

**PARK POINT BEACH HOUSE OPERATION AGREEMENT
BETWEEN
CITY OF DULUTH AND DULUTH AREA FAMILY Y.M.C.A.**

THIS AGREEMENT (this “Agreement”) is by and between the City of Duluth, a Minnesota municipal corporation (the “City”), and the Duluth Area Family Y.M.C.A., a Minnesota non-profit corporation (the “YMCA”). The City and the YMCA are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City owns certain real property located on Minnesota Point, also known as Park Point, that contains several recreational amenities. The portion of the City’s property subject to this Agreement is located at 5000 Minnesota Avenue, Duluth, Minnesota 55802, and is depicted on the attached Exhibit A (the “Premises”). The Premises includes the Beach House (defined below), the Lifeguard Area (defined below), the immediately adjoining grounds to the Beach House, and all related equipment and other improvements owned by the City and located on the Premises.

WHEREAS, the YMCA provides critical services to the community through its lifeguarding operations and management of the Premises;

WHEREAS, the City and YMCA wish for YMCA to provide certain lifeguarding and related services as described in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

I. Administration.

For purposes of administering this Agreement, the City shall act through its Manager of Parks and Recreation or designee (“Parks Manager”) and the YMCA shall act through its Executive Director or designee.

II. Services: Premises, Beach House and Recreation Facilities.

A. The YMCA shall provide the following services (collectively, the “Services”): (i) providing and operating lifeguard services further-described in this Agreement; (ii) providing onsite supervision during public hours of certain portions of the Premises, including but not limited to the beach house depicted and labeled on Exhibit A, including the immediately adjoining grounds, exterior walkways, exterior stairways, exterior access ramps, and deck areas, and all equipment and improvements located thereon, which are outlined in red on the attached Exhibit A (collectively the “Beach House”); and (iii) performing maintenance and other services as set forth in this Agreement.

B. The YMCA accepts the Premises “as is,” in its present physical condition, without representations or warranties of any kind. The City makes no warranty, either express or implied, that the Premises are suitable for any purpose.

III. Term.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on May 1, 2024 and shall continue through October 31, 2024 (the "Term"), unless earlier terminated as provided for herein.

IV. Payment.

City shall reimburse the YMCA up to \$51,474.93 for the YMCA's costs incurred in providing lifeguarding and related services pursuant this Agreement. Said funds from City shall be payable from the City 205-130-1220-5310-CM205-PRGRMG-BCHSAF. City shall provide YMCA with initial advance reimbursement payment of Five Thousand Dollars (\$5,000) due and payable within 30 days of receipt of written invoice from YMCA. Subsequent reimbursement payments shall be made due and payable by City within 30 days of receipt of written invoice from YMCA.

V. Expiration or Termination.

A. Generally

1. Upon expiration or early termination of this Agreement for any reason, the YMCA shall remove all of its personal property from the Premises pursuant to this Agreement. The YMCA shall surrender possession of the Premises to the City in as good condition and state of repair as the Premises were in at the time the YMCA took possession, normal wear and tear excepted. All personal property remaining on the Premises after the YMCA surrenders possession to the City shall become the exclusive property of the City.

B. Without Cause

This Agreement may be terminated without cause by either Party by serving at least ten (10) days' written notice of termination upon the other.

VI. General Operation of the Premises.

A. The YMCA shall provide services pursuant to this Agreement between May 1, 2024 and September 30, 2024.

B. YMCA shall staff the Beach House and hold it open to the public daily from May 24, 2024 through September 2, 2024. The Beach House shall be open during staffed Lifeguarded times unless directed by City. The portions of the Beach House open to the public during the Beach House Hours of Operation shall be the bathrooms, showers and a small section of indoor seating area.

C. The YMCA shall provide the City with the name(s) and contact information of any on-site person(s) provided by the YMCA who will be responsible for the daily operation and maintenance of the Premises.

VII. Public Beach House Hours.

The YMCA's responsibilities during public open hours use of the Premises are:

1. At all times the Premises are in use (except when occupied by another permitted party or under the supervision of authorized City staff) the Premises will be supervised by an adult person who is employed by or otherwise responsible to the YMCA.
2. Cleaning the Beach House during public hours. This includes the restrooms, table areas, floor and any other space that is open to the public for the day.
3. Lifeguards or designated attendant will ensure that the Beach House is spot cleaned throughout the day, and fully cleaned by 4:30 p.m. each day when there is a rental or by end of shift when there are no rentals.
4. Public hours start when posted Lifeguard hours begin.
5. Beach House public hours will end at 4:00 p.m. on days that there is an evening rental. It will stay open later when there are no rentals.
6. Lifeguards may access the lifeguard/shared office after 4:00 p.m. by going through the door that opens onto the patio as to not disturb an evening rental.
7. Parks and Recreation will notify and/or send a schedule to designated representative of YMCA of events happening in the Beach House weekly.

VIII. Lifeguard and Beach Notification Services.

A. Lifeguard Services

The YMCA shall provide lifeguard services (the "Lifeguard Services") within the lifeguard area identified on Exhibit A (the "Lifeguard Area"). The Lifeguard Services shall be provided based on Exhibit B (the "Hours of Lifeguarding Schedule") and/or on other dates and times agreed upon in writing by both Parties in advance. The YMCA shall provide not less than two (2) on-duty lifeguards at all times. All lifeguards shall be trained and hold the required certification and licenses necessary to perform their job duties. The YMCA shall be responsible for hiring, screening, and supervising the lifeguards and ensuring that competent, certified lifeguards are present in sufficient number to safely and sufficiently serve the Lifeguard Area and its users.

B. Non-Lifeguarding Services

The YMCA shall provide staff on any days deemed unsafe for lifeguarding (Red Flag days, cold weather, or cold-water days). Responsibilities include opening the beach house to the public for restrooms and seating, and providing education on red flags or dangerous swimming conditions as they apply.

The Park Point Beach House may be closed and non-lifeguarding services not performed if one or more of the following conditions are met:

- Air temperatures fall below 55 degrees
- Dense fog or heavy overcast
- Light rain to heavy thunderstorms

C. Beach Notification Services

1. The YMCA shall determine, based on water and weather conditions and in consultation with the City of Duluth Fire Department, the days and times that the Park Point Recreation Beach Area/Lifeguard Area shall be “open.” The City’s Fire Department shall have the final decision making authority on beach closures. The YMCA shall develop and implement beach closing procedures based on the Duluth Fire Department flag warning system. The YMCA shall take the steps necessary to properly close the Lifeguard Area to swimming and notify beach users.

2. When the Lifeguard Area is open to swimming, the YMCA shall continuously monitor the conditions and report to the Fire Department if/when conditions deteriorate.

D. Use of Certain City Equipment

It is acknowledged that under prior agreements, the City permitted the YMCA to use certain lifeguarding and/or beach-related equipment, and the YMCA may continue to use such equipment under this Agreement. The YMCA shall be responsible for the replacement of any necessary equipment during the Term. Upon expiration or termination of this Agreement, whichever occurs first, the lifeguarding and/or beach-related equipment shall remain the property of the City.

E. Beach House Maintenance

YMCA shall:

1. Provide, at its expense, the cleaning and general maintenance supplies for their program needs, to properly operate and maintain the Premises in a safe and reasonable state of repair, normal wear and tear excepted. YMCA shall maintain the Premises in a neat and clean fashion, including but not limited to removing all litter or other waste and properly disposing of same into the disposal containers provided at or within the Premises, including the Lifeguard Area and that portion of the beach extending two hundred (200) feet in either direction of the Lifeguard Area.
2. Provide all staff and other equipment necessary to clean and maintain the Premises as required by this Agreement.
3. Comply with the City’s guidelines relating to recycling, energy efficiency, and maintenance of the Premises.
4. Clean the Premises daily, including but not limited to hourly cleaning of the touchpoints within the bathrooms located on the Premises.
5. Empty and maintain daily all trash containers inside and outside of the Beach House, including all stairs, deck and plaza areas. This requirement shall not apply to the greenspace or recreational areas within the Premises.
6. Maintain the handicap access ramp leading to the Beach House and keeping all hard surfaces clear of sand and debris.
7. Close and secure the Beach House when not in use.
8. Provide day-to-day janitorial cleaning and other minor maintenance not requiring a licensed or skilled tradesperson during public hours.
9. Promptly notify the City of necessary major repair work, including any repair work that requires a licensed or skilled tradesperson, so that the City can make the necessary repairs or arrange for a service provider of the City’s choice to make the repairs.

IX. City's Responsibilities.

- A. The City shall provide and pay for local telephone service, electricity, water, garbage/recycling pick-up, and sewer utilities for the Beach House.
- B. The City shall provide necessary major repairs and non-routine maintenance to the structural and mechanical components of all existing buildings and plumbing and electrical systems.

X. Incident Reports.

The YMCA shall promptly notify the Parks Manager and the PFM Manager in writing of any incident of injury or loss or damage to the City's property or to any employee, agent, user, participant or invitee occurring on or within the Premises during the Term. Such incident shall be reported using the form of the Incident Report attached as Exhibit C.

XI. Communications.

- A. The Parties acknowledge that a full and complete exchange of information is necessary for a successful relationship, and each party shall communicate openly and regularly with the other with regard to this Agreement.
- B. The Parties agree to meet during the last month of the Term to jointly inspect the Premises to determine whether the Premises are in all respects in proper condition.
- C. For general questions about the terms of this Agreement or day-to-day questions about operation and maintenance of the Premises, the Parties agree that the following named persons shall be the primary contacts:

City of Duluth
Attn: Alicia Watts
Assistant Parks Manager
411 W. First Street, Ground Floor
Duluth, Minnesota 55802
(218) 730-4301
awatts@duluthmn.gov

Duluth Area Family YMCA
Attn: Cheryl Podtburg
Risk & Safety Manager
302 W. First Street
Duluth, Minnesota 55802
(218) 722-4745 x115
cpodtburg@duluthymca.org

The parties may designate other contact persons from time to time in writing.

XII. Insurance.

- A. The YMCA, at its sole cost and expense, shall procure and maintain continuously in force Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of not less than \$1,500,000 for property damage liability. Insurance required in this Agreement shall be taken out and

maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors – protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. The YMCA shall provide the City with Certificates of Insurance evidencing the required insurance coverage. The required insurance policies are subject to approval by the City Attorney, shall name the City as an additional insured and shall provide for at least 30 days' written notice to the City prior to the cancellation or modification of the policy. The YMCA shall provide copies of all insurance policies required by this Agreement within 10 days of the City's written request. The City reserves the right to require the YMCA to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

- B. The City does not represent or guarantee that the types or limits of coverage required by this Agreement are adequate to protect the YMCA's interests and liabilities.
- C. The City shall not be liable to the YMCA for any injury or damage resulting from any defect in the construction or condition of the Premises nor for any damage that may result from the negligence of any other person whatsoever.
- D. The YMCA shall provide evidence of Statutory Minnesota Workers' Compensation Insurance as requested by the City.

XIII. Hold Harmless and Indemnification.

- A. To the fullest extent permitted by law, YMCA agrees that it shall defend, indemnify, and hold harmless the City, its officers, employees, and agents, past or present, from and against any and all claims including but not limited to claims for contribution or indemnity, demands, suits, judgments, costs, and expenses (including attorneys' fees) asserted by itself or any person or persons including agents or employees of the City of Duluth or YMCA by reason of death or injury to person or persons or the loss or damage to property arising out of, or by reason of, any act, omission, operation or work of YMCA or its employees while engaged in the execution or performance of services under this Agreement. Said obligations to defend, indemnify, and hold harmless shall include and not be limited to the obligation to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of YMCA, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by YMCA, its employees, or its agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten days' written notice from the City of Duluth, YMCA shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages. YMCA shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the sole negligent

or intentional acts or omission of the City unless YMCA should fail to comply with its insurance obligations in this contract to the detriment of City, in which case YMCA shall indemnify, defend, and hold harmless the City for any and all amounts except amounts attributed to intentional, willful or wanton acts of the City.

This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by YMCA. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466. YMCA understands this provision may affect its rights and may shift liability.

- B. To the extent permitted by Minnesota law, the City agrees to indemnify, save harmless, and defend the YMCA from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the YMCA, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of the YMCA arising out of, related to or associated with negligent acts of the City.

XIV. City Use and Access to Premises.

The YMCA shall not change locks or otherwise prohibit or inhibit the City's access to any portion of any buildings located on the Premises. The City shall be exclusively responsible for the upkeep of all door locking devices and the duplication and distribution of all keys. The YMCA is prohibited from duplicating any building key. Keys shall be distributed only to those individuals as may be designated by the City or the current official contact person of the YMCA.

XV. Independent Relationship.

Nothing contained in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the Parties or of constituting the YMCA as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. The Parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement. The YMCA's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of the YMCA's employees while so engaged and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. The YMCA and its officers and employees shall not 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 or on behalf of the City.

XVI. Third Party Beneficiaries.

This Agreement is to be construed and understood solely as an agreement between the Parties regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business shall have the right to make claim that they

are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the Parties, may be waived at any time by mutual agreement of the Parties.

XVII. Government Data Practices.

- A. The YMCA shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the YMCA under this Agreement.
- B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the YMCA. If the YMCA receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, the YMCA must immediately notify the City and consult with the City as to how the YMCA should respond to the request. The YMCA agrees to hold the City, its officers, and employees harmless from any claims resulting from the YMCA's unlawful disclosure or use of data protected under state and federal law.
- C. The YMCA acknowledges that, as provided in Minnesota Statutes Section 16C.05, Subd. 5, all of the YMCA books, records, documents, and accounting procedures and practices related to the operation and maintenance of the Premises are subject to examination by the City or the State Auditor for six (6) years from the date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, the YMCA shall provide all requested books, records, documents, and accounting procedures and practices related to the operation and maintenance of the Premises.

XVIII. Compliance with Laws.

- A. The YMCA shall make the services provided under this Agreement available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the operation, maintenance or use of the Premises.
- B. The YMCA shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Premises.
- C. The YMCA agrees to operate the Premises in compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XIX. Severability.

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

XX. Notices.

Unless otherwise provided herein, notice to the City or the YMCA shall be sufficient if sent by 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
Attn: Manager of Parks and Recreation
411 W. First Street, Ground Floor
Duluth, Minnesota 55802

Duluth Area Family YMCA
Attn: Executive Director
302 W. First Street
Duluth, Minnesota 55802

XXI. General Provisions.

- A. The recitals at the beginning of this Agreement are true and correct and are incorporated into this Agreement by reference.
- B. The right of the YMCA to use, operate and maintain the Premises is subject to the YMCA's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.
- C. The YMCA shall neither assign nor transfer any rights or obligations under this Agreement without prior written approval of the City.
- D. The Parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the Parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said Parties on their behalf will constitute and be the binding obligation and agreement of the Parties in accordance with the terms and conditions hereof.
- E. Any amendments to this Agreement shall be in writing and shall be executed by the same officers who executed this Agreement or their successors in office.
- F. The waiver by the City or the YMCA of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.
- G. This Agreement, including exhibits, constitutes the entire agreement between the Parties and supersedes all prior written and oral agreements and negotiations between the Parties relating to the subject matter hereof. The exhibits to this Agreement are as follows:

Exhibit A	Depiction of Premises
Exhibit B	Hours of Lifeguarding
Exhibit C	Incident Report Form



Printed Date: 7/7/2020

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.



Exhibit A

- Premises
- Lifeguard Area

0 90 Contract No. L 30655
180 Feet

May 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24 <i>12—5 pm</i>	25 <i>12—5 pm</i>
26 <i>12—5 pm</i>	27 <i>12—5 pm</i>	28	29	30	31	

June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 12—5 pm
2 12—5 pm	3	4	5	6	7	8 12—5 pm
9 12—5 pm	10 12—5 pm	11 12—5 pm	12 12—5 pm	13 12—5 pm	14 12—5 pm	15 CLOSED— GRANDMA'S MARATHON
16 12—5 pm	17 12—5 pm	18 12—5 pm	19 12—5 pm	20 12—5 pm	21 12—5 pm	22 12—5 pm
23 12—5 pm	24 12—5 pm	25 12—5 pm	26 12—5 pm	27 12—5 pm	28 11 am—6 pm	29 11 am—6 pm
30 11 am—6 pm						

July 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	<i>1</i> <i>12—5 pm</i>	<i>2</i> <i>12—5 pm</i>	<i>3</i> <i>12—5 pm</i>	<i>4</i> <i>11 am—6 pm</i>	<i>5</i> <i>11 am—6 pm</i>	<i>6</i> <i>11 am—6 pm</i>
<i>7</i> <i>11 am—6 pm</i>	<i>8</i> <i>12—5 pm</i>	<i>9</i> <i>12—5 pm</i>	<i>10</i> <i>12—5 pm</i>	<i>11</i> <i>12—5 pm</i>	<i>12</i> <i>11 am—6 pm</i>	<i>13</i> <i>11 am—6 pm</i>
<i>14</i> <i>11 am—6 pm</i>	<i>15</i> <i>12—5 pm</i>	<i>16</i> <i>12—5 pm</i>	<i>17</i> <i>12—5 pm</i>	<i>18</i> <i>12—5 pm</i>	<i>19</i> <i>11 am—6 pm</i>	<i>20</i> <i>11 am—6 pm</i>
<i>21</i> <i>11 am—6 pm</i>	<i>22</i> <i>12—5 pm</i>	<i>23</i> <i>12—5 pm</i>	<i>24</i> <i>12—5 pm</i>	<i>25</i> <i>12—5 pm</i>	<i>26</i> <i>11 am—6 pm</i>	<i>27</i> <i>11 am—6 pm</i>
<i>28</i> <i>11 am—6 pm</i>	<i>29</i> <i>12—5 pm</i>	<i>30</i> <i>12—5 pm</i>	<i>31</i> <i>12—5 pm</i>			

August 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 <i>12—5 pm</i>	2 <i>11 am—6 pm</i>	3 <i>11 am—6 pm</i>
4 <i>11 am—6 pm</i>	5 <i>12—5 pm</i>	6 <i>12—5 pm</i>	7 <i>12—5 pm</i>	8 <i>12—5 pm</i>	9 <i>11 am—6 pm</i>	10 <i>11 am—6 pm</i>
11 <i>11 am—6 pm</i>	12 <i>12—5 pm</i>	13 <i>12—5 pm</i>	14 <i>12—5 pm</i>	15 <i>12—5 pm</i>	16 <i>11 am—6 pm</i>	17 <i>11 am—6 pm</i>
18 <i>11 am—6 pm</i>	19 <i>12—5 pm</i>	20 <i>12—5 pm</i>	21 <i>12—5 pm</i>	22 <i>12—5 pm</i>	23 <i>11 am—6 pm</i>	24 <i>11 am—6 pm</i>
25 <i>11 am—6 pm</i>	26 <i>12—5 pm</i>	27 <i>12—5 pm</i>	28 <i>12—5 pm</i>	29 <i>12—5 pm</i>	30 <i>11 am—6 pm</i>	31 <i>11 am—6 pm</i>

September 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<i>1</i> <i>11 am—6 pm</i>	<i>2</i> <i>11 am—6 pm</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>	<i>13</i>	<i>14</i>
<i>15</i>	<i>16</i>	<i>17</i>	<i>18</i>	<i>19</i>	<i>20</i>	<i>21</i>
<i>22</i>	<i>23</i>	<i>24</i>	<i>25</i>	<i>26</i>	<i>27</i>	<i>28</i>
<i>29</i>	<i>30</i>					

City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought: <input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:	

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Date employer notified of injury: _____ Date employer notified of lost time: _____ First date of any lost time: _____ Return to work date: _____ RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Describe the nature of the illness or injury. Be specific. Include body parts affected.	
Describe the activities when injury occurred with details of how it happened.	
What tools, equipment, machines, objects and/or substances were involved?	

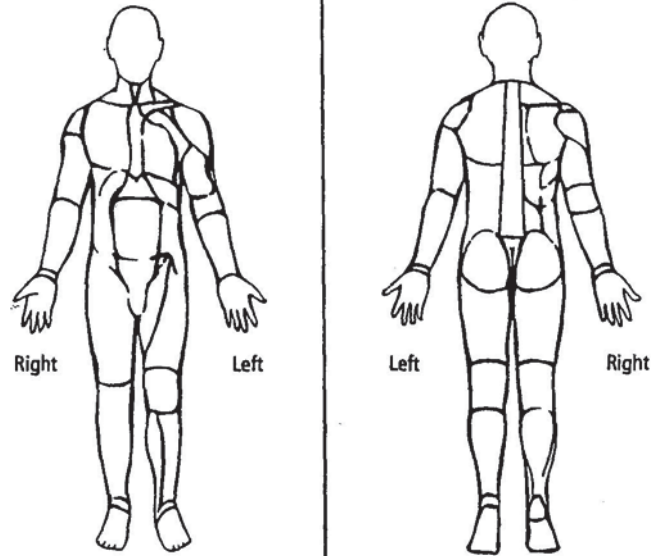
Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____
Date report completed: _____	
Supervisor name: _____	Supervisor phone number: _____
Names and phone numbers of witnesses:	
Incident was a result of:	<input type="checkbox"/> safety violation <input type="checkbox"/> machine malfunction <input type="checkbox"/> product defect <input type="checkbox"/> motor vehicle accident <input type="checkbox"/> N/A

What actions have been taken to prevent recurrence?

City of Duluth Incident/Injury Report

MARK AREAS OF INJURY BELOW:

Areas can be marked by typing an "X" in the text
Front box wherever needed. **Back**

**CAUSE**

- Slip and fall
 Struck by equipment
 Lifting or moving
 Caught (in, on, or between)
 Needle puncture
 Object in eye (Right
 Left)
 Repetitive/overuse

Other (specify): _____

TYPE OF INJURY

- Scrape/bruise
 Sprain/strain
 Puncture wound
 Cut/laceration
 Concussion
 Bite
 Chemical burn/rash/breathing difficulties
 No apparent injury
 Other (specify): _____

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.

Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

Incident Location:		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #:		
City vehicle, property, or equipment involved	Description:			
	Vehicle #:	Make/Model:	Year:	
Describe damage:				
Non-city vehicle, property, or equipment involved	Owner full name:		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other	
	Owner address:			
	Owner phone number:		Vehicle license #:	
	Make/Model:		Color:	Year:
	Describe damage:			Contract No. L 30655

<u>Weather conditions:</u> <input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow <input type="checkbox"/> Snow	<u>Roadway</u> <input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> <input type="checkbox"/> Ice	<u>Light conditions:</u> <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	Approximate temperature: _____ °F Estimated speed: _____ _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
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The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____