

DOCUMENT A

AGREEMENT FOR SERVICES COMMUNITY BASED K-9 POLICE OFFICER CITY OF DULUTH AND DULUTH TRANSIT AUTHORITY

THIS AGREEMENT is by and between the DULUTH TRANSIT AUTHORITY (hereinafter the “DTA”) and the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota (hereinafter the “City”).

WHEREAS, the DTA and the City desire to implement a mutual effort to improve transit riders’ safety, reduce crime and disorder, and improve quality of life to all areas serviced by the DTA at stops, hubs, on buses and other modes of transportation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the DTA and the City agree as follows:

ARTICLE I.

DTA COMMUNITY BASED K-9 POLICE OFFICER DEFINITION AND DUTIES

The DTA Community Based Police Officer (hereinafter the “Officer”) shall be a Duluth Police Department K-9 police officer together with a Canine Partner trained in explosives detection. The Officer shall be under the direct supervision of the Duluth Police Department’s East Area Commander or designee, and will perform the duties and responsibilities of a licensed police officer, including those set forth in the City of Duluth Job Specification attached hereto as Exhibit A.

ARTICLE II.

DTA SITES TO BE SERVED

The following DTA sites are covered under this Agreement:

1. Duluth Transportation Center, Earl Buck Operations Center, Downtown Transit Centers and bus stops;
2. DTA bus stops in all areas of the city of Duluth; and
3. On board all public transit vehicles operated by the DTA.

ARTICLE III.

HOURS OF DUTY

The Officer shall work 1,992 hours per twelve-month period. The Officer shall work full-time, essentially Monday through Friday, with the hours to be mutually agreed upon by the parties. The Officer will have a flexible schedule to accommodate DTA staff requests to facilitate problem solving in a timely fashion. If the K-9 Officer is not available for services to the DTA for at least 1,900 hours per twelve-month period, the DTA shall be entitled to a reduction in the annual sum equal to the value of the number of hours the Officer is not

available to the DTA below 1,900 hours. The reduction in payment shall be in the form of a credit in the amount paid the first month following the twelve-month period, and shall continue until the credit is recovered by the DTA. For example, the value of the hours for the period of September 1, 2019 through August 31, 2020 is \$56.63 per hour (\$112,801.50 divided by 1,992 hours equals \$56.63 per hour). If the Officer serves 1,890 hours for the twelve-month period, the reduction would be for ten hours at \$56.63 per hour, totaling \$566.30, credited against the payment due from the DTA on September 1, 2020.

This reduction would not be applied if the City provides a different Officer to serve as the DTA Liaison Officer in the absence of the K-9 Officer.

ARTICLE IV. OFFICER FUNDING

DTA shall pay City an annual sum for the Officer's services provided under this Agreement, payable in twelve (12) equal payments to City on the 1st day of each month beginning September 1, 2019, payable into Fund 215-200-2212-4264. On September 1, 2020, and each September 1st thereafter, said payment by DTA to City shall increase annually by 3% unless otherwise modified by written agreement. The following is a payment calculation:

On September 1, 2019, DTA shall pay City \$112,801.50 annually payable in twelve (12) equal payments to City on the 1st day of each month.

On September 1, 2020, DTA shall pay City \$115,971.05 annually payable in twelve (12) equal payments to City on the 1st day of each month.

On September 1, 2021, DTA shall pay City \$119,235.68 annually payable in twelve (12) equal payments to City on the 1st day of each month.

On September 1, 2022, DTA shall pay City \$122,598.25 annually payable in twelve (12) equal payments to City on the 1st day of each month.

On September 1, 2023, DTA shall pay City \$126,061.69 annually payable in twelve (12) equal payments to City on the 1st day of each month.

ARTICLE V. ACCESS

DTA shall provide City and the Officer access to all DTA sites set forth in Article II, including necessary keys and access cards.

ARTICLE VI. OFFICE SPACE

The Officer will be stationed at the DTA Transportation Center, which is the current Duluth Police Department eastern sub-station. The Officer shall be provided a key for the office.

**ARTICLE VII.
RESPONSIBILITY OF CITY**

1. The Officer shall be selected by the Chief of Police or the Chief's designee (the "Chief of Police").
2. The City shall provide the Officer with all necessary Police Department equipment, necessity determined by the Chief of Police.
3. The City shall provide the Officer with all necessary training and education, necessity determined by the Chief of Police.
4. In the event the General Manager of DTA determines that there are issues related to the performance of the assigned Officer which are detrimental to the best interests of DTA, the Chief of Police agrees to meet in good faith with the General Manager to resolve said issues.
5. Any temporary or permanent replacements for the Officer shall be selected by the Chief of Police.
6. The Officer shall be assigned to the East Area Commander of the Duluth Police Department and work under the direct and day-to-day supervision of the Community Policing Sergeant.
7. The DTA and the Duluth Police Department agree that the Officer shall be responding to general police work as needed, and shall not be exclusively serving the DTA.
8. All services to be provided to DTA pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.
9. The officer 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 the DTA, First Transit, ATE Management, or their successors.

**ARTICLE VIII.
LIABILITY**

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.

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 the Minnesota Municipal Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

**ARTICLE IX.
TERM**

This Agreement shall be in effect for five years commencing on September 1, 2019, and supercedes and replaces the five-year agreement for services of a community based police officer between the parties that commenced June 1, 2015, City Contract #22550. This agreement may be renewed for one subsequent two-year period after the initial five-year period upon prior written agreement of both DTA and City. DTA may terminate this Agreement by providing sixty (60) days written notice to the City. The City may terminate this Agreement immediately upon written notice to the DTA. Payments from DTA to the City of Officer Funding shall terminate upon termination of this Agreement.

**ARTICLE X:
CIVIL RIGHTS ASSURANCES**

DTA and City, and their officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. 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 services provided under this Agreement.
2. 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.
GENERAL PROVISIONS**

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
2. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.
3. The City and DTA shall not in any way assign or transfer any of their rights or interests under this Agreement.

4. 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.
5. The waiver by the parties 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.
6. 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.
7. Notice to DTA 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:

DTA: General Manager
 Duluth Transit Authority
 2402 W. Michigan Street
 Duluth, Minnesota, 55806

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

8. 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 intentionally left blank. Signature page to follow].

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date indicated below.

**CITY OF DULUTH, a Minnesota
Municipal Corporation**

**DULUTH TRANSIT AUTHORITY
OF DULUTH, MINNESOTA**

By _____
Mayor
Date: _____

By _____
General Manager

Attest: _____
City Clerk
Date: _____

Countersigned:

City Auditor

Approved as to Form:

City Attorney