

**2021 SPEED AND AGGRESSIVE DRIVING ENFORCEMENT
GRANT AGREEMENT BETWEEN
CITY OF DULUTH AND CITY OF HERMANTOWN**

THIS AGREEMENT, is by and among the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City of Duluth", and the City of Hermantown, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City of Hermantown".

WHEREAS, the City of Duluth is the recipient of a FY 2021 Speed and Aggressive Driving Enforcement Grant (hereinafter referred to as "Grant") from the Minnesota Department of Public Safety in an amount not to exceed \$8,000.00 plus a \$1,600.00 local match, said Grant designed to enhance public education and traffic law enforcement regarding traffic safety issues with an emphasis on speed and aggressive driving;

WHEREAS, pursuant to the terms of said Grant, City of Duluth and the City of Hermantown will work collaboratively to reduce the number of speed and aggressive driving events in southern St. Louis County, Minnesota, for which they will be entitled to reimbursement for overtime costs under the terms of the Grant; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' rights and responsibilities in the implementation of said Grant.

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

ARTICLE I

Scope of Professional Services

The City of Hermantown agrees that it will be responsible to provide the services as generally described in the Grant Agreement and Grant Budget (collectively referred to as Grant Documents), copies of which are incorporated herein by reference and made a part hereof as though fully set forth herein.

ARTICLE II

Reimbursement for Expenses

The City of Duluth and the City of Hermantown shall be entitled to reimbursement of the cost of overtime enforcement hours for providing the above services in an amount not to exceed the following:

Entity	Maximum Reimbursement Amount	Additional Funds
City of Duluth Police Dept.	\$6,000.00	Local Match of \$1,200.00
Hermantown Police Dept.	\$2,000.00	Local Match of \$400.00

TOTAL	\$8,000.00	\$1,600.00
-------	------------	------------

Upon the expenditure of funds in support of the Grant Documents and presentation to City of Duluth of documentation establishing the expenses, City of Duluth shall promptly reimburse the City of Hermantown for said costs up to the amount set forth above. Notwithstanding the preceding sentence, the parties understand that the local match shall be met first before any expenses are eligible for reimbursement. All reimbursements from City of Duluth pursuant to this Agreement shall be issued from City of Duluth Fund 215-200-2235-4210-01(Police Grant Programs, Police, Speed Enforcement Grant, Pass-thru Federal Grants).

ARTICLE III

Assignability

The City of Hermantown shall not in any way assign or transfer any of its respective rights or interests under this Agreement in any way whatsoever.

ARTICLE IV

Term

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on February 15, 2021 and run concurrently with the Grant Term and expire on September 30, 2021.

ARTICLE V

Termination of Services

The City of Hermantown may, by giving written notice at least thirty (30) days prior to the effective date thereof, terminate, without cause, a portion of the Agreement as it relates to its obligations hereunder. The terminating party shall be entitled to compensation for services properly performed by it, to and including the date of written notice of termination of this Agreement, including reimbursable expenses. Notwithstanding the foregoing, the City of Duluth may terminate this Agreement upon notification from the Minnesota Department of Public Safety that grant funding to fund City of Duluth's obligations hereunder has been terminated; such termination shall be effective upon the parties receiving notice thereof.

ARTICLE VI

Standard of Performance

The City of Hermantown agrees that all services to be provided 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 the City of Hermantown in accordance with requirements prescribed by Grant. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

B. Documentation of Costs

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

C. Reports and Information

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

D. Audits and Inspections

The City of Hermantown shall ensure that at any time during normal business hours, there shall be made available to any party, for examination, all of its records with respect to all matters covered by this Agreement. The City of Hermantown will also permit any party, State, or Federal agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

E. Information

All reports, data, information, documentation and material given to or prepared by the City of Hermantown pursuant to this Agreement will be public 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 any party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. None of the parties or any officers or employees thereof shall be considered an employee of any 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 any party and their employees while so engaged and any and all claims whatsoever on behalf of any party arising out of employment or alleged employment, including without limitation, claims of discrimination against any party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither the parties 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 another party.

ARTICLE IX

Liability

A. As Between the Parties

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 any party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapters 466 or 3.736 as applicable or to extend the amount of liability of any party to amounts in excess of that specified in said Chapters.

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

Each party and their respective officers, agents, servants and employees as part of the consideration under this Agreement, does 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

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

ARTICLE XII

Notices

Notice to the parties 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:

CITY OF DULUTH: Lt. Ryan Morris
City of Duluth Police Department
2030 N. Arlington Avenue
Duluth, MN 55811

Hermantown: Chief James Crace
Chief of Police
Hermantown Police Department
5111 Maple Grove Road
Hermantown, MN 55811-3605

ARTICLE XIII

Waiver

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

ARTICLE XVII

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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

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

CITY OF DULUTH, a Minnesota municipal corporation

CITY OF HERMANTOWN, a Minnesota municipal corporation

By: _____
Its Mayor

By: _____

Its: _____

Date: _____

Attest:

Date: _____

By: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney