

## City of Minneapolis and University of Minnesota

### Professional Services Agreement

City Contract Number COM0004012

City Department Regulatory Services

THIS CONTRACT is made between the City of Minneapolis, Minnesota, through its Regulatory Services Department, a home rule charter city, referred to as the City, and Regents of the University of Minnesota, through its department of Public Safety at 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 to provide **traffic control for Gopher football games and special events at the Huntington Bank Stadium** on the University of Minnesota Twin Cities campus as requested by the University.

#### II. SCOPE OF SERVICES

The University of Minnesota and the City of Minneapolis agree that if the City lacks the resources to respond to any request for service from the University, that such lack of or availability of resources is not a breach of any term of this Agreement and that no cause of action whatsoever will be created or pursued by the University if the City does not provide service under this Agreement based on the lack of or availability of resources. The determination of available resources to perform services pursuant to this Agreement is under the sole discretion of the City.

City agrees to perform the following services for the University:

Provide staffing levels below from the Minneapolis Department of Regulatory Services to the University of Minnesota Police Department for Traffic Control services for the regulation of motor vehicle, bicycle and pedestrian traffic for safety and efficiency.

- Minimum of 14 Traffic Control Agents and 1 supervisor for Gopher football games
- University and City agreed upon levels for major stadium events, with agreement reached at least 14 days before event.

### **III. COMPENSATION AND PAYMENT TERMS**

The City will submit invoices separated by event date to the University on a monthly basis along with a time summary report that shows the time frames worked. The invoice(s) shall reflect the services provided by Traffic Control, who will work **approximately five (5) hours per Gopher football game** at a rate of **\$86.50 per hour for 2021**. The City will notify the University of the 2022 rate in early 2022. Any increase will not exceed 5% per hour. Annual compensation under this contract shall not exceed \$25,000.00.

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

This Contract shall be in full force and effect from **July 1, 2021** through **June 30, 2022**, with the City having the sole and exclusive option to extend the contract for one additional year, or until the obligations set forth in this Contract have been satisfactorily fulfilled, unless otherwise extended or terminated by the City or University pursuant to Section XV, Cancellation, Default and Remedies.

### **V. SUBSTITUTIONS AND ASSIGNMENTS**

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

**Minneapolis Traffic Control Code Compliance Specialists and Supervisors**

No substitution of personnel by the City shall occur unless authorized by the University. If substitution is permitted by the University, the City 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 and the University. This Contract shall be binding upon the City 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. All amendments shall be in writing, and follow City procedures which includes being signed by the City and the University and must be approved by the Mayor and City Council by formal Council action.

## **VIII. INDEPENDENT CONTRACTOR**

The City and its employees shall not be employees of the University. It is agreed that the City 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 and its employees will not act as an agent, representative or employee of the University. The City shall be solely responsible for the acts of the City, its Police Department and its employees and agents.

## **IX. INSURANCE**

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

## **X. DATA PRACTICES**

The City 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 will immediately report to the University any requests from third parties for information relating to this Contract. 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 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 agrees to promptly supply all necessary clarifications.

## **XII. AUDITS**

The City 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. INDEMNIFICATION**

City will defend, indemnify and hold harmless the University under the terms of this Contract in accordance with the public policy and dollar limitations implicit in Minnesota Statutes, Chapter 466 (Tort Liability for Political Subdivisions) and to protect those performing the governmental function, security services on behalf of the University against risk of liability from lawsuits.

Subject to the limitations above, the City shall indemnify and hold harmless the University and its regents, officers, members, agents, employees and others acting on behalf of the University from and against all liabilities, claims, damages, losses, causes of action, judgments, costs and expenses, including reasonable attorneys' fees arising out of or resulting from: (1) the failure of the City to perform its obligations in accordance with the terms and conditions of this Contract; (ii) any negligent or willful act or omission of the City, or any of its officers, agents or employees performing under the terms of this Contract; or (iii) the violation of law or legal duty of the City. The indemnification obligations shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the City under workers' compensation acts, disability acts or other employee benefit acts.

#### **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 shall immediately stop all work under this Contract. In the event of such termination, City 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: City of Minneapolis  
Regulatory Services  
505 4<sup>th</sup> Ave S – Room 510  
Minneapolis, MN 55415  
Maren Anderson, Contract Manager

To the University: Lieutenant Charles Miner  
University of Minnesota Public Safety  
200 Transportation Safety Building  
511 Washington Avenue SE  
Minneapolis, MN 55455  
Ph: 612-624-0525 (612-624-COPS)

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. The City 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.

## **XVIII. BILLBOARD ADVERTISING**

Ordinance 544.120 prohibits the use of City or City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

## **XIX. CONFLICT OF INTEREST/CODE OF ETHICS**

By signing this Contract, the University agrees that it will not engage any other party or other client which may create a conflict of interest in its engagement with the City. If the University is unclear if a conflict of interest exists, the University will immediately contact the City Department Contract Manager and ask for an interpretation.

City agrees to be bound by the City's Code of Ordinances, Chapter 15, and Code of Ethics. City certifies that to the best of its knowledge all City employees and officers participating in this Contract have complied with the University's Code of Ethics.

## **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 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 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 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:

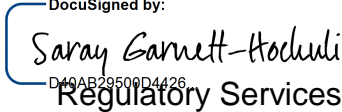
**FOR THE UNIVERSITY:**

BY:  DocuSigned by:  
2399055AD3CC4BA...

Its: Police Lieutenant

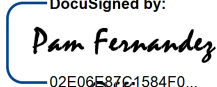
*By signing this agreement, I represent that I have the authority to enter into and bind the Contractor to this agreement.*

**FOR THE CITY:**

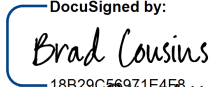
BY:  DocuSigned by:  
D49AB29509D4426  
Regulatory Services

Its: Interim Director

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

 DocuSigned by:  
02E06E87E21584F0...  
Finance Officer or Designee

**APPROVED AS TO FORM:**

 DocuSigned by:  
18B29C76971E4F8  
Assistant City Attorney

#### Administration

A. City 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 for the performance on any Services hereunder shall be deemed employees of City 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. In the event the University reasonably finds any City employee's conduct unacceptable, the University shall notify the City, and the City will promptly remove that employee from the University premises and replace that employee with another.

B. City 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.