

**SECOND AMENDED AND RESTATED
JOINT POWERS AGREEMENT
BETWEEN RAMSEY COUNTY AND
THE MINNESOTA STATE AGRICULTURAL SOCIETY
FOR LAW ENFORCEMENT AND SECURITY SERVICES**

This Amendment is between Ramsey County ("County") and the Minnesota State Agricultural Society ("Agricultural Society"), collectively (the "Parties").

WHEREAS, the County and Agricultural Society entered into the Joint Powers Agreement ("Agreement") for law enforcement and security services in July 2021, and now desire to amend the Agreement as described herein; and

WHEREAS, the initial term of this Agreement is set to expire on December 31, 2021; and

WHEREAS, the Agricultural Society is reconstituting its police department but will not have sufficient officers to fully staff the general law enforcement and security services required on the Minnesota State Fairgrounds by December 31, 2021; and

WHEREAS, the Agricultural Society requested that Ramsey County assist it with the provision of law enforcement and security services on the Fairgrounds, until it is staffed to do so and beyond the expiration of the initial term on December 31, 2021; and

WHEREAS, Ramsey County, on behalf of the Ramsey County Sheriff's Office, agrees to assist the Agricultural Society with the provision law enforcement and security services beyond the expiration of the initial term set forth in this Amended and Restated Agreement;

WHEREAS, on December 23, 2021, the Parties entered into a First Amended and Restated Joint Powers Agreement, extending the term of the July 2021 Agreement to January 15, 2021;

WHEREAS, the Ramsey County Manager executed the First Amended Agreement on behalf of the County but wished to have any further extension of the Agreement considered by the Ramsey County Board;

NOW, THEREFORE, the Parties agree to amend and restate the First Amended Joint Powers Agreement as follows:

Added language is indicated via underline and deleted language is indicated via ~~strike through~~.

I. Background & Purpose

In May 2021, the Agricultural Society disbanded the State Fair's existing police department, instead wishing to partner with another law enforcement agency to provide law enforcement and security services on the Minnesota State Fairgrounds. The Minnesota Department of Public

Safety recommended that the Ramsey County Sheriff's Office ("RCSO") was the appropriate choice to provide law enforcement services as the lead law enforcement agency.

The County, on behalf of the RCSO, agrees to assist the Agricultural Society with the provision of ~~provide~~ law enforcement and security services on the Fairgrounds through January 15, June 30, 2022, provided that the Agricultural Society agrees to defend and indemnify and be responsible for the acts and omissions of the County and its employees, officials, agents, and representatives from any liability arising from the provision of services under this Agreement, as provided by Minnesota Statutes Section 471.59, subdivision 1a(a). The purpose of this Agreement is to set forth the terms under which the County, through the RCSO, will provide law enforcement services to the Agricultural Society during the periods of June 1, 2021, through August 25, 2021, and September 7, 2021, through December 31, 2021, from January 1, 2022, through January 15, 2022, from January 16, 2022, through June 30, 2022, at the State Fairgrounds.

In consideration of the mutual terms and conditions, promises, covenants, and payments of this Agreement, the County and the Agricultural Society agree as follows:

II. County Responsibilities

1. The County, through the RCSO, will ~~provide~~ assist the Agricultural Society with the provision of law enforcement and security services, as it is able, to the Agricultural Society including but not limited to:
 - a. General law enforcement and security services ~~for the periods of June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021~~ January 1, 2022, through January 15, 2022 from January 16, 2022, through June 30, 2022;
 - b. Event security services ~~for the periods of June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021~~ January 1, 2022, through January 15, 2022 from January 16, 2022, through June 30, 2022;
 - c. ~~General law enforcement and security services for the Minnesota State Pre-Fair, which is from August 9, 2021, through August 25, 2021;~~
 - d. Patrol services of all areas of the Fairgrounds, as defined in Minnesota Statutes Section 37.01;
 - e. Enforcement of state law or any rule, bylaw, or ordinance of the Agricultural Society, consistent with Minnesota Statutes Section 37.20;
 - f. Traffic enforcement;
 - g. Criminal investigative services and crime-scene-processing services;
 - h. Follow up on reported crimes with persons who reported the crime, including notification as to the status of the investigation; and
 - i. Responses to reports of criminal activity and medical, fire, and other emergencies.
2. The County, through the RCSO, will work with the chief of the newly reinstated Minnesota State Fair Police Department (MSFPD), to ensure the orderly transition of law enforcement and security operations from the RCSO to the MSFPD.

III. Agricultural Society Responsibilities

1. The Agricultural Society will provide all necessary facilities, ~~as identified by~~ RCSO, and other resources necessary to fulfill the purposes of this Agreement.
2. ~~The Agricultural Society agrees that the County shall have full cooperation and assistance from the Agricultural Society and its officers, agents, and employees. The Agricultural Society shall designate a liaison to the RCSO. The liaison shall represent the Agricultural Society at planning meetings related to services provided under this Agreement.~~
2. The Agricultural Society shall appoint a chief of police for it newly reinstated Minnesota State Fair Police Department (MSFPD). The chief will request law enforcement services from Ramsey County, as needed, and with work RCSO to ensure the orderly transition of law enforcement and security operations from the RCSO to the MSFPD.

IV. Billings and Payment

1. Except for Ramsey County-recognized holidays, the Agricultural Society shall pay the County \$80 per hour per employee identified below for the services described in Section II of this Agreement. For Ramsey County-recognized holidays, the Agricultural Society shall pay the County \$100 per hour per employee. ~~This Agreement contemplates 24-hour coverage, supervision, and management, as listed below:~~

~~General Law Enforcement and Security Services June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021, as described in Section II.1.a of this Agreement:~~

~~24-hour coverage (one deputy per shift)
Three Managers/Supervisors (40 hours per week per person/120 total hours per week)~~

~~Security Services at Events June 1, 2021, through August 8, 2021, and September 7, 2021, through December 31, 2021, as described in Section II.1.b of this Agreement:~~

~~Staffing coverage will be agreed upon in advance by RCSO and the Agricultural Society.~~

~~General Law Enforcement and Security Services During the Minnesota State Pre-Fair August 9, 2021, through August 25, 2021, as described in Section II.1.c of this Agreement:~~

24 hour law enforcement and security services (2,656 hours)	\$212,480
Management and Supervision (8 hours per day)	\$21,760
Total estimated cost for Pre Fair (17 days)	\$234,240

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

2. The Agricultural Society shall pay County invoices sent pursuant to this Agreement within 30 days.
3. The Parties agree that the County will, at the very least, recover its costs for providing law enforcement and security services. Following the conclusion of the County's provision of services under this Agreement, the County shall prepare an accounting of all its costs incurred under this Agreement. The Agricultural Society agrees to reimburse all County costs incurred under this Agreement.

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 County shall be responsible for maintaining such data consistent with the MGDPA following the conclusion of the County'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 Section 471.59, subdivision 1a(a), the Agricultural Society agrees to be responsible for the acts or omissions of the County and its employees, officials, representatives, and agents in connection with this Agreement. Accordingly, the Agricultural Society agrees to provide for the full coverage, defense, and indemnification of the County 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 Agricultural Society further agrees to defend and indemnify the County 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 Section 471.59, subd. 1a, Minnesota Statutes Section, 3.732, and other applicable state and federal law.

The Agricultural Society may procure insurance to cover some or all of its responsibilities of defense, indemnification, and liability under this Agreement. Neither the County nor its employees, officials, representatives, or agents shall be responsible for any costs in connection with the defense and indemnification of any claim or lawsuit related to this Agreement.

The Agricultural Society is responsible for any claims or costs in excess of available insurance coverage. If the Agricultural Society is unable to bear the full costs of defense and indemnification it will seek financial assistance from the Minnesota State Legislature.

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

Notwithstanding the statutory tort liability limits set forth in the Tort Claims Act, the Agricultural Society's obligation to defend and indemnify the County and its employees, officials, representatives, and agents for any claim or lawsuit against the County arising from the County's performance of its duties under this Agreement is unlimited.

In the event that the County or its employees, officials, representatives, or agents are sued for any act or omission in connection with services provided pursuant to this Agreement, the County will tender the defense of such lawsuit and the Agricultural Society will accept the tender of defense. The County reserves the right to defend itself against any lawsuit or claim, and the Agricultural Society agrees to pay all reasonable costs associated with the County's defense of itself.

For purposes of determining total liability for damages, the Parties agree that they are considered a single governmental unit under Minnesota Statutes Section 471.59, subdivision 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 County nor the Agricultural Society 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 Ramsey County.
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 January 16, 2022, through June 30, 2022, ~~June 1, 2021, January 1, 2022, through January 15, 2022, through December 31, 2021,~~ exclusive of the dates of the 2021 Minnesota State Fair, ~~August 26, 2021, through September 6, 2021 (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 on _____ 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 August 25, 2021.~~

This Agreement shall terminate upon expiration of the term set forth in this second amended and restated agreement or upon either Party giving 30 days' written notice the other Party.

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. **State Fair:** This Agreement shall not be construed as a relinquishment by the Agricultural Society of any of the powers vested in it by Minnesota Statutes Chapter 37.

COUNTY OF RAMSEY

By: _____
Trista MatasCastillo, Chair
Board of Ramsey County Commissioners
Date: _____

By: _____
Mee Cheng, Chief Clerk
Board of Ramsey County Commissioners
Date: _____

By: Bob Fletcher
Bob Fletcher
Sheriff of Ramsey County
Date: 1-3-2022

MINNESOTA STATE AGRICULTURAL
SOCIETY

By: Jerry Hammer
Jerry Hammer
General Manager
Date: 1-4-2022

By: Brian Hudalla
Brian Hudalla
Deputy General Manager
Date: 1-4-2022

APPROVED AS TO FORM:

By: Kimberly R. Parker
Kimberly R. Parker
Assistant Ramsey County Attorney