

**RESOLUTION
CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

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-
- 1 WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into a contract with the
2 Regents of the University of Minnesota; and
3
4 WHEREAS, this agreement establishes the terms for the SPPD to provide police services for football
5 games at the TCF Bank Stadium on the University of Minnesota-Twin Cities Campus; and
6
7 WHEREAS, the city will be compensated for these services and the term of the contract is through
8 December 31, 2015 or until the obligation set forth in the contract have been satisfactorily met; and
9
10 RESOLVED, that the council approves entering into and authorizes Chief Thomas Smith to implement the
11 contract in a form and content substantially as set forth in the attached with the University of Minnesota.

Requested by Department of: **POLICE**



By: **Thomas E. Smith, Chief of Police**

Professional Services Agreement

City of Saint Paul and University of Minnesota

University of Minnesota Contract Number _____

THIS CONTRACT is made between the City of Saint Paul, Minnesota, a home rule charter city, and Regents of the University of Minnesota, a Minnesota constitutional corporation, referred to as the University, for services to be provided under the terms of this agreement (the "Contract").

I. PROJECT OR PURPOSE

This Contract establishes the terms for the City of Saint Paul to provide "bomb detection" services to the University for four NCAA and NFL Football games at the TCF Bank Stadium on the University of Minnesota Twin Cities campus.

II. SCOPE OF SERVICES

City of Saint Paul agrees to perform the following services for the University:

Provide two (2) USPCA certified police canines capable of detecting bombs/ explosive materials and the Police Officer handlers for the November 28th, 2015 game between University of Minnesota Golden Gophers and the Wisconsin Badgers.

Provide one (1) USPCA certified police canine capable of detecting bombs/ explosive materials and the Police Officer handlers for the remaining Minnesota Vikings games on December 6th, December 20th and December 27th of 2015 and any playoff games if necessary in January 2016.

Provide uniformed officers (20) including one (1) supervisor to work the Minnesota Vikings game on January 10, 2016 as specified on Exhibit A to cover the policing needs at TCF Bank stadium. The costs including overtime rate of pay at time and a half plus applicable fringes will be reimbursed to the City of Saint Paul.

III. COMPENSATION AND PAYMENT TERMS

The City of Saint Paul will submit to the University an invoice after the date of the final football game as indicated on Exhibit A hereto. The invoice shall reflect the services provided by Saint Paul Police Department and its personnel who will work approximately eight and one-half (8.5) hours per game at a rate of \$75.46 per hour for the K9 bomb detection unit and actual rate of pay at time and one

half plus applicable fringe rate for the twenty officers providing police personnel support 8 hours beginning at 0815 hours.

IV. EFFECTIVE DATE AND TERMINATION DATE

This Contract shall be in full force and effect from November 24, 2015, through January 31, 2016, or until the obligations set forth in this Contract have been satisfactorily fulfilled, unless otherwise extended or terminated by the City of Saint Paul or the University pursuant to Section XV, Cancellation, Default and Remedies.

V. SUBSTITUTIONS AND ASSIGNMENTS

Services by the City of Saint Paul will be performed by the following person(s):

Saint Paul Police Department, USPCA certified police canines capable of detecting bombs/ explosive materials and their handlers. The handlers will be licensed Peace Officers by definition of Minnesota State Statute.

No substitution of personnel by the City of Saint Paul shall occur unless authorized by the University. If substitution is permitted by the University, the City of Saint Paul shall furnish information to the University's Contract Administrator to allow proper review of the qualifications of the substituted person(s). No assignment of this Contract shall be permitted without the written amendment signed by the City of Saint Paul and the University. This Contract shall be binding upon the City of Saint Paul and the University and their successors or assigns.

VI. CONTRACT ADMINISTRATION

All provisions of this Contract shall be coordinated and administered by the persons identified in Section XVI.

VII. AMENDMENTS

No amendments may be made to this Contract after signing by the parties, except for extensions of time, increases in compensation or increases or reduction of the services to be performed so long as the limit of \$50,000 is not exceeded. All amendments shall be in writing, signed by the City of Saint Paul and the University.

VIII. INDEPENDENT CONTRACTOR

The City of Saint Paul and its employees shall not be employees of the University. It is agreed that the City of Saint Paul and its employees will act as an independent contractor and acquire no rights to tenure, worker's compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the University, its departments or

agencies. The parties agree that the City of Saint Paul and its employees will not act as an agent, representative or employee of the University. The City of Saint Paul shall be solely responsible for the acts of the City, its Police Department and its employees and agents.

IX. INSURANCE

The City of Saint Paul is a self-insured municipality and its liability is limited pursuant to Minnesota Statutes, Chapter 466. The City of Saint Paul is also self-insured under the State of Minnesota's worker's compensation laws.

X. DATA PRACTICES

The City of Saint Paul agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The City of Saint Paul will report to the University any requests from third parties for information relating to this Contract as soon as practical. The City agrees that any information it receives during the course of its performance under this Contract which concerns the personnel, financial, or other affairs of the University, its regents, officers, employees or students shall be kept confidential to the extent permitted by law.

XI. COMPLIANCE WITH THE LAW

City of Saint Paul agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the University has questions concerning these requirements, the City of Saint Paul agrees to promptly supply all necessary clarifications.

XII. AUDITS

The City of Saint Paul and University agree that the State Auditor and any of its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Contract.

XIII. APPLICABLE LAW

The law of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise under this Contract will be in and under those courts located within the County of Hennepin, State of Minnesota.

XIV. RESPONSIBILITY

Subject to applicable law, including, with regard to the University, Minn. Stat. § 3.736 (the Minnesota Tort Claims Act), and with regard to the City, Minn. Stat.

Ch. 466 (Tort Liability for Political Subdivisions) each party will be solely responsible for all claims, actions, and direct damages caused by its negligence, willful wrong-doing or breach of this Agreement, including the acts of their respective employees when acting in the course and scope of their employment duties.

XV. CANCELLATION, DEFAULT AND REMEDIES

Either party to this Contract may cancel this Contract upon thirty (30) days written notice. University may terminate this Contract in whole or in part for its *sole Convenience*. Upon notice of such termination, City of Saint Paul shall immediately stop all work under this Contract. In the event of such termination, City of Saint Paul shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by the University for work or services satisfactorily performed or costs incurred after receipt of notice of termination.

XVI. NOTICES

Any notice or demand authorized or required under this Contract shall be in writing and shall be sent by certified mail to the other party as follows:

To the City: Chief Thomas Smith, Chief of Police
Saint Paul Police Department
367 Grove Street
Saint Paul, MN 55101

To the University: Lieutenant Erik Swanson
University of Minnesota Police
511 Washington Avenue Southeast
Minneapolis, MN 55455
Phone: 612-624-9560
Fax: 612-626-0534

Chief Matt Clark
University of Minnesota Police Department
Mclarkpd@umn.edu

With a copy to
Office of the General Counsel
University of Minnesota
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455
Phone: 612-624-4100
Fax: 612-626-9624

XVII. INTELLECTUAL PROPERTY – UNIVERSITY NAME OR LOGO

The parties to this Contract agree that no intellectual property rights will be created or infringed upon as a result of the services to be provided by the City of Saint Paul.

The City of Saint Paul agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University in any sales promotion work or advertising or any form of publicity, without the written permission of the University's Office of University Relations in each instance.

XIX. CONFLICT OF INTEREST/CODE OF ETHICS

University agrees to be bound by the University's Code of Ethics with regard to responsible buying.

XX. MISCELLANEOUS

- A. The persons executing this Contract on behalf of each party hereto warrant and represent that they have full power and authority to do so.
- B. Section headings herein are inserted only for convenience of reference, and shall in no way define, limit, or prescribe the scope or extent of any provisions of this Contract.
- C. In the event of any conflict between this Contract and anything contained in the Exhibits hereto, the provisions of this Contract shall govern.
- D. All covenants, agreements, indemnities, guarantees and warranties made by City of Saint Paul shall survive the expiration or termination of this Contract.
- E. If any term or provisions of this Contract shall be held to be invalid or unenforceable, the remaining terms and provisions of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- F. The terms, provisions, conditions and representations contained in this Contract that by their sense and context are intended to survive performance thereof by and of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.
- G. All previous oral or written promises and agreements relating to the subject matter of this Contract are hereby superseded, it being expressly agreed that the terms and provisions of this Contract shall constitute the full and complete agreement between the City of Saint Paul and University.
- H. The failure of either party to enforce at any time or for any period of time any of the provisions of this Contract shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.
- I. In performing the Services hereunder, City of Saint Paul shall comply with all applicable federal, state and local laws, including without limitation any such laws relating to storage, use or disposal of hazardous wastes, substances or materials.

The parties being in agreement have caused this Contract to be signed as follows:


FOR THE UNIVERSITY:

BY: _____

Its: _____

By signing this agreement, I represent that I have the authority to enter into and bind the Contractor to this agreement.

FOR THE CITY OF SAINT PAUL:

BY:  _____
Thomas E. Smith

Its: Chief of Police

By signing this agreement, I represent that I have the authority to enter into and bind the Contractor to this agreement.

Director of the Office of Financial Services

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Scheduling

The University of Minnesota Police Department will receive bomb detection security services on the following dates:

- 2 K-9 Teams: November 28th, Wisconsin vs. MN (Kickoff @1430 hours and start time of 1030 hours)
- 1 K-9 Team: December 6th, Seahawks vs. Vikings (Kickoff @ 1200 hours and start time of 0700 hours)
- 1 K-9 Team: December 20th, Bears vs. Vikings (Kickoff @ 1200 hours and start time of 0700 hours)
- 1 K-9 Team: December 27th, Giants vs. Vikings (Kickoff @ 1200 hours and start time of 0700 hours)
- 1 K-9 Team: Each January 10, 2016 Playoff Game (Kickoff @ 1200 hours and start time of 0700)
- (20) uniformed police officers including one (1) supervisor, Playoff NFL game on January 10, 2016 (start time at 0815)

Administration

- A. City of Saint Paul shall investigate, hire, pay, supervise and discharge all personnel required to perform the Services set out in this Contract. All personnel hired by the City of Saint Paul for the performance on any Services hereunder shall be deemed employees of City of Saint Paul and not of the University and shall be deemed employed solely at City's expense. University shall have no right to supervise directly or direct on a day-to-day basis such employees of City of Saint Paul.
- B. City of Saint Paul shall strictly observe and comply with all laws, ordinances, rules and regulations concerning hours of work, age, compensation, working conditions, payroll taxes and other conditions of employment.