

**AGREEMENT FOR SERVICES  
2018 OPERATION STONEGARDEN  
ST. LOUIS COUNTY  
CITY OF DULUTH**

THIS AGREEMENT, 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, County is the recipient of a grant from the U.S. Department of Public Safety, Homeland Security and Emergency Management Division, Bureau of Customs and Border Protection, the terms of which are set forth in Operations Order OPSG FRAGO MN-St. Louis FY 18, Number 19-GFNDUM-11-001, Version 1 (hereinafter "Operations Order" attached hereto and incorporated by reference as Exhibit A), pursuant to which County is to act as fiscal agent for Operation Stonegarden, an operational plan designed to augment enforcement operations within the Duluth Border Patrol Station Area of Responsibility (hereinafter "Duluth AOR"); and

WHEREAS, pursuant to the terms of said Operations Order, City is to provide certain augmented patrol activities within its jurisdiction, for which it will be entitled to reimbursement pursuant to the terms of the Operations Order; 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 Operation Stonegarden Operations Order.

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

**ARTICLE I**

**Scope of Professional Services**

City agrees that it will, at the direction of Patrol Agent in Charge of the Duluth Border Patrol Station and in cooperation with County, provide those services designated to be provided by the Duluth Police Department in the Operations Order, and provide other necessary professional services generally relating thereto. In the event of any conflict between the terms of the Operations Order and this Agreement, the terms and conditions of the Operations Order shall control.

## ARTICLE II

### Reimbursement for Expenses

#### A. Reimbursement for Services

County hereby agrees to reimburse City 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 \$44,035. For the purposes of this Agreement, “Eligible Costs” shall mean the costs incurred by City for operational overtime and fringe benefits paid to or on behalf of employees providing services relating to the work provided hereunder at the rates set forth in Exhibit A. Requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as County shall reasonably request. Upon receipt of said request and the appropriate documentation, County shall promptly reimburse City for the “Eligible Costs” up to the amount set forth in Exhibit A.

#### B. Reimbursement for Equipment

County hereby agrees to reimburse City for “Eligible Costs” incurred by it for the purchase of equipment under the terms and conditions of this Agreement in an amount not to exceed \$22,305. For the purposes of this Agreement, “Eligible Costs” shall mean the costs incurred by City for purchasing portable radios. Requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as County shall reasonably request. Upon receipt of said request and the appropriate documentation, County shall promptly reimburse City for the “Eligible Costs” up to the amount set forth in Exhibit A.

#### C. Deposit of Funds

All reimbursement received pursuant to Paragraph A. above shall be deposited in City Fund 215-200-2297-4210-02.

## ARTICLE III

### Assignability

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

## ARTICLE IV

### Term

The Term of this Agreement shall be deemed to have commenced on September 1, 2018, and shall run through August 31, 2021.

## 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. City shall be reimbursed for services performed and expenses incurred prior to the date of termination, subject to the availability of the grant funding. Upon termination of this Agreement for any cause City shall be entitled to retain ownership and title to any vehicle and equipment purchased pursuant to the Operations Order.

## ARTICLE VI

### Standard of Performance

City agrees that all services to be provided to County 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 City in accordance with requirements prescribed by County 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

City 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

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

#### D. Audits and Inspections

City 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 County for examination, duplication, transcription, and audit by the County, as often as County may deem necessary.

E. Information

All reports, data, information, documentation and material given or prepared by the City 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

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 Sheriff  
                                    100 North 5<sup>th</sup> Avenue West  
                                    Room 103 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 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.]*

**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: \_\_\_\_\_  
Frank Jewel, Chair of County Board

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

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

Attest:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Don Dicklich  
Auditor/Clerk of the Board

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

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

Approved as to Form:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Ross Litman, Sheriff

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

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

Countersigned:

Approved as to form and Execution:  
MARK RUBIN, St. Louis County Attorney

\_\_\_\_\_  
City Auditor

By: \_\_\_\_\_  
Thomas Stanley  
Assistant County Attorney

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

Dated: \_\_\_\_\_

Damion # \_\_\_\_\_