

**FIRST AMENDMENT TO THE 2025 TOWARD ZERO DEATHS
ENFORCEMENT GRANT AGREEMENT BETWEEN
THE CITY OF DULUTH AND
THE LAKE SUPERIOR TRAFFIC ENFORCEMENT TEAM**

THIS FIRST AGREEMENT TO 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 FY 2025 Towards Zero Deaths Enforcement Grant (hereinafter referred to as "Grant") from the Minnesota Department of Public Safety in an amount not to exceed \$111,600.00;

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 2025 Toward Zero Deaths Project;

WHEREAS, the parties did enter into an agreement memorializing the parties' rights and responsibilities in the implementation of said Grant, which agreement is dated November 12, 2024 and bears City Contract No. 24836, hereinafter referred to as "Agreement";

WHEREAS, the parties desire to amend the Agreement as stated below.

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

In this First Amendment to Agreement the deleted terms will be struck out and the added terms will be underlined.

AMENDMENT 1. That Article II, Reimbursement for Expenses, is amended as follows:

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
St. Louis County Sheriff's Office	\$15,746.00 <u>\$19,844.00</u>
UMD Police Dept.	\$4,546.00
Hermantown Police Dept.	\$24,446.00
Proctor Police Dept.	\$6,864.00
Floodwood Police Dept.	\$4,098.00 <u>\$0.00</u>
Dispatch Other	\$800.00

The remaining funds, including those not utilized by the above Team Members, will be reimbursed to the City of Duluth for services provided by the Duluth Police Department under the terms of this Grant. Upon the expenditure of funds in support of the Grant Agreement and Enforcement Calendar 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, TZD, Payment to Other Government Agencies).

Except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

[Remainder of page intentionally left 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: _____
Its Mayor

By: _____
County Board Chair

Date: _____

Date: _____

Attest:

By: _____
Nancy Nilsen, Auditor

By: _____
City Clerk

Date: _____

Date: _____

By: _____
Gordon Ramsay, Sheriff

Countersigned:

Date: _____

City Auditor

Approved as to form and execution:
KIMBERLY J. MAKI
St. Louis County Attorney

Date: _____

By: _____
Thomas Stanley
Assistant County Attorney

Approved as to form:

City Attorney

Damion# 2024-0603A1

Date: _____

Date: _____

CITY OF PROCTOR, A Minnesota
municipal corporation

CITY OF FLOODWOOD, A Minnesota
municipal corporation

By: _____

By: _____
Tad Farrell

Its: _____

Its: Mayor _____

Date: _____

Date: _____

CITY OF HERMANTOWN, A Minnesota
municipal corporation

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

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____