

**RESOLUTION  
CITY OF SAINT PAUL, MINNESOTA**

Presented by \_\_\_\_\_

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1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached  
2 agreement with the Regents of the University of Minnesota to provide to them police security services for  
3 the NHL game at the TCF Bank Stadium on the University of Minnesota Twin Cities Campus on February  
4 20, 2016. The City of Saint Paul will be compensated for these services as outlined in the attached  
5 agreement.

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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 Police/Security Services to the University of Minnesota for the NHL Series Game on February 20<sup>th</sup>, 2016, at 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 uniformed officers (15) including one (1) supervisor to work the NHL game on February 20<sup>th</sup>, 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 event game as indicated on Exhibit A hereto. The invoice shall reflect the services provided by Saint Paul Police Department. The City of Saint Paul personnel will compensated at actual rate of pay at time and one half plus applicable fringe rate.

### **IV. EFFECTIVE DATE AND TERMINATION DATE**

This Contract shall be in full force and effect on February 20, 2016 and end on February 20, 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):

Uniformed Police Officers (15) including one (1) Police Supervisor.

## **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**



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](mailto: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 police/security services on the following date(s):

- February 20<sup>th</sup>, 2016

### 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.