all other Special Event Venues, and to have the SPPD act as the lead local law enforcement agency to help facilitate the provision of such measures in other locations throughout the greater Saint Paul-Minneapolis metropolitan area to which a rapid response team (hereinafter referred to as the “RRT”) may be deployed or such other locations that may be subject to a Unified Command, all as more fully described herein (hereinafter such above-described locations shall be collectively referred to as the “Security Event”);

WHEREAS, each city is in need of procuring additional law enforcement personnel to provide the public safety and security measures required of an event the size and unique nature of the 2008 RNC; and

WHEREAS, the SPPD and the MPD provide law enforcement services to their respective cities pursuant to the police powers and law enforcement authority granted under the laws of the State of Minnesota; and

WHEREAS, the federal government has awarded for “State and Local Law Enforcement”, \$50,000,000.00 for security and related costs, including overtime, associated with the 2008 RNC, and

WHEREAS, at the request of each city, the other city is willing to provide the services of the law enforcement personnel identified in this Agreement to assist with the Security Event and in staffing the RRT comprised of licensed peace officers employed by the SPPD, the MPD, and

certain other law enforcement organizations, that will be established for the exclusive purpose of providing public safety-related aid and assistance to law enforcement organizations throughout the greater Saint Paul-Minneapolis metropolitan area, provided that such aid and assistance is actually and directly related to the 2008 RNC, and only if such aid and assistance is warranted by extraordinary circumstances, all as more fully set forth in Section 3.6 herein; and

WHEREAS, subject to the terms and conditions contained in Section 3.6 herein and to the extent warranted by extraordinary circumstances as defined therein, the cities of Saint Paul and Minneapolis may wish to avail themselves of the aid and assistance from the RRT within their legal boundaries .

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59, commonly known as the Joint Powers Act, and/or Minnesota Statutes, Sections 626.76 and 626.77, and in consideration of the mutual covenants herein contained and the benefits that each party hereto shall derive hereby, the Parties agree as follows:

1 PURPOSE OF THE AGREEMENT; BASIC CRITERIA OF LPOs AND NON-LPOS

1.1 The purpose of this Agreement is to set forth the terms and conditions whereby each city will use itself or provide the other the professional services of those certain licensed peace officers identified on Attachment A attached hereto (such licensed peace officers identified on Attachment A shall be collectively referred to herein as the “LPOs”) to assist the SPPD with the Security Event including the RRT, and to set forth the terms and conditions in which Minneapolis, if necessary can avail itself of the aid and assistance of the RRT.

1.1.1 Each city may use or also provide the other city with persons who are employed and actively utilized by that city in a public safety capacity who do not meet the criteria of an LPO as set forth in this Agreement but whose special public safety training and experience may enable such persons to provide further assistance to the SPPD or the MPD with regard to the Security Event (hereinafter such persons are identified on Attachment B attached hereto, and shall be collectively referred to herein as the “Non-LPOs”) (an example of a Non-LPOs might include parking enforcement and/or traffic control officers, detention staff, special deputies, emergency medical services’ emergency center/911 dispatchers, firefighters and Public Works personnel). If the SPPD or the MPD, desires to use any Non-LPOs, the requesting department will notify the other in writing of the conditions by which the Non-LPOs will be used, and such writing will be incorporated as an addendum to this Agreement.

1.2 Each of the LPOs must meet the following criteria as defined in Minnesota Statutes, Sections 626.84, Subdivision 1(c) and 471.59, Subd. 12, which reads:

“(1) the peace officer has successfully completed professionally recognized peace officer pre-employment education which the Minnesota Board of Peace Officer Standards and Training has found comparable to Minnesota peace officer pre-employment education; and
(2) the officer is duly licensed or certified by the peace officer licensing or certification authority of the state in which the officer's appointing authority is located.”

2 ADDITIONAL CRITERIA OF LPOs; PROVIDER SCOPE OF SERVICE

2.1 In addition to meeting the criteria set forth in Section 1 of this Agreement, the SPPD and the MPD agree that each of the LPOs shall also meet the following criteria:

A. That each LPO shall by reason of experience, training and physical fitness be capable of performing the duties required by the SPPD or MPD of each such LPO during the Security Event; and

B. That: (i) each LPO shall have been employed as a licensed peace officer for a minimum of two (2) years in the United States; or (ii) in the event that an LPO has been employed as a licensed peace officer for less than two (2) years in the United States, that such LPO will at all times when providing the services described in this Agreement, be directly supervised by an LPO who in addition to satisfying the minimum criteria described in this Section 2.1 B. (i), shall also possess sufficient supervisory skills and experience generally recognized and accepted throughout the greater Saint Paul-Minneapolis law enforcement community; and

C. That each of the LPOs are officers in good standing with their department. Throughout the term of this Agreement, the SPPD and the MPD shall promptly notify the other in the event that any LPO is no longer an officer in good standing with their respective department.

D. That throughout the term of this Agreement and subject to Chapter 13, Minnesota Statutes, commonly known as the “Minnesota Governmental Data Practice Act” (hereinafter referred to as the “MGDPA”), each department shall give the other notice using the form attached hereto as Attachment C, of any public data as defined under the MGDPA regarding any internal affairs type of investigations sustained and with a final disposition against any LPO during the past three (3) years, involving excessive/unnecessary/unreasonable use of force, improper conduct or conduct unbecoming of a licensed law enforcement officer; and

E. That unless otherwise provided or requested by the SPPD or the MPD, each of the LPOs shall be equipped and/or supplied by the respective department’s own expense, with a seasonally appropriate patrol uniform of the day and equipment, including but not limited to service belts with the department radio equipment,

service weapon and personal soft ballistic body armor that are required to be worn by each LPO while on duty for their department; see Attachment D attached hereto for uniform and equipment list; and

F. That each department shall furnish all of the information required in Attachments A, B and E attached hereto for each LPO and Non-LPO no later than ten (10) business days after the effective date of this Agreement, with the understanding that each city will hold the data in the same classification as the other does under the MGDPA.

2.1.1 The SPPD and the MPD acknowledges and agrees that at anytime during the term of this Agreement the other has the sole discretion to decline to accept and/or use any LPO or Non-LPO without cause or explanation.

2.2 The MPD agrees to provide Saint Paul with the following services:

- A. That upon reasonable advance written notification from the SPPD, each LPO so designated by the SPPD shall participate in training activities related to the Security Event including the RRT, that are coordinated or conducted by the SPPD or its designee (hereinafter each such training session shall be referred to as a “Security Event Training Session”) for a period of time commencing from the Security Event Training Session Commencement Date to the Security Event Training Session Termination Date as those respective terms are defined in Section 4 herein; and
- B. That upon reasonable advance written notification from the SPPD, each LPO so designated by the SPPD shall participate in the Security Event and/or the RRT for a period of time commencing from the Security Event Commencement Date to the Security Event Termination Date as those respective terms are defined in Section 4 herein.
- C. That each LPO agrees to be placed by the SPPD, if so determined by the SPPD, in an “On Assignment” status in which the LPO is physically proximate to a Security Event location within the City of Saint Paul or to a Security Event location to which the RRT may be deployed, so as to be able to physically report in a timely manner to such duty post assigned by the SPPD prepared to undertake the specific job task or responsibility assigned to such LPO by the SPPD related to the Security Event.
- D. That at the request of the SPPD, each LPO and Non-LPO shall participate in and/or provide information to and otherwise cooperate with the SPPD in any “after action activities” following

the conclusion of a Security Event Training Session, the Security Event and/or a deployment of the RRT. For purposes of this Agreement “after action activities” may include, but not be limited to the following activities related to Security Event Training Sessions, the Security Event and the RRT: debriefings of information and experiences, completion of surveys and questionnaires and assisting and/or participating in any civil and/or criminal legal proceedings.

- 2.3 Notwithstanding Section 12 herein, the SPPD and the MPD acknowledge and agrees that at all times during each Security Event Training Session, the Security Event and during each deployment of the RRT each LPO regardless of such LPO’s rank or job title held as an employee of their department, shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command and following unified command principles and practices established through the law enforcement community (herein referred to as “Unified Command”).
- 2.4 The City of Minneapolis agrees to cooperate and provide Saint Paul, with any other information reasonably requested by it that Saint Paul deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement. By way of illustration only, such cooperation and information may include, but not be limited to the City of Minneapolis’ timely completion and production of information required for insurance purposes and audit purposes.

3 SAINT PAUL RESPONSIBILITIES

- 3.1 Saint Paul agrees that it will provide or facilitate the Security Event Training Session[s]. The substance of the training, including the locations, dates and times of any Security Event Training Session, shall be detailed in a separate writing provided from the SPPD to the MPD.
- 3.2 Saint Paul acknowledges that the federal government has awarded for “State and Local Law Enforcement”, \$50,000,000.00 for security and related costs including overtime, associated with the 2008 RNC and that Saint Paul anticipates certain financial assistance may or will be provided to it by the state government and/or third parties other than Saint Paul (hereinafter referred to as the “Security Subsidy”), and that the Security Subsidy is to be used to fully and completely fund and/or reimburse the City of Minneapolis for the necessary costs of participating in the Security Event Training Session[s], the Security Event, the RRT, the “Convention Security Plan” as described in each city’s City Service Agreement For The 2008 Republican National Convention and any “after action 1` activities” related thereto. Subject to Saint Paul’s good faith duty to provide the City of Minneapolis with as much advance written notice that is reasonable under the circumstances that the Security Subsidy is insufficient to reimburse all or a portion of the costs and expenses described in this Agreement, the City of Minneapolis acknowledges and agrees that the Saint Paul’s obligation to reimburse such costs or expenses shall be

limited only to the funds available in the Security Subsidy; in such event Saint Paul agrees that funds available shall be distributed between/among Minneapolis, Saint Paul and other law enforcement organizations providing services under this or similar joint powers agreements regarding public safety related to the 2008 Republican National Convention in, at least, a ratio based on each organization's contribution for security and related costs as a share of the total contributions.

- 3.3 Subject to the City of Minneapolis' compliance with the requirements of Section 5 of this Agreement, Saint Paul agrees to provide reimbursement from the Security Subsidy to the City of Minneapolis for each LPO and Non-LPO whose services are requested or actually utilized by the SPPD or the MPD during the Security Event Training Sessions, the Security Event, the "License Periods" as defined in each city's City Service Agreement For The 2008 Republican National Convention and the RRT for the following: the prevailing hourly contract wages at the rate of one and one-half times together only with the employer's share of Medicare and PERA contributions being paid by the MPD to each LPO and Non-LPO (based on such wages and employer's share of Medicare and PERA contributions described in Attachments A and B attached hereto) at the time the services of such LPO or Non-LPO have been actually utilized by the SPPD or MPD in accordance with this Agreement. Unless otherwise agreed to in writing by Saint Paul, it shall only reimburse the City of Minneapolis in accordance with this Agreement for any reimbursable costs (including costs of overtime if applicable) incurred by the City of Minneapolis related to the actual participation by an LPO or Non-LPO in a Security Event Training Session only upon the satisfaction of one of the following conditions: (a) the actual participation by an LPO or Non-LPO in the Security Event and/or the RRT as required by the SPPD; or (b) the LPO or Non-LPO was ready, willing and available to participate in the Security Event and/or the RRT as required by the SPPD hereunder despite the LPO or Non-LPO not having actually participated in the Security Event..
- 3.4 The person responsible on behalf of the SPPD for the daily operation, coordination and implementation of this Agreement, which responsibilities shall include, but not limited to, determining the assignments of the LPOs, shall be SPPD Assistant Chief Matt Bostrom (hereinafter referred to as the "Coordinator"). Except as otherwise provided in this Agreement, all contact or inquiries made by the MPD with regard to this Agreement shall be made directly to the Coordinator or the Coordinator's designee.
- 3.5 Saint Paul shall provide the City of Minneapolis with the eligibility guidelines for the costs described in this Section 3 and a checklist for submitting the Reimbursement Payment Form attached hereto as Attachment F, and related required documentation.
- 3.6 The MPD acknowledges and agrees that the SPPD, in its discretion, may assign some of the LPOs to the RRT. The RRT will be established for the sole and exclusive purpose of providing public safety-related aid and assistance as requested by law enforcement organizations with the legal responsibility for providing police services to local units of government throughout the Twin Cities metropolitan area (hereinafter referred to as the "Requesting Party"), provided that: (i) such aid and assistance is actually and directly

related to the 2008 RNC; and (ii) only if such aid and assistance is warranted by extraordinary circumstances. For purposes of this Agreement, the term “extraordinary circumstances” shall mean those circumstances that significantly exceed the usual and customary ability of the Requesting Party to effectively and safely provide police services within its jurisdictional boundaries (which by way of example only, may include, but not be limited to, providing security for critical infrastructure, transportation routes and venues and facilities). Nothing contained in this Agreement shall preclude the MPD from also becoming a Requesting Party and availing itself of the RRT in accordance with this Section 3.6. Nothing contained in this Agreement shall preclude the Chief of Police of Minneapolis, in the event of extraordinary circumstances related to the RNC, from utilizing the services of MPD LPOs and the RRT in the City of Minneapolis and, seeking and obtaining reimbursement in accordance with this Agreement.

4 TERM OF AGREEMENT

4.1 Unless otherwise terminated earlier as provided in Section 16 herein, this Agreement shall become operationally effective as follows:

4.1.1 Security Event Training Session[s] – The Security Event Training Session Commencement Date and the Security Event Training Session Termination Date shall be the date[s] and time[s] so referenced in the writing described in Section 2.2 A of this Agreement which writing will incorporate the terms and conditions of this Agreement.

4.1.2 Security Event - The Security Event Commencement Date and the Security Event Termination Date shall be the date[s] and time[s] so referenced in a separate writing to be provided by the SPPD to the MPD, which writing will incorporate the terms and conditions of this Agreement.

4.1.3 The SPPD reserves the reasonable discretion to extend the Security Event Training Session Termination Date[s] and the Security Event Termination Date upon verbal or other non-written notice provided to the MPD.

5 BILLINGS AND PAYMENTS

5.1 That in consideration for the City of Minneapolis’ performance of this Agreement, Saint Paul hereby agrees to compensate the MPD from the Security Subsidy as provided in Section 3 herein and this Section 5. Minneapolis agrees to provide a budget of anticipated reimbursable costs and expenses no later than _____, 2008, for approval by Saint Paul. Saint Paul shall approve or not approve the submitted budget within five (5) business days of receipt of the budget from Minneapolis. If the submitted budget is not approved, the parties may meet to try and resolve disputed items. If the parties can not reach agreement on an approved budget, this shall be an additional occurrence under section 16.2 allowing Minneapolis to terminate this Agreement. If the parties reach an agreement on an approved budget, Minneapolis agrees that it shall use its best efforts not

to exceed the reimbursable costs and expenses contained in the approved budget. Minneapolis further agrees to promptly notify Saint Paul of circumstances or conditions that may significantly impact the budget and work with Saint Paul to minimize budget impacts. However, if due to extraordinary circumstances, and despite its best efforts to stay within the approved budget, Minneapolis' reimbursable costs and expenses exceed those contained in the approved budget, Saint Paul shall pay those reimbursable costs and expenses subject only to the pro rata distribution requirement contained in section 3.2 in the event that the Security Subsidy is inadequate.

5.2 Reimbursement Requirements

5.2.1 Except as may otherwise be provided either by this Agreement or with the written consent of Saint Paul, any payments due and owing by Saint Paul to the City of Minneapolis for approved reimbursable costs and expenses described in this Agreement for which the City of Minneapolis has completed and delivered to Saint Paul all of the documentation required herein, shall be made no earlier than the Security Event Termination Date. Subject to the conditions described in this Section 5.2.1, Saint Paul shall make every effort to make the payment to the City of Minneapolis within thirty-five (35) days after Saint Paul's receipt of all of the documentation required herein.

5.2.2 As a condition precedent to receiving any reimbursement from Saint Paul for approved reimbursable costs and expenses described in this Agreement, the Reimbursement Payment Form, attached hereto as Attachments A and B, must:

- A. Be submitted to Saint Paul no later than November 15, 2008, unless such deadline is otherwise extended with the written consent of Saint Paul. The Reimbursement Payment Form shall be submitted to the Attention of Lori Lee, Office of Financial Services, 15 West Kellogg Boulevard, Room 700, City of Saint Paul, MN 55102; and
- B. Include a cover letter signed by Minneapolis' Chief Financial Officer or his/her designee, detailing the total amount sought to be reimbursed and including a summary narrative and cost overview that provide context to the submission, including any unusual circumstances, all provided under the following certification: "*I certify that all information presented in this application supports only costs incurred for security related services provided for the 2008 Republican National Convention, and that all information was obtained from payroll records, invoices or other documents that are available for audit.*"; and
- C. Include an itemized invoice as specified on checklist; and

D. Include all back-up documentation, as outlined on the checklist provided by Saint Paul to the City of Minneapolis.

5.2.3 In addition to any other requirements contained herein, the City of Minneapolis agrees that it will promptly provide to Saint Paul upon request, any other information or documentation of approved reimbursable costs and expenses described in this Agreement as may be required by the federal government as a condition to Saint Paul's receipt of the Security Subsidy. All records must be maintained for future audits and the entity being reimbursed will be fiscally responsible for the results of any such audit.

5.2.4 Any questions regarding this reimbursement process should be directed to: Lori Lee or designee, Office of Financial Services.

5.2.5 The City of Minneapolis acknowledges and agrees that Saint Paul's obligations to provide reimbursement pursuant to this Agreement are solely and exclusively limited to the Security Subsidy, and that Saint Paul shall not be liable for any payment hereunder: (i) to the extent that the Security Subsidy is insufficient to fully reimburse the MPD and Saint Paul provides the notice described in Sections 3.2 and 16 of this Agreement; or (ii) in the event that the funder[s] of the Security Subsidy determine, independent of the Saint Paul and the SPPD, that a cost that may otherwise be reimbursable pursuant to the terms of this Agreement, is not eligible for reimbursement and that any payment for reimbursement previously made by Saint Paul to the City of Minneapolis is deemed to be ineligible by the funder[s] and is required to be returned to the funder[s].

5.3 In the event the City of Minneapolis fails to comply with any terms or conditions of the Agreement or to provide in any manner the work or services as agreed to herein, the Saint Paul reserves the right to withhold any payment until it is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of Saint Paul's right to termination as provided in the sections of this Agreement.

6 AGREEMENT MANAGEMENT

6. The City of Minneapolis has identified the following person[s] as persons to contact only with regard to the following matters regarding the Agreement:
(List names) *(List responsibilities)*

7 WORK PRODUCTS, RECORDS, DISSEMINATION OF INFORMATION

7.1 For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“*Work product*” shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that are used or belong to SPPD or results from the City of Minneapolis’ services under this Agreement.

“*Supporting documentation*” shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement.

“*Business records*” shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to SPPD or MPD and pertain to work performed under this Agreement.

- 7.2 Each party agrees not to release, transmit, disclose or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior notice to the other. Except as otherwise required by federal and/or state law, neither party shall release, transmit, disclose or disseminate any security information, security service or security service data, defined under Minnesota Statutes, Sections 13.37 and 13.861 or any like data, as defined and/or required in all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards.
- 7.4 In the event of termination, all supporting documents and business records prepared by the City of Minneapolis under this Agreement, shall be delivered to Saint Paul by the City of Minneapolis by the termination date.
- 7.5 Each party agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by either party, the Auditor of the State of Minnesota, or other duly authorized representative.
- 7.6 Each party agrees to abide strictly by Chapter 13 , Minnesota Government Data Practice Act, (“MGDPA”)and in particular Minnesota Statutes, Sections 13.05, Subd. 6 and 11; 13.37, Subd. 1 (b), 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by either party in performing functions under this Agreement is subject to the requirements of the MGDPA and both parties must comply with those requirements. If any provision of this Agreement is in conflict with the MGDPA or other Minnesota state laws, state law shall control.

8 EQUAL OPPORTUNITY EMPLOYMENT

Neither party will discriminate against any employee or applicant for employment for work under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure

that applicants are employed and employees are treated during employment without regard to the same.

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

9 COMPLIANCE WITH APPLICABLE LAW

Both 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 their respective performances of the provisions of this Agreement.

10 CONFLICT OF INTEREST

10.1 Both parties agree that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in their respective performances of their obligations pursuant to this Agreement.

10.2 Acceptance of this Agreement by the parties indicates compliance with Chapter 24.03 of the Saint Paul Administrative Code, which provides that: "Except as permitted by law, no City official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City."

10.3 Both parties agree that, should any conflict or potential conflict of interest become known, the party learning of such conflict or potential conflict shall advise the other party of the situation so that a determination can be made about each party's ability to continue performing services under this Agreement.

11 INSURANCE

11.1 The Host Committee for the 2008 RNC, at its own cost, shall provide the following insurance coverage in which the City of Minneapolis and the MPD shall be covered as a named insured party:

A. Police Professional Insurance (the "Insurance Coverage") providing coverage for claims arising out of actions of each LPO and Non-LPO who provide security and law enforcement during the convention and convention related events with a limit of coverage not less than Ten Million Dollars (\$10,000,000), as evidenced by a certificate of insurance provided to the Provider providing at least a ten (10) day notice of cancellation or any significant material change in coverage.

11.1.1 The City of Minneapolis agrees to be bound by the terms and conditions contained in the Insurance Coverage policy (“Policy”), the terms and conditions of which are incorporated herein by reference.

11.1.2 The parties acknowledge and agree that the Insurance Coverage shall only provide coverage during the time period set forth in the Policy.

11.1.3 The City of Minneapolis agrees that it shall cooperate with the insurer who will be underwriting the Insurance Coverage by timely providing information as reasonably requested by said insurer or its designees. For purposes of this Section 11.1.3, this cooperation will include, but not be limited to both the underwriting process and the claims process, and this obligation shall survive and extend if necessary, beyond the termination of this Agreement.

11.2 Each party shall be responsible for injuries or death of its own LPOs and Non-LPOs. Each party will maintain workers’ compensation insurance or self-insurance equivalent coverage, covering each of its own LPOs and Non-LPOs while such LPOs and Non-LPOs are providing services pursuant to this Agreement. Each party waives the right to sue the other or for any workers’ compensation benefits paid to its own LPOs or Non-LPOs and any dependants of such LPOs and Non-LPOs, even if the injuries were caused wholly or partially by the negligence of the other party.

12 INDEPENDENT CONTRACTOR; RULES OF CONDUCT

12.1 Notwithstanding any other provision of this Agreement, including, but not limited to Section 2.3, it is understood and agreed by the parties hereto that, at all times and for all purposes within the scope of the Agreement, the relationship of the MPD to Saint Paul is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the City of Minneapolis or its LPOs or Non-LPOs to be employees of Saint Paul, and the City of Minneapolis employees shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees. Similarly, the parties agree that no employee or LPO or Non-LPO of the city of Saint Paul shall be construed to be an employee of the City of Minneapolis or entitled to any of the rights, privileges, or benefits of City of Minneapolis employees.

12.2 During the Security Event Training Session[s] and the Security Event, each LPO shall be required to comply with the rules of conduct established by the MPD and the SPPD.

13 SUBCONTRACTING.

Both parties agree not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the other party.

14 MUTUAL RESPONSIBILITY; NO WAIVER OF IMMUNITIES

- 14.1 Each party hereto agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents 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 and/or omissions of the other party and the results thereof. Notwithstanding the foregoing, nothing contained in this Section 14.1 shall waive, nor shall be construed to waive any rights and benefits either party has with regard to its status under the insurance coverage described in Section 11 of this Agreement.
- 14.2 It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party, their respective officials and employees, may have under said Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

15 ASSIGNMENT

Each party binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither party will assign or transfer their interest in this Agreement without the written consent of the other.

16 EVENTS OF DEFAULT; TERMINATION

- 16.1 By Saint Paul – Saint Paul may terminate this Agreement based on the occurrence of any of the following events:
- A. the cancellation of the 2008 RNC;
 - B. the determination made by Saint Paul after discussion with the City of Minneapolis, that the Security Subsidy is insufficient to reimburse all or a portion of the costs and expenses described in Section 3 of this Agreement, which determination must be made and disclosed to the City of Minneapolis prior to the Security Event Commencement Date;
 - C. the failure of the Host Committee to purchase and provide the insurance coverage described in Section 11 of this Agreement in a timely manner determined by the City;
 - D. the failure of the MPD to comply with or perform any term, condition or obligation contained in this Agreement and to fail to cure such default within seven (7) calendar days after Saint Paul or SPPD provides the MPD with notice of such default.
- 16.2 By Minneapolis - Minneapolis may terminate this Agreement based on the occurrence

of any of the following events:

- A. without cause, prior to any Security Event Training Session[s] Commencement Date[s] in which any of the MPD's LPOs shall participate;
- B. the cancellation of the 2008 RNC;
- C. the failure of the Host Committee to provide Minneapolis with evidence in the form of a certificate of insurance naming the City of Minneapolis as a named insured in the policy of insurance coverage described in Section 11 of this Agreement;
- D. the MPD's receipt of the notice described in Section 3.2 of this Agreement;
- E. the failure of Saint Paul to comply with or perform any term, condition or obligation contained in this Agreement and to fail to cure such default within seven (7) calendar days after the MPD provides the SPPD with notice of such default.

16.3 Both parties shall act in good faith, to provide as much advance written notice of an event of default in this Section 16, to the other party that is reasonable under the circumstances.

16.4 In the event of termination, the Saint Paul will only pay the City of Minneapolis for those services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. Except as otherwise provided in this Section 16.4, neither party shall be entitled to the recovery of any consequential damages or attorney fees related to an event of default hereunder.

17 GOOD FAITH DISPUTE RESOLUTION

The parties shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled and to undertake resolution of disputes, if any, in good faith and in an equitable and timely manner. In the event such a dispute arising out of or relating to this Agreement or breach thereof cannot be resolved exclusively among the parties, such dispute shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal action hereof, provided for herein. Each party agrees to participate in up to four hours of mediation. The mediator shall be selected by the parties, or if the parties are unable to agree on a mediator then any party can request the administrator of the Ramsey County District Court Civil ADR Program and/or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents or each party having authority to settle the dispute. All expenses related to the mediation shall be borne by each party, including without limitation, the costs of any experts or legal counsel. All applicable statutes of limitations

and all defense based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

18 AMENDMENT OR CHANGES TO AGREEMENT

- 18.1 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties hereto, after all appropriate and necessary authority has been acquired by each such party.
- 18.2 Modifications or additional schedules 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 shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

19 NOTICES

Except as otherwise stated in this Agreement, all notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To Saint Paul:

To Minneapolis:

20 WAIVER

Any fault of a party hereto to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement’s provisions.

21 SURVIVAL OF OBLIGATIONS

- 21.1 The respective obligations of the parties under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.
- 21.2 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 hereto legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

22 INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

23 FORCE MAJEURE

Neither the 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: 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.

24 ENTIRE AGREEMENT

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF SAINT PAUL

CITY OF MINNEAPOLIS

By: _____
Its: Mayor

By: _____
Its: _____

Date: _____

Date: _____

Approval Recommended:

By: _____
Its: Chief of Police
Saint Paul Police Department

By: _____
Its: Director, Office of Financial Services

By: _____
Its: Director, Department of Human Rights

Approved as to form and legality:

Approved as to form:

By: _____
Its: Assistant City Attorney

By: _____
Its: Assistant City Attorney

Funding: _____
Activity # and Activity Manager Signature

City of Minneapolis Taxpayer I.D. No. _____
