

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF DULUTH AND ST. LOUIS COUNTY, MN
FOR BUREAU OF JUSTICE ASSISTANCE
FY24 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE
SITE-BASED PROGRAM (“SITE-BASED COSSUP”)**

THIS AGREEMENT, is by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and ST. LOUIS COUNTY, a Minnesota county acting through its governing body, hereinafter referred to as "County".

WHEREAS, City is the recipient of a grant from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, the terms of which are set forth in the Award Letter, Award Number 15BJA-24-GG-04520-COAP, Federal Award Date 11/15/24 (hereinafter “Award” attached hereto and incorporated by reference as Document A), pursuant to which County is to provide for and embed a social worker into the local jail to provide re-entry services and collaborate with a prosecution-led diversion program to provide peer and harm reduction services to program participants as part of the Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program (hereinafter “SITE-BASED COSSUP”), as further described herein; and

WHEREAS, pursuant to the terms of said Award, County is to provide certain services across the Arrowhead region of Northeast Minnesota, including St. Louis, Carlton and Lake Counties, Minnesota and the city of Superior, Wisconsin, for which it will be entitled to reimbursement pursuant to the terms of the Award; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties’ respective rights and responsibilities in the implementation of said Award Letter.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

Scope of Professional Services

County agrees that it will collaborate with the City to expand, refine, and sustain its successful, evidence-informed approach toward integrating Peer Recovery Specialists into the criminal justice system to provide individuals with substance use disorders with

City Contract # _____

Peer and harm reduction-based services. The City's Substance Use Response Team ("SURT") operates across the Arrowhead region of Northeast Minnesota, including St. Louis, Carlton, and Lake Counties in Minnesota and the city of Superior, Wisconsin. SURT is a Peer Recovery-led deflection program housed within the Duluth Police Department. Under the Award, the City will expand into additional intercepts of the criminal-legal system by partnering with the County to supply a social worker to work with the local jail re-entry team and collaborate to provide peer and harm reduction services to program participants within St. Louis County. Therefore, the County agrees to hire a social worker to work with the local jail and probation to provide re-entry services during the term of the Award. The County will provide a 1.0 FTE social worker during year 1 of the Program (10/1/2024 – 9/30/2025), will provide a 1.0 FTE social worker during year 2 of the Program (10/1/2025 – 9/30/2026), and will provide a 1.0 FTE social worker during year 3 of the Program (10/1/2026 – 9/30/2027). The duties of the social worker will be in accord with the Award and are more fully set forth in the job description attached hereto as Exhibit A. In the event of any conflict between the terms of the Award and this Agreement, the terms and conditions of the Award shall control.

ARTICLE II

Reimbursement for Expenses

A. Reimbursement for Services

City hereby agrees to reimburse County for "Eligible Costs" incurred by it in the performance of the work under the terms and conditions of this Agreement in an amount not to exceed \$328,890. For the purposes of this Agreement, "Eligible Costs" shall mean the costs incurred by County for salary and fringe benefits paid to or on behalf of the social worker providing services relating to the work provided hereunder. Requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as City shall reasonably request. Upon receipt of said request and the appropriate documentation, City shall promptly reimburse County for the "Eligible Costs" up to these amounts: \$84,150.00 in year 1; \$116,684.00 in year 2; and \$128,055.76 in year 3.

B. Deposit of Funds

All reimbursement paid to County pursuant to Paragraph A. above shall be paid from City Fund 215-200-2246-5447 (Duluth police grant programs, police, Opioid Use Program (COSSUP), Payment to Other Govt Agencies).

City Contract # _____

ARTICLE III

Assignability

County shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

ARTICLE IV

Term

Notwithstanding the date of execution, the term of this Agreement shall be deemed to have commenced on October 1, 2024, and shall run through the budget period, which is September 30, 2027, or any extension thereof.

ARTICLE V

Termination of Services

Either party may, by giving written notice at least Thirty (30) days prior to the effective date thereof, terminate this Agreement in whole or in part without cause. County shall be reimbursed for services performed and expenses incurred prior to the date of termination, subject to the availability of the grant funding.

ARTICLE VI

Standard of Performance

County agrees that all services to be provided to City pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

ARTICLE VII

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by County in accordance with requirements prescribed by City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.

B. Documentation of Costs

County will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents

City Contract # _____

pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information

County shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.

D. Audits and Inspections

County will make available during normal business hours all of its books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement to City for examination, duplication, transcription, and audit by the City, as often as City may deem necessary.

E. Information

All reports, data, information, documentation and material given or prepared by the County pursuant to this Agreement will be subject to the Minnesota Data Practices Act except as provided for in applicable Federal or state laws, rules, regulations or orders.

ARTICLE VIII

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Neither party nor any officers or employees thereof shall be considered an employee of the other party, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of either party and their employees while so engaged and any and all claims whatsoever on behalf of either party arising out of employment or alleged employment, including without limitation, claims of discrimination against either party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither party nor their officers, agents, contractors and employees shall be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from the other party.

ARTICLE IX

Liability

A. As Between the Parties

City Contract # _____

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

B. Limitation of Liability

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapter 466 or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

C. Third Party Liability

Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

ARTICLE X

Civil Rights Assurances

Both parties and their officers, agents, servants and employees as part of the consideration under this Agreement, do hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

ARTICLE XI

Rules and Regulations

Both parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and County and the City and their respective agencies which are applicable to their activities under this Agreement.

ARTICLE XII

Notices

Notice to County or City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

County: St. Louis County Attorney's Office
100 North 5th Avenue West
Room 501 Court House
Duluth, MN 55802

City: Chief of Police
City of Duluth
2030 N. Arlington Avenue
Duluth, MN 55811

ARTICLE XIII

Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE XIV

Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

ARTICLE XV

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XVI

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing

City Contract # _____

and shall be executed by the same parties who executed the original agreement or their successors in office.

[Remainder of page left intentionally blank, signature page to follow.]

City Contract # _____

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

**CITY OF DULUTH, a Minnesota
Municipal Corporation**

**ST. LOUIS COUNTY, a Minnesota
County**

By: _____
Mayor

By: _____
Chair of the Board

Date: _____

Date: _____

Attest:

By: _____
City Clerk

By: _____
Nancy Nilsen
Auditor/Clerk of the Board

Date: _____

Date: _____

Approved as to Form:

City Attorney

By: _____
Gordon Ramsay, Sheriff

Date: _____

Date: _____

Countersigned:

Approved as to form and Execution:
KIMBERLY MAKI, St. Louis County
Attorney

City Auditor

By: _____
Assistant County Attorney

Date: _____

Dated: _____

Damion # _____

City Contract # _____



St. Louis County, Minnesota

Social Worker

Kind of Work

The salary range reflected above is the normal hiring range for 2025. The full salary range, including longevity pay, is \$27.70 - \$41.73 per hour. This position is part of the [Merit Basic Union Contract](#) represented by Council 5 of AFSCME.

Responsible professional work performing assessments, intervention, case management and person-centered advocacy for an assigned work unit within the Public Health and Human Services Department.

Distinguishing Features of Work

An employee in this class is responsible for providing social work services on cases involving complex social problems and social treatment plans. Duties include performing responsible and difficult casework, directing service programs or providing work direction to paraprofessional staff.

Illustrative Examples of Work

(*) indicates tasks which have been designated as essential job functions.

- * 1. Conducts interviews at intake.
- * 2. Carries a caseload where a need for continuing social casework predominates.
- * 3. Provides counseling to families and individuals.
- * 4. Conducts complex case evaluation for the purpose of assessing problems and determining appropriate types and methods of treatment.
- * 5. Prepares intensive long or short-term treatment plans, which require casework knowledge.
- * 6. Identifies situations which require intensified service(s).
- * 7. Provides vocation/employment service(s).
- * 8. Provides adult mental health and substance use disorder services and services to persons with disabilities,
- * 9. Assists in providing services to other cases involving difficult or complex social and financial problems.
- *10. Interprets programs and makes referrals to appropriate community services.
- *11. Interprets social and emotional factors to others involved in treatment of person(s) receiving services.
- *12. Prepares social histories with emphasis on psychosocial factors, adoption, or foster home placements.
- *13. Interprets and explains policies and regulations to person(s) receiving services.
14. Prepares and maintains case records which meet federal, state and local guidelines.
15. Dictates findings and correspondence.
16. Prepares regular and special reports.
17. May provide work direction to social work para-professionals.
18. Participates in in-service training and other staff development activities to increase knowledge of social work processes and skill in application to individual cases.

- *19. Demonstrates punctual and reliable attendance in accordance with designated work schedule.
- *20. Complies with applicable safety rules, laws and practices; uses proper safety equipment and procedures in all operations.
- 21 Performs related duties as assigned.

Requirements of Work

- Knowledge of the principles and techniques of interviewing and recording information.
- Knowledge of individual and group behavior, family systems and dynamics.
- Knowledge of social casework objectives, principles, and methods.
- Knowledge of social-economic factors that promote stable life and affect security.
- Knowledge of the principles of community organization.
- Knowledge of physical and mental illnesses.
- Knowledge or substance use disorders and related co-occurring conditions
- Knowledge of Harm Reduction strategies
- Knowledge of social welfare research methods.
- Skill in operating office equipment, including personal computers and associated software programs.
- Ability to effectively apply casework knowledge and skills.
- Ability to coordinate community resources to those receiving special needs services.
- Ability to manage time productively.
- Ability to prioritize caseloads.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish and maintain effective working relationships with staff and the public.
- Ability to maintain confidentiality, with the understanding that unauthorized access and/or dissemination of data may be prohibited.

Minimum Qualifications for Work

- Graduation from an accredited college or university with a Bachelor's degree in social work, psychology, sociology or closely related field; OR graduation from an accredited college or university with a Bachelor's degree in any field **AND** one (1) year of full-time paid verifiable experience as a social worker in a public or private social services agency.
- Possession of a valid driver's license.

Work Environment

These work environment factors are general in nature and may vary depending on the specific position being filled. **CONSTANT:** Near and midrange vision; Grasp/handle; Works with others; works around others; Inside. **FREQUENT:** Lift-push/pull while stationary up to 20 pounds; Carry-push/pull while moving about up to 20 pounds; Hearing close proximity (0-5 feet); Maintain posture; Reach; Sit; Static neck position; Talk/speak; Customer/public contact; Clients with Behavioral Challenges. **OCCASIONAL:** Hearing distance up to 20 feet; Balance; Move about; Stand; Taste/Smell; Walk; Works alone; Extended day; Outside and Drive. **RARE:** Carry-push/pull while moving about up to 50 pounds; Climb stairs; Kneel.

