

EXHIBIT D

DRAFT

SWIFT Contract No. _____

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its commissioner of public safety on behalf of the Bureau of Criminal Apprehension ("State") and the City of Duluth on behalf of its Police Department ("Duluth").

Recitals

1. Under Minn. Stat. § 471.59, subd.10, the State is empowered to engage such assistance as is deemed necessary.
2. Under Minn. Stat. § 471.59, subd. 3, the State is authorized to receive funds from Duluth to carry out the purposes of this contract.
3. Duluth is in need of the forensic biology examinations and associated courtroom testimony related to physical evidence recovered from crime scenes and is able to reimburse State for these services.
4. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** The Agreement is effective on January 1, 2018 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** The Agreement ends on September 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

2.1 Duluth will identify and prioritize the unsubmitted sexual assault kits that have never been sent to a forensic laboratory for testing. Duluth will deliver the prioritized kits to State for testing in batches, the size of which will be agreed on by the parties. Duluth will reimburse State for the eligible expenses incurred including supplies needed to conduct the examinations.

2.2 State will process a minimum of 175 kits submitted by Duluth under the terms of this contract. State will process the sexual assault kits in the priority order stated in writing by Duluth. Examinations will be performed in accordance with State standard operating procedures and policies.

3 Payment

Duluth will pay the State for all services performed by the State under this contract as follows: a contribution of no more than \$65,772 toward the salary and benefits of BCA Forensic staff who will be assigned to process sexual assault kits. In addition, Duluth will pay the State no more than \$49,400 toward the cost of supplies/kits used to process DNA evidence contained in the untested sexual assault kits.

State will be reimbursed on a quarterly basis upon submittal of invoices in a form acceptable to Duluth's Auditor. Requests for reimbursement shall be accompanied by such documentation as Duluth shall reasonably request. Upon receipt of State's request and the appropriate documentation, Duluth shall promptly reimburse the State for eligible expenses. All reimbursement payments to State under this contract shall be paid from Fund No. 215-200-2214-5447.

The total obligation of Duluth for all compensation and reimbursements to the State under this contract shall not exceed the sum of \$115,172.00. In the event of any conflict between the terms of the Budget and this Contract, the terms and conditions of the Budget shall be deemed controlling. The Budget is attached as Exhibit A and incorporated by reference.

4 Authorized Representatives

The State's Authorized Representative is Catherine Knutson, Deputy Superintendent, 1430 Maryland Avenue East, St. Paul, MN, 55106, 651-793-1008, or her successor.

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Duluth’s Authorized Representative is Mike Tusken, Chief of Police, City of Duluth, 2030 North Arlington Avenue, Duluth, MN, 55811, 218-730-5400.

5 Amendments, Waiver, and Contract Complete

- 5.1 *Amendments.* Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 5.2 *Waiver.* If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 5.3 *Contract Complete.* This contract contains all negotiations and agreements between the State and Duluth. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws govern State’s liability. The Municipal Tort Claims Act, Minn. Stat. §§ 466.01-466.15, and other applicable laws govern Duluth’s liability.

7 Government Data Practices

Both parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and other applicable law as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either party.

8 Audit

Under Minn. Stat. § 16C.05, subd. 5, Duluth’s books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Minnesota.

11 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.

1. CITY OF DULUTH

By: _____
Mayor

Date: _____

Attest:

By: _____
City Clerk

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

Date: _____

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SWIFT Contract No. _____

Date: _____

Countersigned:

By: _____
City Auditor

Date: _____

Approved as to Form:

By: _____
City Attorney

Date: _____

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