

Document A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DULUTH AND CENTER FOR ALCOHOL & DRUG TREATMENT

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 CENTER FOR ALCOHOL & DRUG TREATMENT, a nonprofit corporation under the laws of the State of Minnesota, hereinafter referred to as "CADT".

WHEREAS, the parties wish to strengthen the community services available for individuals with mental illness, addiction and homelessness by utilizing a coordinated response; and

WHEREAS, the parties wish to enhance stability for individuals with mental illness, addiction and homelessness by working collaboratively to improve police response, provide a robust mental health/clinical response and improve utilization of the mobile crisis team; and

WHEREAS, to achieve the identified goals, the parties wish to embed a CADT Licensed Social Worker (LSW) within the Duluth Police Department to work collaboratively with local area mobile crisis response team members in an effort to improve upon the crisis response system; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' understanding.

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

ARTICLE I

Scope of Professional Services

A. CADT: CADT agrees that it will supply a CADT Licensed Social Worker, who will be imbedded with the Duluth Police Department, in order to better respond to individuals in the community with mental illness, addiction and homelessness. The duties of the LSW are more fully set forth in the job description attached hereto as Exhibit A. The LSW will be an employee of CADT and will act as a liason for the Duluth Police Department and CADT along with other mental health agencies. To increase coordination of services between the parties, the liason between the Duluth Police Department and the LSW will be the Duluth Police Department Community Policing Sergeant.

B. DULUTH POLICE DEPARTMENT: The Duluth Police Department agrees that it will carry out its responsibilities and provide services in a coordinated fashion by working collaboratively with the embedded CADT LSW. In addition, because the parties agree to an embedded CADT LSW, the Duluth Police Department will provide the LSW with office space and standard office equipment including a desk, telephone and computer.

ARTICLE II

Term of Agreement

Notwithstanding the date of execution, the term of this MOU shall commence on September 1, 2019 and terminate on August 31, 2020. Notwithstanding the foregoing, this agreement shall not be effective until such time as CADT is able to secure funding for the LSW through the Arrowhead Health Alliance.

ARTICLE III

Assignability

CADT shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever without the prior written approval of the CITY.

ARTICLE IV

Termination of Services

Either party may, by giving written notice at least Thirty (30) days prior to the effective date thereof, terminate this MOU in whole or in part without cause. Provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.

ARTICLE V

Information Sharing and Data Practices

Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any applicable law or policy, and that information and data are shared or made available to the receiving party in accordance with applicable law or policy. Further, each party agrees not to release, transmit, disclose or otherwise disseminate information or data associated or generated as a result of the services performed under this MOU except in accordance with applicable law.

ARTICLE VI

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 VII

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 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 VIII

Rules and Regulations

The 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 IX

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:

CADT

Center for Alcohol & Drug Treatment
Attention: Tina Silverness, CEO
314 W. Superior Street
Duluth, MN 55802

CITY

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

ARTICLE X

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 XI

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 XII

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 XIII

Execution

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

ARTICLE XIV

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.

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

CITY OF DULUTH, a Minnesota municipal corporation

Center for Alcohol & Drug Treatment, a Minnesota nonprofit corporation

By: _____
Mayor

By: _____

Date: _____

Its: _____

Attest: _____
City Clerk

Date: _____

Date: _____

Countersigned:

City Auditor

Date: _____

Approved as to form:

City Attorney

Date: _____