



**City Council – Meeting Agenda  
August 15, 2017 – 5:30 P.M. – Foley City Hall**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
  
4. Consent Agenda:
  - Approve Joint Powers Agreement for Super Bowl.
  
5. Discussion on 2018 City Budget
  
6. Discussion on Broadway Ave N/John Street parking lot.
  
7. Update on I/I Project
  - Discussion on nuisance complaints.
  
8. Other Business
  
9. Adjourn

## Sarah Brunn

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**From:** Smith, Chris <CSmith@lmc.org>  
**Sent:** Friday, August 4, 2017 1:24 PM  
**To:** To:; agardner@eminnetonka.com; ckreiling@hopkinsmn.com; stahnke@coonrapidsmn.gov; mjreed@plymouthmn.gov; Jfransen@ci.robbednsdale.mn.us; gflesland@ci.brooklyn-center.mn.us; Cfarniok@ci.orono.mn.us; doug.leslin@crystalmn.gov; ewerner@maplegrovermn.gov; jpotts@bloomingtonmn.gov; Dconboy@Edinamn.gov; 740@montevideopolice.com; roger.pohlman@ci.red-wing.mn.us; Bschafer@hastingsmn.gov; solson@biglakepolice.com; kmcmillin@ci.foley.mn.us; aitkinpolice@aitkinpolice.com; policedepartment@royaltonmn.com; bryon.friedrichs@ci.sauk-centre.mn.us; dawsonpd@dawsonmn.com; kerry.crotty@maplewoodmn.gov; Nate Harder; tony.paetznick@newbrightonmn.gov; Tom Lauth; Rick Mathwig; jswanson@whitebearlake.org; rpeterson@rochestermn.gov; jlong@lakevillemn.us; blindquist@ci.farmington.mn.us; jkimball@hillcity-mn.com; Dustin Nikituk; Dhatten@ci.hutchinson.mn.us; john.altman@woodburymn.gov; george.burger@ely.mn.us; mharccey@stlouispark.org; mshelley@richfieldmn.gov; william.anderson@ci.stcloud.mn.us; ; jbermel@cityofapplevalley.org; Craig.enevoldsen@brooklynpark.org; jdemann@edenprairie.org; todd.milburn@brooklynpark.org; sboerboom@eminnetonka.com; jbeahen@ci.rogers.mn.us; dave.kvam@maplewoodmn.gov; james.steve@ci.stcloud.mn.us; trevor.hamdorf@newbrightonmn.gov; colson@ci.blaine.mn.us; kjonas@cityofeagan.com; John Swenson; Bill Sullivan; mhartley@bloomingtonmn.gov; kflynn@co.nobles.mn.us; Rick Peterson; rblanck@clpdmn.com; pbeise@ci.sauk-rapids.mn.us; Jon Mangseth; mthomas@lakevillemn.gov; mtusken@duluthmn.gov; sbrunn@ci.foley.mn.us  
**Cc:** Gerlicher, Scott  
**Subject:** LMCIT Comments on Super Bowl Law Enforcement Agreement  
**Attachments:** 2018 Super Bowl JPA 8 2 17 (Final).doc  
**Importance:** High

ATTN: City Law Enforcement Officials

Thank you for your patience in waiting for our comments related to the "Cooperative Agreement Regarding Public Safety Related to 2018 National Football League Super Bowl Agreement." It has taken us some time to gather the information we needed from Minneapolis.

Minneapolis sent out a FINAL version of the agreement today which is attached in case you did not receive it. It is our understanding that no additional changes will be made to the agreement.

As an initial matter, I would note that it is not LMCIT's role to tell cities to sign or not sign the agreement. Every city needs to make that decision in consultation with city staff including the city's administration, police department and legal counsel.

However, as the liability and workers' compensation provider for most cities, we offer some comments to help cities make an informed decision about whether to sign the agreement and some of the risks to consider.

Mutual Aid Approach for Injuries to Employees and Damage to Property

The Super Bowl agreement is essentially a mutual aid agreement, i.e., Minneapolis is requesting law enforcement assistance from cities and other governmental entities over a 10-day period related to the 2018 Super Bowl. Workers' compensation and property damages claims are handled as LMCIT recommends in our *Model Mutual Aid Agreement* (<https://www.lmc.org/media/document/1/lmcitmodelmutualaidagreement.pdf?inline=true>).

Consistent with the approach recommended by LMCIT, the Super Bowl agreement provides that each city is responsible for injuries to or the death of its police officers (workers' compensation liability) and cities agree to waive claims against any other party. In other words, all cities must look to their LMCIT coverage or program of self-insurance for injuries to their police officers.

Similarly, each city is responsible for damage to or loss of its own equipment, including automobiles, and agrees to waive claims against any other party.

This is the approach LMCIT recommends in mutual aid agreements. These provisions help eliminate conflicts between governmental entities for injuries to each other's employees and damage to equipment. Waiving the right to recover any damages from other parties eliminates conflicts and prevents parties from suing each other.

#### Liability

The Super Bowl agreement does differ from our model agreement in regard to liability. In our model agreement, LMCIT recommends the party requesting the assistance accept liability. Minneapolis does not assume any liability in the Super Bowl agreement; rather Minneapolis has arranged for the Super Bowl Host Committee to purchase a law enforcement liability policy that covers all signatories to the Super Bowl Agreement and the employees assigned to work the official NFL-sponsored Super Bowl events. The Super Bowl agreement provides that each provider is responsible for its own actions in excess of the policy limits. For an event of this size, it is not feasible for Minneapolis to assume the entire risk.

#### Law Enforcement Liability Policy

The Super Bowl Host Committee has purchased a \$3 million (per occurrence and aggregate) law enforcement liability policy. Section 9.1 of the Super Bowl agreement provides in part:

- "The Policy will provide coverage for claims that each Provider becomes legally obligated to pay as damages due to "bodily injury", "property damage", or "personal injury" suffered by third parties."
- "The Policy will require the insurer to have the right and duty to defend and indemnify each Provider against any claim or lawsuit due to Provider acts that occur within the territory of the Events and during the period in which the Policy is in effect."
- "Each Provider's Law Enforcement Officers and supervisors under the Unified Command will be covered under the Policy by virtue of the Provider being named an 'insured' under the Policy."

LMCIT has not reviewed the policy terms. It appears that Minneapolis has not yet been provided a copy of the insurance policy from the Host Committee. However, we did review a summary of the policy that was provided from the insurance broker and have discussed the policy with Minneapolis' risk management division and city attorney's office. Based on the language in the public safety agreement, the summary of the law enforcement liability insurance policy and our conversations with Minneapolis, we believe cities should be well protected under the liability policy. In other words, if your city or your city's police officers are sued for some action related to the Super Bowl arising under this agreement, the lawsuit can be tendered to the insurance company providing the policy rather than LMCIT. The insurance company is International Insurance Company of Hanover SE which has an A.M. Best rating of A+ (Superior).

The insurance purchased by the Host Committee is primary. This means the Host Committee policy will respond to claims prior to any other coverage the city may have.

Defense costs are outside the \$3 million policy limits and there is no deductible. A third party personal property damage claim is limited to \$25,000 under the Super Bowl policy.

Minneapolis believes that \$3 million in coverage will be sufficient to handle all police related liability claims. Of course, there is no way to know for sure. However, according to Minneapolis there were no police liability claims arising from the past two Super Bowls.

While LMCIT does express an opinion on the sufficiency of the limits, the risk assessment by Minneapolis and its broker seem appropriate.

The Super Bowl policy is the "sole source for liability and indemnity" under the agreement. If the limits of the Super Bowl policy are insufficient, each party must look to its own liability coverage or program of self-insurance.

#### LMCIT Coverage

All cities covered through LMCIT have a minimum of \$2 million in liability coverage. Some cities carry excess coverage through LMCIT.

If you don't know how much coverage your city has, please contact your LMCIT underwriter. If you don't know who your underwriter is, please contact Katie Winge at 651-281-1222 ([kwinge@lmc.org](mailto:kwinge@lmc.org)), Nate Brue at 651-215-4049 ([nbrue@lmc.org](mailto:nbrue@lmc.org)), or Liam Biever at 651-281-1212 ([lbiever@lmc.org](mailto:lbiever@lmc.org)).

In the unlikely event the limits of the insurance policy purchased by the Host Committee are exhausted, a city would look to its LMCIT coverage.

Through LMCIT, each city has additional liability coverage up to your policy limit, subject to your city's deductible. Defense costs are outside the LMCIT policy limits.

#### Excess Insurance for Super Bowl Claims

LMCIT is working with our reinsurer to allow cities to purchase additional coverage just for claims that arise related to the Super Bowl. While LMCIT doesn't necessarily think that providing law enforcement services for the Super Bowl provides a greater exposure than your city's day-to-day police operations, we wanted to give cities an additional way to protect themselves against claims that might exceed the Super Bowl Host Committee's insurance and the city's existing LMCIT coverage.

While we have not finalized the pricing, indications are it will be in the range of \$100-\$150 per officer for \$1 million in excess coverage and in the range of \$200-\$250 per officer for \$5 million in excess coverage -- somewhere in between for \$2 million, \$3 million, or \$4 million in excess coverage.

Cities that are interested in purchasing this excess coverage should contact their LMCIT underwriter.

#### Additional Agreement Issues

LMCIT encourages you to read the agreement so that you understand the city's obligations. In addition to the liability and risk concerns discussed above, here are some additional matters that may be of interest to cities pursuant to the Super Bowl agreement:

- The Minneapolis Police Department is the lead law enforcement agency. Minneapolis will coordinate with St. Paul and Bloomington for Super Bowl events in those cities.
- There will be a Unified Command Structure.
- Each city's officers are required to participate in training activities.
- All work assignments will be made by Minneapolis.
- Every city shall provide its officers with a patrol uniform and equipment, including radio equipment, service weapon, soft ballistic body armor and traffic vest. A cell phone is optional. See Section 2.1(C).
- Peace officers may be placed "On Assignment" status and are expected to be "physically proximate" to the event location.
- A city may recall its officers at any time.

- Cities must provide a list of their officers at least 90 days before the Super Bowl. See Section 2.3 for information that is to be provided.
- Certain evidence must be preserved pursuant to Section 2.7.
- Minneapolis Police Commander Scott Gerlicher is responsible for the operation, coordination and implementation of the agreement. Inquiries shall be made to Commander Gerlicher.
- A standard incident report form shall be used which will be supplied by Minneapolis.
- A standard claims form and procedure must be used. See Exhibit C.
- Cities shall be reimbursed for their services pursuant to an a funding agreement between the Super Bowl Host Committee and Minneapolis. See Exhibit B. This is the “sole source” of funds to reimburse cities.
- A city may terminate the agreement upon 45 days’ written notice. See Section 6.2.
- Certain records must be maintained for six years after the date of final payment to a city. See Section 8.5.

### Conclusion

In conclusion, you should understand that from a risk perspective, cities are responsible for all injuries to their own police officers as well as damage to their equipment, except as covered under the law enforcement liability policy.

Liability claims against a city will be handled under the law enforcement liability policy purchased by the Super Bowl Host Committee. If the \$3 million limit of that policy is exhausted, each city must look to its own liability coverage. Of course, claims against LMCIT members not covered by the Super Bowl policy can be tendered to LMCIT for coverage up to your policy limits. Also, remember that your city has the option of purchasing higher limits just for claims related to the Super Bowl.

While each city must makes its own decision, the Super Bowl is a Minnesota event that the entire State should take pride in. We hope that our members will assist Minneapolis. LMCIT does not have any significant risk concerns that would prevent a city from signing the agreement and providing law enforcement assistance.

If you have any questions or concerns, please let me know.

Chris

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Think Green: Keep it on the screen!

**COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY RELATED  
TO 2018 NATIONAL FOOTBALL LEAGUE SUPER BOWL SECURITY**

**THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY AND SECURITY RELATED TO THE 2018 NATIONAL FOOTBALL LEAGUE SUPER BOWL** (hereinafter 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 \_\_\_\_\_, 2017, 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 \_\_\_\_\_, a [insert name of city/county/or other governmental entity acting through its \_\_\_\_\_ [insert name of law enforcement organization] (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 2018 National Football League Super Bowl to be held on Sunday, February 4, 2018, and for related events authorized by the National Football League, most of which will take place in the City, City of St. Paul, and City of Bloomington from Friday, January 26, 2018, through Monday, February 5, 2018 (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 those portions of the Event that occur within the City of Minneapolis (Minneapolis Events) and the St. Paul Police Department (SPPD) and the Bloomington Police Department (BPD) will be the lead law enforcement agencies for those portions of the Event that occur within their cities, respectively (St. Paul Events and Bloomington Events) When either BPD or SPPD is the lead law enforcement agency, its duties will not include making staff assignments that will continue to be administered and managed by the MPD as part of the Unified Command; and

**WHEREAS**, the City has agreed to serve as the fiscal agent for law enforcement costs for the Event by entering into an agreement with the "Host Committee" (as that entity and agreement are referenced in Section 3.1 herein) for the Event; and

**WHEREAS**, the City is in need of procuring 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 to assist the MPD through the use of a 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.
- 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.”
- 1.4 The MPD will coordinate and inform the SPPD and the BPD of staffing assignments for the St. Paul Events and the Bloomington Events based, when possible, on the recommendations of the SPPD and the BPD, respectively.

**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 by reason of experience, training, and physical fitness be deemed by the Provider of being capable of performing public safety and law enforcement duties for the Event; and
- 2.1.2 That each Licensed Peace Officer is in good standing with the Provider. Throughout the term of this Agreement, the Provider shall promptly notify the MPD in the event that any licensed peace officer is no longer an officer in good standing with the Provider or shall recall any peace officer that is no longer in good standing; 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 seasonally appropriate patrol uniform of the day 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 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 physically proximate to the Event location, so as to be 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 and the SPPD for St. Paul Events and the BPD for Bloomington Events, regardless of the location of the Event. Provider may increase the staffing levels at Events located within the Provider's jurisdiction: (a) at the sole cost of the Provider that hosts an Event; and (b) with the knowledge that the additional Licensed Police Officers and other staff members above the staffing level approved by the MPD and

Unified Command are not covered by the Policy as described in Section 9 of this Agreement. The number of Licensed Peace Officers and other law enforcement resources to be deployed within the Provider's jurisdiction will be communicated to the City as part of 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 and which are either included above the number of Licensed Peace Officers as determined by the Unified Command or remain under Provider's authority 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, including the SPPD and BPD, 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 The City will be solely responsible for all communications with the Minnesota Host Committee (the "Host Committee"). The Host Committee shall be responsible for coordinating each of the events authorized by the National Football League (including St. Paul Events and Bloomington Events) and activities that occur within the term of the Event.
- 3.2 The City and the Host Committee will prepare and enter into an "Event Support and Funding Agreement for Super Bowl LII" (the "Support Agreement"). The Support Agreement will be the source of funding for the Event including the source of payment for the Services to be provided pursuant to this Joint Exercise of Powers Agreement ("Agreement") and for the policy of insurance that will pay for the defense and indemnification of claims filed against the City and each Provider during the term of the Event.

- 3.3 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.
- 3.4 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 Scott Gerlicher (hereinafter referred to as the "Coordinator"). Except as otherwise provided in this Agreement, all contacts or inquiries made by the Provider with regard to 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 obtain from the Host Committee 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 Host Committee pursuant to the Support Agreement.
- 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](mailto: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 March 1, 2018, or the date to which law enforcement resources or Services are extended, 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 January 26, 2018, and shall terminate on February 5, 2018, 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 Super Bowl LII;
  - 6.1.2 City and Host Committee fail to enter into the Support Agreement;
  - 6.1.3 Host Committee fails to purchase and provide insurance coverage as described in Section 9.1 of this Agreement; or
  - 6.1.4 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 Super Bowl LII;
  - 6.2.2 Without cause prior to the initial training session;
  - 6.2.3 City and Host Committee fail to enter into the Support Agreement; or
  - 6.2.4 Host Committee fails to purchase and provide insurance coverage 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 only with regard to the following matters regarding the Agreement:

*(List names)*

*(List responsibilities)*

## 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 incident reports, recommendation, paper, 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), 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. INSURANCE; LIABILITY; MUTUAL RESPONSIBILITY; NO WAIVER OF IMMUNITIES**

9.1 Insurance Coverage for Event-The Host Committee has purchased a law enforcement liability insurance policy (the "Policy"). The insurance carrier is International Insurance Company of Hannover SE (the "Insurer"). The Policy will provide coverage for claims that each Provider becomes legally obligated to pay as damages due to "bodily injury", "property damage", or "personal injury" suffered by third parties. The Policy will require the insurer to have the right and duty to defend and indemnify each Provider against any claim or lawsuit due to Provider acts that occur within the territory of the Events and during the period in which the Policy is in effect. Each Provider's Law Enforcement Officers and supervisors under the Unified Command will be covered under the Policy by virtue of the Provider being named an "insured" under the Policy.

9.1.1 The limits of liability for all occurrences (claims) during the coverage period is \$3,000,000.00 (\$3 million). The limit of liability for any third party claim for damage to or loss of personal property is \$25,000.

9.1.2 The cost to hire and pay for legal representation to defend the City and any Provider ("defense costs") are not subject to the \$3 million limit of the Policy.

9.1.3 The Policy is not subject to the payment of a deductible by the Host Committee, the City or by any other Provider.

9.1.3. Each Provider agrees to be bound by the terms and conditions contained in the Policy.

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

9.2 Insurance as Sole Source for Liability and Indemnity-Each Provider hereto agrees that it will only seek recovery for any liability incurred in carrying out the terms of this Agreement from the insurance to be procured by the Host Committee as set out in Section 9.1 of this Agreement.

9.2.1 If a Party's liability is not subject to recovery through the Policy, then each Party agrees that it will otherwise be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside of the jurisdiction or geographic limits of the City of Minneapolis, and the results thereof to the extent authorized

by law and shall not be responsible for the acts and/or omissions of the other Party and the results thereof.

9.2.2 In the unlikely event that the aggregate amount of any one or all claims exceeds \$3 million, then each Party agrees that it will otherwise be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside the of the jurisdiction or geographic limits of the City of Minneapolis, and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Parties and the results thereof.

9.3 Further Limitation On Provider Liability-It is understood and agreed that the liability 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.

9.4 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 they are 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.

9.5 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.

9.6 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 is covered under the Policy.

## 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:

Scott Gerlicher  
Commander-Minneapolis Police Department  
511 11<sup>th</sup> Avenue South  
Suite 401  
Minneapolis, MN 55415

**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: \_\_\_\_\_

Date: \_\_\_\_\_

Approval Recommended:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A - Super Bowl Events

### Event Description

Super Bowl Experience  
Media Center/Radio Row  
Mall of America Game Day Event  
NFL Honors  
NFL Friday Night Party  
Tailgate Party  
Opening Night  
NFL on Location  
Super Bowl Live  
Stadium Interior  
Stadium Perimeter  
Pre-game Party  
AFC Team Hotel  
NFC Team Hotel  
NFL Headquarters Hotel  
AFC Practice Site  
NFC Practice Site  
Police Escorts  
Tactical Squad  
Bomb Technical Squad  
Bomb K-9s  
VACIS  
Street Patrol Downtown  
Extra Metro Transit Security  
Mobile Field Force Square  
Fit Team  
VPSO  
Command Post Security  
Staging  
Logistics  
Credentialing  
Dignitary Liaison  
Counterfeiting  
Human Trafficking  
Investigators

The MPD will maintain a list of Licensed Police Officers covered by this Agreement

## EXHIBIT B

### Super Bowl Special Event Period Reimbursement Guidelines

**Reimbursement Period:** Friday January 26<sup>th</sup>, 2018 through Monday February 5<sup>th</sup>, 2018

#### 1. General Reimbursement Guidelines:

- a. The lead law enforcement agency, Minneapolis Police Department, will serve as fiscal agent for purposes of this agreement.
- b. Reimbursement will be for official Super Bowl events sanctioned by the MN Host Committee and/or the NFL only, or for hours worked in direct support of the lead law enforcement agency, Minneapolis Police Department.
- c. All hours worked will be considered "*on duty*" time.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Reimbursement will occur only for state, county, and local law enforcement personnel participating in official Super Bowl Event security details.
- i. 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, Captain or other law enforcement officers working in a command position and/or in an *exempt* payroll status.
- j. 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).
- k. 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 special event week 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. **\$82 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 week 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 30 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.

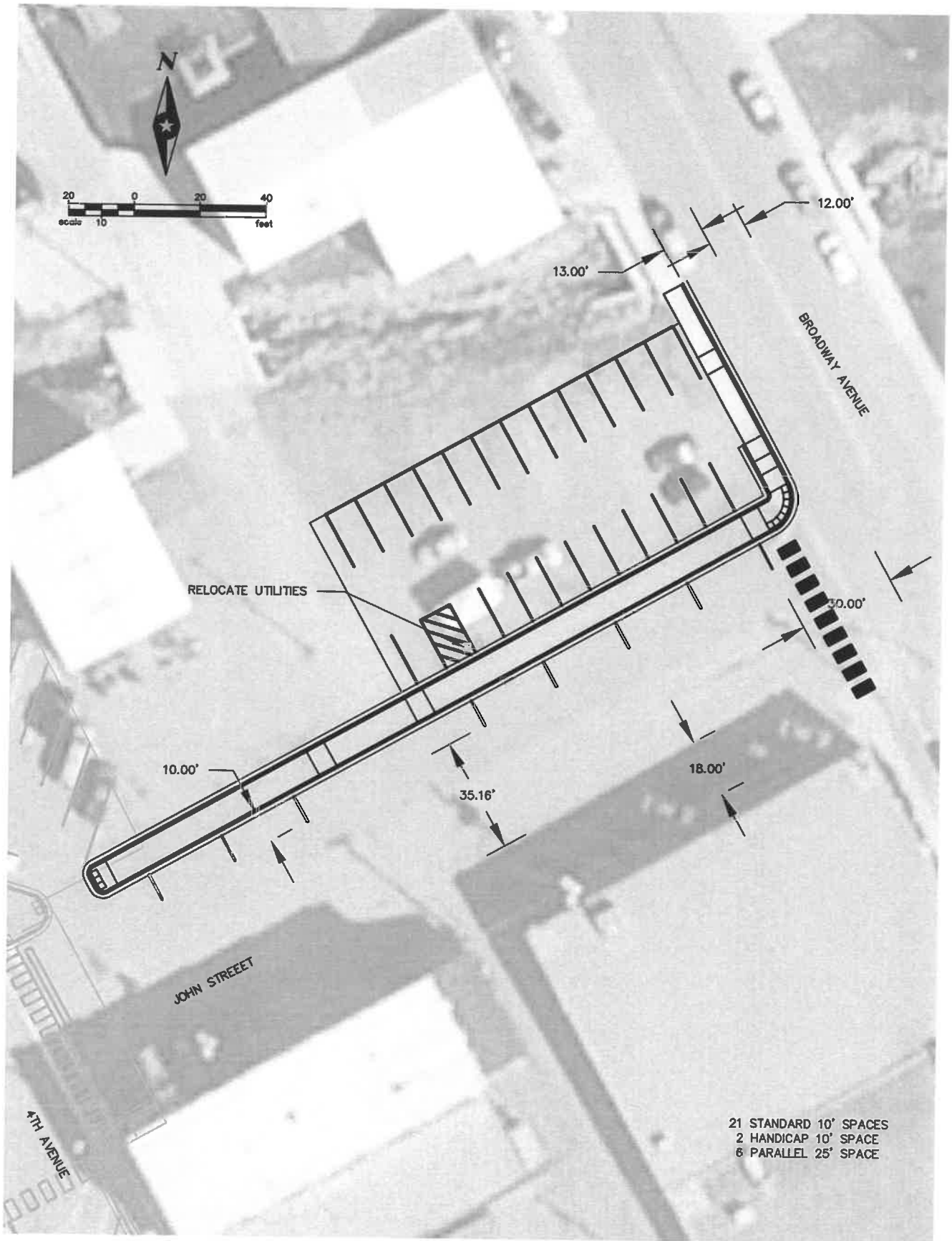
- a. Sending agency will review the personnel report for accuracy and outline which hours constituted straight time versus overtime and submit an invoice with support documentation to the lead law enforcement agency.
- b. The lead law enforcement agency will review the invoice and support documentation, 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 Chief Financial Officer  
C/O Robin McPherson  
350 South 5<sup>th</sup> Street, Room 130  
Minneapolis, MN. 55415



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

1. The Host Committee and Insurer will develop a "uniform claim form (the "Form"). The Form will be approved by the insurance broker retained by the Host Committee and by the Insurer.
2. The Host Committee will establish a committee 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) A Host Committee representative;
  - (b) A Representative of the insurance broker retained by the Host Committee; and
  - (c) The City of Minneapolis Risk Manager.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 Insurer. The Insurer will determine whether Claims are covered by the Law Enforcement Liability Policy and determine when the Policy limits have been reached and exceeded.
5. Once the aggregate amount of Claims exceeds \$3 million, then the Insurer will notify the Host Committee, the City and each Provider. Any further Claims brought against each Provider after the date of notification that the \$3 million coverage limitation has been exhausted will be the sole responsibility of the Provider or Providers named in the Claim to defend and pay the amount of damages determined by a court of law.



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PHONE: 320.229.4300  
1200 25TH AVENUE SOUTH  
P.O. BOX 1717  
ST. CLOUD, MN 56302-1717  
www.sehinc.com

FILE NO.  
FOLEY G11

DATE:  
8/03/17

**2017 STAR AUTO PARKING LOT  
SITE LAYOUT  
FOLEY, MINNESOTA**

**FIGURE  
NO. 3**