

**COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY RELATED
TO THE 2019 MENS NCAA BASKETBALL TOURNEMENT**

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY AND SECURITY RELATED TO THE 2019 MENS NATIONAL COLLEGIATE ATHLETIC ASSOCIATION BASKETBALL TOURNAMENT (herein after referred to as the “Agreement”), is made effective, except as otherwise made operationally effective as set forth in Section 5 herein, on this ____ day of _____, 2018, by and between the **CITY OF MINNEAPOLIS, MINNESOTA**, a municipal corporation, (hereinafter referred to as the “City”), acting through its Police Department (hereinafter referred to as the “MPD”) and the City of Saint Paul, a city acting through its Police Department (hereinafter referred to as the “Provider”). City, MPD, and each Provider may be referred to individually as a “Party” or collectively as the “Parties” to this Agreement.

WHEREAS, the City is the host city for the 2019 National Collegiate Athletic Association (NCAA), Men’s Semi-Final and Final Round Basketball Tournament to be held on Saturday, April 6, 2019, and on Monday, April 8, 2019 and for related events authorized by the NCAA and the City of Minneapolis, most of which will take place in the City from Monday, April 1, 2019, through Tuesday, April 9, 2019 (hereinafter referred to collectively as the “Event”); and

WHEREAS, a Unified Command structure (as that term is defined in Section 2.4) is needed to ensure the level of security coordination required for the Event; and

WHEREAS, the MPD will be the lead law enforcement agency for the Event and make staff assignments as part of a “unified command center” as defined in Section 2.4 hereof; and

WHEREAS, the City has agreed to serve as the fiscal agent for law enforcement costs for the Event; and

WHEREAS, the City needs to procure additional law enforcement personnel to provide the public safety and security measures required for such a large and unique Event; and

WHEREAS, at the request of the City, the Provider is willing to provide the services of the law enforcement personnel identified in this Agreement to the City to assist the MPD with Event security; and

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59 (“Joint Exercise of Powers”) 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

- 1.1 The purpose of this Agreement is to set forth the terms and conditions whereby the Provider will provide the City with Licensed Peace Officers to be assigned to one or more of the Event locations identified on Exhibit A attached hereto through the creation of a joint powers, “unified command center” (as further explained in Section 2.4 of this Agreement) to provide law enforcement and security services (“Services”) during the term of the Event.
- 1.2 Provider will exercise its best efforts to assist with Event security. The Parties acknowledge and agree that resource availability requires Provider to exercise its best judgment in prioritizing and responding to the public safety needs of its jurisdiction including, but not limited to, the Event. That prioritization decision belongs solely to Provider. The Provider may, at any time, recall the Provider’s resources when, it is considered to be in Provider’s best interest to do so. The Provider is not liable to the City for the Provider’s failure to provide or recall Licensed Peace Officers.
- 1.3 Provider’s resources shall be full-time, Licensed Peace Officers and each such Licensed Peace Officer must meet the following criteria as defined in Minnesota Statutes Sections 626.84, Subdivision 1(c) and 471.59, Subdivision 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 LICENSED PEACE OFFICERS; PROVIDER SCOPE OF SERVICE

- 2.1 In addition to meeting the criteria set forth in Section 1 of this Agreement, the Provider agrees that each of the Licensed Peace Officers shall also meet the following criteria:
 - 2.1.1. That each Licensed Peace Officer shall through experience, training, and physical fitness, be deemed by the Provider, capable of performing public safety and law enforcement duties for the Event; and

- 2.1.2 That each Licensed Peace Officer remains licensed throughout the term of this Agreement, and the Provider shall promptly notify the MPD should any Licensed Peace Officer no longer be a licensed officer and the Provider or shall recall any peace officer that is no longer licensed; and
- 2.1.3 That unless otherwise provided or requested by the MPD, each Licensed Peace Officer shall be equipped and/or supplied by Provider at Provider's own expense, with a long-sleeve uniform shirt, tie, an external vest cover if a vest is worn, and equipment, including but not limited to service belts with Provider radio equipment, service weapon and personal soft ballistic body armor, and traffic vest. Additionally, in Provider's discretion, personnel may be equipped with a cell phone that may be used to download a public safety application to aid in the tracking of law enforcement personnel during operational periods if allowed pursuant to Provider's policy.
- 2.2 Provider acknowledges and agrees that at any time during the term of this Agreement the City has the sole discretion to decline to accept and/or use any of Provider's Licensed Peace Officers or other law enforcement resources without cause or explanation.
- 2.3 The Provider agrees as follows:
 - 2.3.1 As requested by MPD, Provider shall list information on each of Provider's Licensed Peace Officers no later than on January 1, 2019, ninety (90) days before the Event that includes, but is not limited to, name, rank, agency, badge number, photo, cell phone number, and emergency contact information. Said information shall be used strictly for law enforcement purposes related to the Event and each Party will hold the data in the same classification as the other does under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA"); and
 - 2.3.2. That upon reasonable advance written notification from the MPD, each of Provider's Licensed Peace Officers or other law enforcement resources so designated by the MPD shall participate in training activities related to Event security, that are coordinated or conducted by the MPD or its designee; and
 - 2.3.3. That each Licensed Peace Officer shall be assigned by the MPD, as determined and required by the MPD, to any Event-related assignment based on the Licensed Peace Officer's skill-set and known duty assignment as well as the needs of the operation; including, but not limited to, foot patrol, motorized patrol, static posts at outdoor perimeters, general

security inside or outside venues, and traffic control; and

- 2.3.4. That Licensed Peace Officers participating in the Event may, if so determined by the MPD, be placed in an “On Assignment” status by MPD in which the Licensed Peace Officer should be located within his or her jurisdiction and able to physically report in a timely manner to such duty post assigned by the MPD and prepared to undertake the specific job task or responsibility assigned by the MPD; and
 - 2.3.5. That at the request of the MPD, Provider will designate personnel that participated in or provided Event security to further participate in and/or provide information to and otherwise cooperate with the MPD in any “after action activities” following the conclusion of a Training Session or actual Event security. “After action activities” may include, but not be limited to post Training Session meetings and revisions of Training protocols and post Event security meetings, evaluations, mediation or court proceedings.
- 2.4 Provider acknowledges and agrees that at all times during any required training session or during the Event each of Provider’s Licensed Peace Officers or other law enforcement resources and employees, regardless of rank or job title held as an employee of the Provider, 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 throughout the law enforcement community (herein referred to as “Unified Command”).
 - 2.5 The Provider agrees to exercise reasonable efforts to cooperate and provide the City, with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement.
 - 2.6 Event staffing levels will be determined by the MPD as the lead law enforcement agency and fiscal agent, in consultation with the Unified Command. Notwithstanding Section 2.4, the Provider retains the sole discretion for determining what Provider Licensed Peace Officer and other law enforcement resources will be deployed in its own jurisdiction for events not included under this Agreement and remain under the Provider’s own authority. The Provider’s Licensed Peace Officer and other law enforcement resources deployed in the Provider’s jurisdiction for events not included under this Agreement, will **not** be eligible for reimbursement of costs as provided in Section 4.2 of this Agreement.
 - 2.7 The Provider will comply with the statutes and rules requiring the preservation of evidence including, but not limited to, Minnesota Statutes, Section 590.10 and Section 626.04. Each Provider must preserve all handwritten notes, photographs,

incident reports, video recordings, statements, audio recordings, personal notes, interview audio, text messages, cell phone videos, removable electronic media, squad car videos, any other video recordings, emails, voice mails, computer files and all Work Product, Supporting Documentation and Business Records as those terms are defined in Section 8.1 of this Agreement.

- 2.8 The MPD, as the lead law enforcement agency, will maintain a list of Licensed Peace Officers (LPOs) assigned to the Events. Each Provider will be responsible for providing accurate lists of its LPOs that will be assignable to the Events as a result of signing this Agreement.

3 CITY RESPONSIBILITIES

- 3.1 As provided in Article 4 of this Agreement, the City will be solely responsible for reimbursing each Provider for the costs for LPOs for personnel costs that occur within the term of the Event.
- 3.2 City agrees that it will provide or facilitate any necessary training to prepare for providing Event security. The substance of the training, if necessary; including the locations, dates, and times, shall be detailed in a separate writing provided from the MPD to the Provider.
- 3.3 The person responsible on behalf of the MPD for the daily operation, coordination and implementation of this Agreement, which responsibilities shall include, but not limited to, determining the assignments of the Provider's law enforcement resources, shall be Minneapolis Police Department Commander Melissa Chiodo (hereinafter referred to as the "Coordinator"). All contacts or inquiries made by the Provider regarding this Agreement shall be made directly to the Coordinator or the Coordinator's designee.
- 3.6 The City will develop and provide to each Provider an adequate supply of the standard incident report form to be used by the City and Providers that provide Services at the Event under the direction of the Unified Command.
- 3.7 The City will create and provide to each Provider, the "claims procedure" as indicated in Exhibit C hereto that will be used by third party claimants who file claims against the City or against any Provider

4. COMPENSATION AND PAYMENT PROCESS

- 4.1 The sole source of funds to reimburse each Provider performing under this Agreement shall be funds provided by the City.

4.2 For and in consideration of the Provider performing under this Agreement, the Provider will be reimbursed for said Services at the rates and in the manner as indicated in attached Exhibit B. All of a Provider's Licensed Peace Officers and other law enforcement resources that (a) perform law enforcement services within the Provider's jurisdiction; and (b) are subject only to the Provider's authority and are therefore not under the Unified Command, are not eligible to have Provider's costs reimbursed pursuant to this Agreement.

4.3 The MPD will prepare and include in Exhibit B eligibility guidelines for cost reimbursement and a check list for the preparation and submission of the reimbursement request. Exhibit B will include a "Reimbursement Payment Form [To be developed by MPD at a later date] to be completed by the Provider along with the required support documents to be attached by the Provider.

The MPD shall furnish the Provider with a statement which describes all applicable hours performed by the Provider during the term of the Agreement. The Provider shall submit the Reimbursement Payment Form to the MPD for all undisputed amounts within thirty-five (35) days after receipt of the statement of hours.

4.4 Provider may submit any questions regarding the cost reimbursement process to Robin McPherson or her designee at: robin.mcpherson@minneapolismn.gov.

4.5 For any disputed amounts, the Provider shall provide the MPD with written notice of the dispute, including the date, amount, and reasons for dispute within fifteen (15) days after receipt of the statement of hours. The MPD and Provider shall memorialize the resolution of the dispute in writing and follow the dispute resolution procedure in Section 13 of this Agreement.

5. **TERM OF AGREEMENT**

5.1 This Agreement shall be effective as of the date indicated on the first page so that the Parties can undertake planning for all Event-related activity and shall expire on May 30, 2019, or the date to which Provider law enforcement resources or Services are reimbursed for eligible costs, whichever is later, unless terminated earlier in accordance with the provisions in Section 6. Except for the provision of Training as discussed and to be scheduled pursuant to Section 3.3 of this Agreement, Services furnished by the Provider for the Event shall begin on April 1, 2019, and shall terminate on April 9, 2019, unless terminated sooner or extended in whole or in part as provided herein.

6. **TERMINATION**

6.1 Termination by the City-The City may terminate this Agreement upon providing

to the Provider not less than forty-five (45) days advance written notice for any of the reasons stated below:

6.1.1 Cancellation of the NCAA Mens' Basketball Semi-Final and Final Tournament;

6.1.2 Failure by the Provider to perform any material term under this Agreement and failure to cure the default within the time requested by the City.

6.2 Termination by the Provider-The Provider may terminate this Agreement upon providing to the City not less than forty-five (45) days advance written notice for any of the reasons stated below:

6.2.1 Cancellation of the NCAA Mens' Basketball Semi-Final and Final Tournament;

6.2.2 Without cause prior to the initial training session; or

6.2.3 The City fails to assume liability for third-party claims as described in Section 9.1 of this Agreement.

6.3 In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

7. **AGREEMENT MANAGEMENT**

7.1 The Provider has identified the following person[s] as persons to contact regarding the following matters addressed in the Agreement:

Kurt Hallstrom	Management of Personnel
Wendy Trebesch	Financial Contact

8. **WORK PRODUCTS, RECORDS, DISSEMINATION OF INFORMATION**

8.1 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, including the incident reports, and the recommendations, papers, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that are used or belong to

MPD or results from Provider's 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 MPD or Provider and pertain to work performed under this Agreement.

- 8.2 Subject to applicable law, including but not limited to the Minnesota Official Records Act, Minnesota Statutes Section 15.17, and the MGDPA, all deliverable Work Product, Supporting Documentation and Business Records or copies thereof, that are needed from or result from the Provider's Services under this Agreement shall be delivered to the City either pursuant to this Agreement or upon reasonable request of the City and shall become the property of the City after delivery.
- 8.3 The City and the Provider each agrees not to release, transmit, disclose or otherwise disseminate information associated with or generated as a result of the work performed (i.e. Work Product, Supporting Documentation and Business Records) under this Agreement without notice to the other. Except as otherwise required by and subject to federal and/or state law, neither the City nor the Provider shall release, transmit, disclose or disseminate any Work Product, Supporting Documentation and Business Records which shall be classified as “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.
- 8.4 In the event of termination, all Work Product, Supporting Documentation and Business Records prepared by the Provider under this Agreement shall be delivered to the City by the Provider by the termination date.
- 8.5 Both the City and the Provider agree 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 the City, the Provider, the Auditor of the State of Minnesota, or other duly authorized representative.
- 8.6 Both the City and the Provider agree to abide strictly by the MGDPA and, in particular, Minnesota Statutes, Sections 13.05, Subd. 6 and 11; 13.37, Subd. 1(b),

and Minnesota Statutes, Sections 138.17, and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Provider or the City in performing functions under this Agreement is subject to the requirements of the MGDPA and both the City and the Provider 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.

9. INDEMNIFICATION; INSURANCE LIMITS OF LIABILITY; MUTUAL RESPONSIBILITY; NO WAIVER OF IMMUNITIES

9.1 Limited Indemnity - The City agrees to defend and indemnify each Provider against all third-party claims brought or lawsuits filed in state or federal courts against the Provider or Provider's Licensed Enforcement Officers for the death of, injury to, or damage to the person or property of a third person or persons, arising from the performance of duties and provision of assistance in responding to the City's request for assistance pursuant to the terms of this Agreement.

9.1.1 The limits of liability for all occurrences (claims and lawsuits) including third-party claims and lawsuits for death, injury or damage or loss to the person or property during the coverage period is subject to the limits contained in Section 9.2 hereof.

9.1.2 Each Provider agrees to be bound by the terms and conditions contained in this Agreement.

9.1.3 Each Provider agrees that it will cooperate with the City by reasonably and timely responding to the City's request and the request of legal counsel retained by the City for information or to appear at meetings or judicially mandated hearings.

9.2 Self-Insurance by City – The City is self-insured for third-party liability claims as authorized in Minnesota Statutes, Section 471.981. The City's self-insurance program will provide coverage for claims or lawsuits that each Provider becomes legally obligated to pay as damages due to "death," "personal injury," or "property damage" suffered by third parties. Each Provider's Law Enforcement Officers and supervisors under the Unified Command will be covered under the City's self-insurance program.

9.2.1 Neither the City nor any Provider shall be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to any one Party, regardless of whether the claim or lawsuit is brought in state or federal court. The limits of liability for any, or all of the Parties to this Agreement may not be added together

to determine the maximum amount of liability for any Party. The intent of the defense and indemnity provision and declaration of self-insurance is to eliminate conflicts among Providers in the defense of claims and lawsuits and to permit liability claims among the City and multiple Providers from a single occurrence to be defended by a single attorney.

9.2.2 For the elimination of doubt, it is understood and agreed that the aggregate liability of the City and of each Provider that is a municipality, county or similar political subdivision shall be limited by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) and the liability of the State of Minnesota as a Provider shall be limited by the provisions of Minnesota Statutes, Section 3.736 and by 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, its respective officials and employees, may have under said Chapter 466, Section 471.59 subd. 1a, and any common-law immunity or limitation of liability, all of which are hereby reserved by the Parties that have entered into this Agreement.

9.3 Provider Workers' Compensation Insurance Required-Except as expressly provided herein, each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while providing assistance pursuant to this Agreement. Except as expressly provided herein, 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.

9.4 Provider Responsible for Own Equipment-Except as expressly provided herein, each Party shall be responsible for damages to or loss of its own equipment. Except as expressly provided herein, each Party waives the right to sue any other Party for any damages to, or loss of its equipment.

9.5 Provider Rendering First Aid-Except for immediate first aid rendered by a Provider at the scene of an accident or occurrence, no other medical assistance, expenses or aid administered by a Provider is covered under this Agreement.

10. **INDEPENDENT CONTRACTORS**

Each Provider in its relationship with the City under this Agreement is an independent contractor. No Provider, its Licensed Peace Officers or other law enforcement resources shall be considered an employee of the City. The City, its Licensed Peace Officers or other law enforcement resources shall not be considered employees of the Provider.

11. SUBCONTRACTING

The City and Provider agree that no Services will be subcontracted and agree not to enter into any subcontracts to provide any Services under this Agreement.

12. ASSIGNMENT

Neither the City nor the Provider will assign or transfer any interest in this Agreement without the consent of the other Party.

13. DISPUTE RESOLUTION

The City and the Provider each agree to cooperate and negotiate in good faith to resolve any disputes that arise regarding the terms of this Agreement and the performance of the Services. If good faith negotiations fail to resolve a dispute, then the Parties will use mediation services to attempt to resolve the dispute. The City and Provider will equally share the expense of the mediator.

The Parties will select a mediator by each submitting three names in rank order of preference to the other Party. If there is no common name on each Party's list, then a neutral, third party, law enforcement representative that is not a party to this Agreement will select a mediator for the Parties. If mediation fails to resolve a dispute between Parties, then the Parties will resolve the dispute through litigation.

14. AUDIT OF AGREEMENT RECORDS

Pursuant to Minnesota Statutes, Section 16C.05, both the City's and the Provider's books, records, documents, and accounting procedures and practices with respect to any matter covered by this Agreement shall be made available to the State of Minnesota Office of the State Auditor upon written notice, at any time during normal business hours, for the purpose of auditing, examining or making excerpts or transcripts of relevant data.

15. AMENDMENT OR CHANGES TO AGREEMENT

15.1 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.

15.2 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 "Agreement" as used

herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

16. 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 City:

To Provider:

Melissa Chiod
Commander-Minneapolis Police Department
511 11th Avenue South
Suite 401
Minneapolis, MN 55415

Kurt Hallstrom
Commander
367 Grove Street
Saint Paul, MN 55101

17. INTERPRETATION OF AGREEMENT

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

18. 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. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

The matters set forth in the “WHEREAS” clauses at the beginning of this Agreement are by this reference incorporated into and made a part of this Agreement.

19. MISCELLANEOUS PROVISIONS

19.1 The Parties intend that, with respect to the defense and indemnification provisions in Section 9 hereof, this Agreement may benefit or create rights or causes of action in or on behalf of any other agency providing services for the Event under a similar but separate agreement. Except for the foregoing, the Parties intend that

this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

- 19.2 The Parties shall cooperate in achieving the objectives of this Agreement pursuant to Minnesota Statutes, Sections 15.51 through 15.57.
- 19.3 The Parties shall comply with all applicable federal, state, and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA, Minnesota Statutes Section 471.425, subd. 4a, and as applicable, non-discrimination and affirmative action laws and policies.
- 19.4 If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision, and this Agreement will be construed and enforced as if such invalid or unenforceable provision had not been included.
- 19.5 Failure of a Party to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Failure to enforce a provision does not affect the rights of the Parties to enforce any other provision of the Agreement at any time

REMAINDER OF THIS PAGE IS BLANK

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

CITY OF MINNEAPOLIS

By: _____
Its: Police Chief

Date: _____

Approval Recommended:

By: _____
Its: Assistant City Attorney

By: _____
Its: Purchasing Department

STATE/CITY/COUNTY OF

By: _____
Its: Assistant Chief

Date: _____

Approval Recommended:

By: _____
Its: City Attorney

By: _____
Its: Director of Financial Services

By: _____
Its: Mayor

EXHIBIT A – NCAA Mens’ Basketball Tournament Events

<u>Event Description</u>	<u>Event Location and Availability</u>
2019 Final Four	US Bank Stadium (ticketed event)
Fan Fest	Minneapolis Convention Center (ticketed event)
Basketball Dribble	Nicollet Mall (free and open to public)
Final Four Friday	US Bank Stadium (teams’ practice, free and open to public)
Coaches Convention	Minneapolis Convention Center (restricted event)
Music Fest	Armory (ticketed event)
Nicollet Mall Music Fest	Nicollet Mall (free and open to public)
Salute	Orchestral Hall or Convention Center (restricted event)
NCAA Hotels	Select Downtown Minneapolis hotels

EXHIBIT B

NCAA Mens' Basketball Tournament Event Period Reimbursement Guidelines Reimbursement Period:

1. General Reimbursement Guidelines:

- a. The lead law enforcement agency, the City of Minneapolis Police Department, will serve as fiscal agent for purposes of this agreement.
- b. Reimbursement will be for activities that are staged in the City during the term of the Event and for all hours worked as “duty time” in direct support of the lead law enforcement agency, Minneapolis Police Department.
- c. Providers (Sending agencies) are expected to place provided law enforcement officers “*on assignment*” for actual hours worked during the event period and this assignment will be their normal assignment for that period. Personnel should not be expected to work the Event in addition to their normal job at their respective agency.
- d. Reimbursement will occur for personnel wage costs only at established straight time or overtime rates pursuant to Section 2, Established Hourly Reimbursement Rates, in this Exhibit B. These rates are all inclusive and will not be adjusted.
- e. Reimbursement will occur only for hours worked consistent with official operational plans approved by the core planning team and the lead law enforcement agency, MPD.
- f. There will be no reimbursement for non-personnel costs, backfill, pre-event training, equipment, and other expenses including but not limited to travel costs, fuel, mileage, per diem, etc.
- g. Reimbursement will occur only for state, county, and local law enforcement personnel participating in official Event security details.
- h. There will be no reimbursement for participation of law enforcement command level staff including but not limited to those in the ranks of Chief, Sheriff, Assistant Chief, Deputy Chief, Colonel, Major, Sr. Commander, Commander, Captain or other law enforcement officers working in a command position and/or in an *exempt* payroll status.

- i. Generally, participating law enforcement personnel will be expected to work a ten-hour shift daily during the event period (This may vary based on specific assignments).
- j. For reimbursement purposes, a law enforcement officer's shift begins and ends when he/she checks in/out on site with the lead law enforcement agency. This will be tracked using an automated system provided by the lead law enforcement agency.

Law enforcement personnel will be notified of their daily and hourly schedule 30-60 days prior to the special event period subject to any changes that may occur. There will be no reimbursement for any changes to the schedule or for any scheduled off days during this period or for off hours where personnel are not actively assigned to an official special event detail.

- a. Sending agencies and personnel assigned to the Event must adhere to all lead law enforcement agency requirements in order to be eligible for reimbursement.
- b. Any variation from the above guidelines must be approved by the lead law enforcement agency, Minneapolis Police Department.

2. Established Hourly Reimbursement Rates:

- a. All hours reimbursed under the terms of Sections 3 and 4 of this Exhibit B, below will be paid at one of the following established hourly rates. These are set rates and will not be adjusted based on specific agency hourly rates. The rates are inclusive of all costs including both payroll and fringe.
 - i. **\$84 per hour overtime rate.**
 - ii. **\$55 per hour straight time rate.**

3. Specific Agency Reimbursement Guidelines:

- a. For law enforcement personnel working in areas where they have jurisdictional authority:
 - i. Reimbursement will occur only for overtime hours worked as a result of established/approved operational plans and hours above and beyond that of their scheduled shifts for that day with approval of incident commander.
 - ii. Sending agencies will be reimbursed for overtime hours worked under the Joint Powers Agreement, not to exceed 60% of the total hours worked by that agency at the established overtime rate as specified in Section 2 of this Exhibit B, above.
 - iii. Sending agencies are expected to place provided law enforcement officers "*on assignment*" for the event period and this assignment will be their normal assignment for that period. Personnel should not be expected to work the Event in addition to their normal job at their respective agency.
- b. For law enforcement personnel working in areas where they do not have jurisdictional authority:

- i. Reimbursement will occur for all hours worked to include straight time and overtime at the established rates as specified in Section 2 of this Exhibit B, above however reimbursement for overtime hours worked under this Joint Powers Agreement which will not exceed 60% of the total hours worked by that agency.
- ii. Sending agencies are expected to place provided law enforcement officers “*on assignment*” for the event period and this assignment will be their normal assignment for that period. Personnel should not be expected to work the event week in addition to their normal job at their respective agency.

4. Reimbursement Process:

Within 45 days after the special event period, the lead law enforcement agency, MPD will provide the sending agency with a report outlining hours worked for all personnel for that agency.

- a. Sending agency will review the personnel report for accuracy and outline which hours constituted straight time versus overtime and submit an invoice with support documentation to the lead law enforcement agency.
- b. The lead law enforcement agency will review the invoice and support documentation, and work with the sending agency on addressing any discrepancies.
- c. The lead law enforcement agency will issue reimbursement to the sending agency consistent with the guidelines established in this agreement within 45 days of receiving an invoice and the requested support documentation.

Invoices should be sent to:

MPD Finance Director
C/O Robin McPherson
350 South 5th Street, Room 130
Minneapolis, MN. 55415

EXHIBIT C
CLAIMS PROCEDURE FOR CLAIMS BROUGHT AS A RESULT OF LAW ENFORCEMENT AND SECURITY SERVICES

1. The City will develop a “uniform claim form” (the “Form”).
2. The City will establish a committee composed of _____ to review each Form submitted by third parties alleging injuries or property damage due to law enforcement activities that occurred during the Event (each completed Form a “Claim”).
3. The committee established to conduct the preliminary review of the Claim Forms (“Claims Committee”) will consist of at least the following members:
A Provider representative for claims filed against the Provider’s Licensed Police Officers; and
(a) A Representative of the City of Minneapolis.
The Claims Committee may also include other Provider representatives as determined by the three (3) required Claims Committee members.
4. After making a preliminary determination as to the validity of a Claim, the Claims Committee will forward each Form to the City.
5. The City, acting through its City Council committee for receipt and review of claims, will determine whether to accept or deny each Claim forwarded by the Claims Committee.
6. The municipal tort cap of \$1.5 million will be the dollar limit for claims filed against law enforcement agencies relative to the Event.