

**2017 TOWARD ZERO DEATHS ENFORCEMENT GRANT
AGREEMENT
CITY OF DULUTH
LAKE SUPERIOR TRAFFIC ENFORCEMENT TEAM**

THIS AGREEMENT, 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 St. Louis County, a Minnesota county acting through its governing body, hereinafter referred to as "County", and University of Minnesota - Duluth Police Department, hereinafter referred to as "UMD Police", and City of Hermantown, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Hermantown", and City of Proctor, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Proctor", and City of Floodwood, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Floodwood".

WHEREAS, City of Duluth is the recipient of a 2017 Towards Zero Deaths Enforcement Grant (hereinafter referred to as "Grant") from the Minnesota Department of Public Safety in an amount not to exceed \$251,025;

WHEREAS, pursuant to the terms of said Grant, City of Duluth is to support the Lake Superior Traffic Enforcement Team Enforcement Plan (hereinafter referred to as "Enforcement Plan") to reduce the number of fatal crashes and injuries in southern St. Louis County, Minnesota, for which Lake Superior Traffic Enforcement Team parties will be entitled to reimbursement under the terms of the Grant; and

WHEREAS, the City of Duluth, County, UMD Police, Hermantown, Proctor, and Floodwood are collectively referred to as the Lake Superior Traffic Enforcement Team for purposes of the 2017 Toward Zero Deaths Project.

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

Each member of the Lake Superior Traffic Enforcement Team ("Team Member") agrees that it will be responsible to provide its respective services as generally described in the Grant Agreement and Shift Plan copies of which are attached hereto and made a part hereof as Exhibits A and B and provide other necessary professional services generally relating thereto.

ARTICLE II

Reimbursement for Expenses

Each Team Member shall be entitled to be reimbursed by City of Duluth for the cost of providing services in an amount not to exceed the following:

Team Member	Maximum Reimbursement Amount	Additional Funds
City of Duluth Police Dept.	\$128,063.00	
	\$2,650.00	Administration & Management Overtime
St. Louis County Sheriff's Department	\$25,677.00	
	\$17,500.00	911 Dispatch
UMD Police Dept.	\$7,980.00	
Hermantown Police Dept.	\$30,029.00	
Proctor Police Dept.	\$25,350.00	
Floodwood Police Dept.	\$12,576.00	
TZD Conference	\$1,200.00	\$200/agency reimbursement
TOTAL	\$251,025.00	

Upon the expenditure of funds in support of the Grant Agreement and Shift Plan and presentation to City of Duluth of documentation establishing the expenses, City of Duluth shall promptly reimburse Team Members for said costs up to the amount set forth above. All reimbursements from City of Duluth to Team Members pursuant to this Agreement shall be issued from City of Duluth Fund 215-200-2209-5447 (Duluth Police Grant Programs, Police, 2017 TZD Grant, Payments to Other Government Agencies).

ARTICLE III

Assignability

The Team Members shall not in any way assign or transfer any of their 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 October 1, 2016 and run concurrently with the Grant Term and expire on September 30, 2017.

ARTICLE V

Termination of Services

Any Team Member 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. Such termination shall not affect the remaining Team Member's rights and obligations. 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

Each Team Member 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 each Team Member 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

Each Team Member 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

Each party 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

Each Team Member 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. Each Team Member 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 each Team Member 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 Team Member 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 Team Members 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. Chad Nagorski
City of Duluth Police Department
2030 N. Arlington Avenue
Duluth, MN 55811

County: Sheriff Ross Litman
St. Louis County Sheriff's Office
100 North 5th Avenue West
Duluth, MN 55802

Hermantown:	Chief James Crace Chief of Police Hermantown Police Department 5111 Maple Grove Road Hermantown, MN 55811-3605
UMD Police	Kevin McKosky Sr. Associate Director Office Of Sponsored Projects Administration 450 McNamara Alumni Center 200 Oak Street S.E. Minneapolis, MN 55455-2070
Floodwood:	Jessica Rich City Administrator City of Floodwood 111 W. 8 th Ave. Floodwood, MN 55736
Proctor:	James Rohweder City Administrator City of Proctor 100 Poink Drive Proctor, MN 55810

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

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

Date: _____

Attest: _____

City Clerk

Date: _____

Countersigned:

City Auditor

Date: _____

Approved as to form:

City Attorney

Date: _____

By: _____


Pete Stauber, County Board Chair
Steve Raukare " " " 2016

By: _____


Donald Dicklich, Auditor/Clerk of the Board

By: _____


Ross L. Titman, Sheriff 102616

Approved as to form and execution:

MARK RUBIN

St. Louis County Attorney

By: _____


Thomas Stalley
Assistant County Attorney
Damian 2016-10765



*Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota*

*Adopted on: October 25, 2016 Resolution No. 16-644
Offered by Commissioner: Boyle*

Toward Zero Deaths Agreement with the City of Duluth

WHEREAS, The City of Duluth has been awarded the 2017 Toward Zero Deaths grant; and
WHEREAS, The grant is intended for participation by several governmental units, including St. Louis County;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes an agreement with the City of Duluth to participate in the 2017 Toward Zero Deaths grant program in the amount of \$43,177, to be accounted for as follows:

\$37,647 Fund 100, Agency 129999, Grant 12902, Year 2017
\$ 2,200 Fund 100, Agency 129999, Grant 12922, Year 2017
\$ 3,330 Fund 100, Agency 129999, Grant 12951, Year 2017

RESOLVED FURTHER, That the St. Louis County Board authorizes the appropriate county officials to sign any associated contract documents.

Commissioner Boyle moved the adoption of the Resolution and it was declared adopted upon the following vote.
Yeas – Commissioners Boyle, Dahlberg, Rukavina, Stauber and Vice-Chair Jewell – 5
Nays – None
Absent – Commissioner Nelson and Chair Raukar - 2

STATE OF MINNESOTA
Office of County Auditor, ss.
County of St. Louis

I, DONALD DICKLICH, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 25th day of October, A.D. 2016, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 25th day of October, A.D., 2016.

DONALD DICKLICH, COUNTY AUDITOR

By

Deputy Auditor/Clerk of the County Board

CITY OF PROCTOR, a Minnesota municipal corporation

By: Dan Brewer

Its: Mayor

CITY OF FLOODWOOD, a Minnesota municipal corporation

By: _____

Its: _____

CITY OF HERMANTOWN, a Minnesota municipal corporation

By: _____

Its: _____

**Regents of the University of Minnesota for
the UMD UNIVERSITY POLICE
DEPARTMENT**

By: _____

Its: _____

David M. Brenna
Mayor

Mark Casey
Administrator

City of Proctor

You Have A Place In Proctor

COUNCILORS
Jake P. Benson
Shawn A. McGovern
James R. Schwarzbauer
Travis J. White

100 Pionk Drive • Proctor, Minnesota 55810-1700 • (218) 624-3641 • Fax (218) 624-9459 • email: cityhall@proctormn.gov


Resolution No. 57-16
Authorizing Execution of Agreement
For the City of Proctor

BE IT RESOLVED, that the City Council of Proctor agrees to enter into a cooperative agreement with the Minnesota Department of the Public Safety for the project entitled "2017 - Toward Zero Death Campaign".

Walter Wobig is hereby authorized to execute agreement and amendments, as are necessary to implement the project on behalf of the City of Proctor Police Department.

I certify that the above resolution was adopted by the City Council of the City of Proctor on Monday, November 7, 2016.

By: _____


David Brenna
Mayor

ATTEST: _____


Mark Casey
City Administrator

CITY OF PROCTOR, a Minnesota municipal corporation

By: _____

Its: _____

CITY OF FLOODWOOD, a Minnesota municipal corporation

By: _____

Its: _____

CITY OF HERMANTOWN, a Minnesota municipal corporation

By: Wayne Bock

Its: Mayor

By: Nehorah Lund

Its: City Clerk

**Regents of the University of Minnesota for
the UMD UNIVERSITY POLICE
DEPARTMENT**

By: _____

Its: _____

Resolution No. 2016-139

**RESOLUTION APPROVING THE 2017 TOWARD ZERO DEATHS
ENFORCEMENT GRANT AGREEMENT**

WHEREAS, the City of Duluth is the recipient of a 2017 Towards Zero Deaths Law Enforcement Grant (herein after referred to as "Grant") from the Minnesota Department of Public Safety in an amount not to exceed \$251,025.00; and

WHEREAS, pursuant to the terms of said Grant the City of Duluth is to support the lake Superior Traffic Enforcement Team Enforcement Plan (hereinafter referred to as "Enforcement Plan") to reduce the number of fatal crashes and injuries in southern St. Louis County, Minnesota, for which the Lake Superior Traffic Enforcement Team parties will be entitled to reimbursement under the terms of the Grant; and

WHEREAS, the City of Duluth, County, UMD Police, Hermantown, Proctor and Floodwood are collectively referred to as the Lake Superior Traffic Enforcement Team for purposes of the 2017 Toward Zero Deaths Project; and

WHEREAS, the parties hereto did enter into an agreement memorializing the parties' rights and responsibilities in the implementation of said Grant; and

WHEREAS, the parties hereto desire to amend the Agreement as stated in Exhibit "A", attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown, Minnesota, as follows:

1. The Mayor is hereby authorized to execute and deliver the Agreement attached hereto as Exhibit A.
2. The amounts payable pursuant to this resolution shall be charged to Fund 101-331998.

Councilor Peterson introduced the foregoing resolution and moved it adoption.

The motion for the adoption of such resolution was seconded by Councilor Koski, and upon a vote being taken thereon, the following voted in favor thereof:

Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye

and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted.

Office of City Clerk

Hermantown, MN

DEBORAH LUND, City Clerk

RESOLUTION NO. 2016-139

RESOLUTION APPROVING THE 2017 TOWARD ZERO DEATHS ENFORCEMENT GRANT AGREEMENT

Motion made by Councilor Peterson, seconded by Councilor Koski to adopt Resolution 2016-137, Resolution Approving The 2017 Toward Zero Deaths Enforcement Grant Agreement. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

I, Deborah Lund, City Clerk of the City of Hermantown, Minnesota, do hereby certify that I have compared the annexed copy of Resolution passed by the City Council of the City of Hermantown on the 7th day of November 2016, with the original in my custody as City Clerk of said City, and that the same is a true and correct transcript therefrom.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City of Hermantown, the 17th day of November 2016.

DEBORAH LUND, CITY CLERK

By Deborah Lund

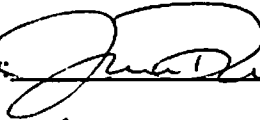
City of Hermantown, MN

CITY OF PROCTOR, a Minnesota municipal corporation

By: _____

Its: _____

CITY OF FLOODWOOD, a Minnesota municipal corporation

By:  _____

Its: Administrator _____

CITY OF HERMANTOWN, a Minnesota municipal corporation

By: _____

Its: _____

Regents of the University of Minnesota for the UMD UNIVERSITY POLICE DEPARTMENT

By: _____

Its: _____

RESOLUTION 16-1107

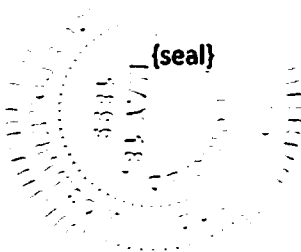
Adopted November 7, 2016

BE IT RESOLVED, that the City of Floodwood Administrator is hereby authorized to accept and execute grant agreements for the State of Minnesota, Department of Public Safety in the amount of \$12,576 to be reimbursed, by the City of Duluth, to the City of Floodwood for overtime salary, fringe benefits and administration for traffic enforcement of distracted and impaired driving.

Mayor Jeff Kletscher motioned and was supported by Council Member Vern Owens to adopt the foregoing resolution at the regular November 7, 2016 city council meeting the same was adopted upon unanimous yes vote of all members present.

Witnesses my hand and seal of office at CITY OF FLOODWOOD, Minnesota this 7th day of November, 2016


City Administrator



CITY OF PROCTOR, a Minnesota municipal corporation

By: _____

Its: _____

CITY OF HERMANTOWN, a Minnesota municipal corporation

By: _____

Its: _____

CITY OF FLOODWOOD, a Minnesota municipal corporation

By: _____

Its: _____

Regents of the University of Minnesota for the UMD UNIVERSITY POLICE DEPARTMENT

By:  _____

Its:  _____
Kevin McKoskey, Director
Sponsor Projects Administration

RESOLUTION AUTHORIZING AN AGREEMENT
WITH THE LAKE SUPERIOR TRAFFIC ENFORCEMENT TEAM PARTNER AGENCIES
FOR SERVICES UNDER A GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY
FOR THE 2017 TOWARD ZERO DEATHS PROJECT

RESOLVED, that the proper officials of the Regents of the University of Minnesota are hereby authorized to execute the 2017 Toward Zero Deaths Enforcement Grant Agreement, with the 2017 TZD Lake Superior Traffic Enforcement Team partner agencies: St. Louis County, the University of Minnesota-Duluth police department, the city of Hermantown, the city of Proctor, and the city of Floodwood for services provided under the 2017 toward zero deaths enforcement grant from the Minnesota Department of Public Safety.

STATEMENT OF PURPOSE: The Duluth police department is the designated recipient and fiscal agent of a 2017 Toward Zero Deaths enforcement project grant from the Minnesota Department of Public Safety in the total amount of \$251,025. This is a recurring grant that provides additional pass-through federal funding for the Lake Superior Traffic Enforcement Team. The purpose of this resolution is to authorize the proper University officials to accept the grant. The grant monies will be used to support overtime reimbursement for traffic enforcement. The grant period is October 1, 2016 through September 30, 2017.

I certify that the above resolution was adopted by the _____
(Executive Body)
of _____ on _____.
(Name of Jurisdiction) (Date Passed)


SIGNED:



(Signature)

Kevin McKoskey, Director
Sponsor Projects Administration

(Title)



(Date)