

## 2011 PROJECT SERVICES AGREEMENT

**DATE:** August 1, 2011

**BETWEEN:** METROPOLITAN SPORTS FACILITIES COMMISSION  
900 South Fifth Street  
Minneapolis, Minnesota 55415 (“Owner”)

**AND:** CITY OF MINNEAPOLIS  
350 South Fifth Street  
Minneapolis, MN 55415 (“Contractor”)

**OWNER AND CONTRACTOR** agree as follows:

- I. Project. This Agreement sets forth the terms governing the security services to be provided to the Metropolitan Sports Facilities Commission, 900 South Fifth Street, Minneapolis, Minnesota (“Project”) for the Minnesota Vikings football games scheduled to be held for the 2011 football season in 2011-2012. The schedule includes two pre-season games, eight regular season games, and may include play-off games.

In the event that there is an official change in schedule as a result of the ongoing labor dispute of the National Football League, the Owner will notify the Contractor and the dates will be adjusted accordingly.

- II. Term. The term of this Agreement (“Term”) shall be from August 1, 2011 through January 31, 2012, unless terminated earlier as set out in this Agreement. This Agreement may be extended by mutual agreement by the parties.

- III. Services. During the Term, the Owner and the Contractor will agree on the services to be provided for each game. Based upon those services, city personnel from the MPD and the Public Works Department will be assigned to appropriately provide those services. Contractor shall provide “security services” by and through MPD personnel. Contractor will provide “perimeter management services” by and through the Public Works Department. (See Exhibit A “Scope of Services”). Contractor will provide trained MPD personnel to perform security services and trained Minneapolis Public Works personnel to manage access into and out of the perimeter.

Contractor will at all times maintain sole supervision of all city personnel while performing these services. All city personnel shall be properly licensed and trained for the work they are to perform. The parties agree that the Services set out in Exhibit A are unrelated to any liquor license granted with respect to events at the Hubert H. Humphrey Metrodome and the provisions of Minneapolis Ordinances § 360.90 are inapplicable.

- IV. Compensation. Owner shall pay Contractor for the services in accordance with the fee schedule set out in Exhibits B and C. Contractor may, at its discretion, submit one invoice at the conclusion of the football season, or submit monthly invoices, as follows. On or before the last day of each month, Contractor shall submit an itemized invoice for such month, and payment shall be made by Owner on or before the twentieth day of the following month. If Contractor fails to

timely submit such invoices, Owner shall pay such invoices in its ordinary course of business, but no later than 30 days from the date such invoices are submitted. Owner shall have no obligation whatsoever to pay employees of Contractor.

- V. Indemnification. Contractor will defend and indemnify Owner in accordance with the dollar limits and public policy implicit in Minnesota Statutes, Chapter 466 (Tort Liability for Political Subdivisions) and to protect those performing governmental services on behalf of the City of Minneapolis against risk of liability from lawsuits.

Contractor shall indemnify and hold harmless Owner and its officers, members, agents, employees and others acting on behalf of Owner 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:

- (i) the failure of Contractor to perform its obligations in accordance with the terms and conditions of this Agreement;
- (ii) any negligent or willful act or omission of Contractor, or any of its agents, employees, subcontractors, material suppliers or others for whose acts any of them may be liable (each, a "Responsible Party"); or
- (iii) the violation of law or legal duty by Contractor or any other Responsible Party. This indemnification obligation shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability acts or other employee benefit acts.

Notwithstanding anything in this Agreement to the contrary, neither Owner nor Contractor waives any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466, or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by Contractor or any third party.

- VI. Independent Contractor. Contractor and its agents and employees shall at all times be independent contractors and shall not, under any circumstances, be considered to hold themselves out to be agents or employees of Owner. Contractor further agrees that no tax assessment or legal liability of Contractor or of its agents or employees shall become an obligation of Owner by reason of this Agreement.

- VII. Assignment. Contractor shall not assign, by operation of law or otherwise, this Agreement or any money due or to become due hereunder without obtaining the prior written consent of Owner. Any attempted assignment by Contractor without Owner's prior written consent shall be void and of no effect.

- VIII. Administration.

- A. Contractor shall investigate, hire, pay, supervise and discharge all personnel required to perform the Services set out in this Agreement. All personnel hired by Contractor for the performance on any Services hereunder shall be deemed employees of the City and not of Owner, and shall be deemed employed solely at Contractor's expense. Owner shall

have no right to supervise directly or direct on a day-to-day basis such employees of Contractor.

B. Contractor and all subcontractors 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.

IX. Interruption of Service. In the event of any interruption or cessation of performance of Services, Owner may take such action as may be reasonably required to restore performance of Services until Contractor is able to resume the normal performance of Services. Contractor shall reimburse Owner on demand for all reasonable expenses incurred by Owner in connection with Owner's actions to restore Services, or, alternatively, Owner may offset such expenses against any sums due to Contractor for Services performed hereunder. The interruption or cessation of the performance of any Services which is not due to an act of God or other casualty beyond the control of Contractor shall constitute a default hereunder, entitling Owner to terminate this agreement.

X. Contractor's Records. Owner shall be permitted access to all of the Contractor's records, books, vouchers, correspondence, instructions, drawings, receipts, memoranda and similar material relating to this Agreement. Contractor shall preserve all such material for a period of two years after final payment under this Agreement.

XI. Termination. This Agreement may be terminated by Owner upon written notice to Contractor. From and after the date of termination specified in such notice, all rights and interests of Contractor hereunder shall terminate. In such event of such termination, Contractor shall be compensated (as provided in Section 4 hereof) for all Services properly performed prior to the date of termination, subject to any offset arising from a breach of the provisions of this Agreement by Contractor. Upon termination of this Agreement, Contractor shall immediately deliver to Owner all drawings, reports, analyses, samples, materials or other work product completed pursuant to this Agreement.

XII. Equal Opportunity. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Affirmative Action Rules and Regulations Plan and Targeted Group Business Goals of Owner. Contractor represents and warrants that it shall not discriminate in its employment practices in violation of any such applicable law, executive order or affirmative action plan or targeted group business goals. Contractor shall include in each subcontract comparable equal employment opportunity and affirmative action obligations.

XIII. Notices. All notices, demands, consents or approvals required or permitted under this Agreement shall be in writing and shall be deemed effective (a) when personally delivered, (b) when sent by facsimile with receipt acknowledged, (c) one business day after being deposited with any nationally recognized overnight courier which routinely issues receipts, addressed to the party at the address stated below, or (d) three business days after being placed in the United States mails by certified mail, return receipt requested, postage prepaid, addressed to the party at the address stated below:

Owner at: Metropolitan Sports Facilities Commission  
900 South Fifth Street  
Minneapolis, MN 55415  
Attention: Executive Director  
Telephone: 612.335.3316  
Facsimile No.: 612.332.8334

Contractor at: City of Minneapolis Police Department  
SOD – Homeland Security Unit  
4119 Dupont Avenue North  
Minneapolis, MN 55412  
Attention: Lt. Donald Harris  
Telephone: 612.673.2985  
Facsimile No.: 612.673.2983

or at such other place or places as either party may hereafter designate in writing.

XIV. Miscellaneous.

- A. The persons executing this Agreement 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 Agreement.
- C. In the event of any conflict between this Agreement and anything contained in the Exhibits hereto, the provisions of this Agreement shall govern.
- D. All covenants, agreements, indemnities, guarantees and warranties made by Contractor shall survive the expiration or termination of this Agreement.
- E. If any term or provisions of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- F. This Agreement shall be construed and governed under the laws of the State of Minnesota.
- G. All previous oral or written promises and agreements relating to the subject matter of this Agreement are hereby superseded, it being expressly agreed that the terms and provisions of this Agreement shall constitute the full and complete agreement between Owner and Contractor.
- H. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement 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, Contractor 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.

Contractor shall keep strictly confidential any information (other than information which is a matter of public record or is provided by other sources readily available to the public) that Contractor learns about the Project or about Owner or the business of Owner during the term of this Agreement. However, any such information may be disclosed to employees and agents of Contractor to the extent that such persons, in Contractor's considered judgment, need access to such information to enable Contractor to perform its obligations under this Agreement. This covenant shall survive the termination of this Agreement.

- XV. Disputes. Any claim, controversy or dispute arising out of this Agreement shall be venued in the Hennepin County District Court.

**[REMAINDER OF THIS PAGE LEFT BLANK]**

IN WITNESS WHEREOF, Owner and Contractor have executed this agreement as of the date set out at its head.

**CONTRACTOR:**

CITY OF MINNEAPOLIS  
By [Signature]  
Its Deputy Chief - Police  
By [Signature]  
Its Asst. City Atty.  
By [Signature]  
Its DIRECTOR, TM'R - RW

**OWNER:**

**METROPOLITAN SPORTS FACILITIES  
COMMISSION**

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**Exhibit A**

**SCOPE OF SERVICES**

Contractor shall perform the following security and management services:

Minneapolis Police Department shall provide security services to Owner for ten Minnesota Vikings football games at the Metrodome on the following dates and for play-off games, if any:

August 27, 2011  
September 1, 2011  
September 18, 2011  
September 25, 2011  
October 9, 2011  
October 23, 2011  
November 20, 2011  
December 4, 2011  
December 18, 2011  
January 1, 2012

Minneapolis Police Department shall provide a security detail comprised of the following sworn police officers who will be required to work during a period of time preceding, during, and following each of the ten football games, not to exceed 9 hours per officer per football game.

The schedule set forth above is subject to change pursuant to Article I of the Agreement.

**1. Outer Perimeter**

**Mission:** Prevent any vehicle that has not been searched from entering 4<sup>th</sup> or 5<sup>th</sup> Streets within 100 feet of dome. Officers will be equipped with shotguns and rifled slugs; gas masks.

Posts covered by MPD officers:

<b>POST LOCATION</b>	<b>OFFICER</b>
Incident Commander	1 Lieutenant
Operations Chief	1 Sergeant
Relief Squad	1 Officer
5 <sup>th</sup> St / 11 Ave. S	1 Officer
6 <sup>th</sup> St. & Chicago	2 Officers

POST LOCATION	OFFICER
Medical Examiner	1 Officer
5 <sup>th</sup> St. & Park	2 Officers
4 <sup>th</sup> St. & Park	2 Officers
4 <sup>th</sup> St. / Chicago	2 Officers
4 <sup>TH</sup> St. / McGrew	1 Officer
4 <sup>th</sup> St. East of Dome	1 Officer

## 2. Vehicle Bomb Barrier Placement

**Mission:** Tactical deployment of Minneapolis Public Works Dump Trucks at vehicular entrance points around the outer perimeter of the Metrodome, positioned to prevent or eliminate chance of threat from vehicle-borne explosive devices. Vehicle Barriers will be deployed at 1000 hours and streets will remain closed until 1 hour after the end of game.

LOCATION OF BARRIER	NUMBER OF BARRIERS DEPLOYED
5 <sup>th</sup> Street / 11 <sup>th</sup> Ave.	2
Chicago Ave. / 6 <sup>th</sup> Street	1
Medical Examiner's Office	1
Chicago Ave. / 4 <sup>th</sup> Street	1
4 <sup>th</sup> Street / Mc Grew (North of LRT tracks)	1
5 <sup>th</sup> Street / Park Ave.	2
4 <sup>th</sup> Street / Park Ave.	2
4 <sup>th</sup> Street (East of Dome) to prevent vehicles going wrong way toward site	2

## 3. Tactical Support

### Canine

Two explosive-detecting canines from MPD will staff the event, conduct sweeps of crowd areas and any vehicles authorized to enter the outer perimeter.

### Bomb Squad

Two bomb technicians will be present to assist in searching for explosive devices pre-event and responding to any suspicious packages during the event.

**SWAT**

On Call basis.

Minneapolis Public Works Department shall provide perimeter management services to Owner for ten Minnesota Vikings football games (events) at the Metrodome on the following dates and for play-off games, if any:

August 27, 2011  
September 1, 2011  
September 18, 2011  
September 25, 2011  
October 9, 2011  
October 23, 2011  
November 20, 2011  
December 4, 2011  
December 18, 2011  
January 1, 2012

The schedule set forth above is subject to change pursuant to Article I of the Agreement.

Minneapolis Public Works services shall include:

1. Prevention of unauthorized vehicles from entering the secured perimeter around the Metrodome before and during the ten Minnesota Vikings football games as listed above.
2. Trucks shall be in place, two hours prior to the start of each game, to secure the 100' perimeter around the Metrodome as required by the National Football League and the Owner.

Minneapolis Public Works Department shall provide a work detail for each event comprised of the following:

- 1 - Maintenance Crew Leader
- 2- 4 - Drivers
- 10-12 - Tandem Trucks
- 1 - Vehicle

Employees shall be required to work and vehicles shall be present during a period of time preceding, during and following each of the ten football games, not to exceed 9 hours per employee or per vehicle, per football game. Owner shall pay for actual hours worked for the security detail.

The City of Minneapolis agrees to keep the Owner's Security Manager fully-informed of all phases of the security services and to consult with the Security Manager concerning the services performed.

**Exhibit B**

**COMPENSATION**

The Metropolitan Sports Commission and the City will agree on the services to be provided for each game. Based upon those services, staff will be assigned as appropriate.

The reimbursement made by the Metropolitan Sports Commission to the Minneapolis Police Department will be made based on the information from the time records of the officers assigned to the security detail. The rate reimbursed will be the actual rate of overtime paid to each person working based upon their rank, step and seniority level. The Commission will receive a spread sheet (Exhibit C) with the name of the person working, their rank, the number of hours they worked and their overtime rate.

**Compensation for Public Works Personnel is set forth below:**

**VIKINGS Security Detail**

		Hourly Rate	Hours	Fringe 0.3000	Fringe 0.1700	Total Labor + Fringe w/o Labor Add	Adm OH Rate 0.3270	Total incl Adm Rate	Labor Additive 0.1700	Total Labor/ Equipment	
Maintenance Crew Leader	A	23.90	9.00	215.10	65.53	47.54	279.63	91.44	371.13	27.54	\$ 418.67
Tandem Dump Trucks (12) (Rate includes Fuel)	B	53.24	108.00	5,749.92							\$ 5,749.92
Vehicle (1) (Rate Includes Fuel)	B	5.00	9.00	45.00							\$ 45.00
Drivers (4)	B	61.41	36.00	2,210.76							\$ 2,210.76
											8,424.35
								<b>Grand Total (Rounded)</b>			<b>8,425.00</b>
									<b>X 10 games</b>		<b>\$84,250.00</b>

**Notes —**

- A Overheads calculated separately
- B Overheads included (per Gary Dahl of Fleet Services Division)