

# Exhibit B

**AGREEMENT BETWEEN THE CITY OF DULUTH  
AND JEFFREY R. MAAHS, PHD  
FOR THE FY 2018 COMPREHENSIVE OPIOID ABUSE SITE-BASED  
PROGRAM (COAP) AWARD**

THIS AGREEMENT is by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and Jeffrey R. Maahs, PhD, hereinafter referred to as "Researcher".

WHEREAS, the City is the recipient of an Office Of Justice Programs Award, No. 2018-AR-BX-K082 ("Award"), from the U.S. Department of Justice, pursuant to which City is to act as fiscal agent for funds to be used for the operation of the City of Duluth 2018 Comprehensive Opioid Abuse Project (hereinafter referred to as "Project"), as further described herein; and

WHEREAS, pursuant to the terms of said Award, the parties will use the funds to address and reduce opioid-related deaths in Southern St. Louis County; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' rights and responsibilities in the implementation of said Award.

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

## ARTICLE I

### Scope of Professional Services

Researcher agrees that it will carry out its responsibilities and provide those professional services in support of the Project as are outlined in the above-referenced Award. The Researcher will take on an "active research" role by providing active, ongoing assessment support, including data collection and support. The Researcher will aid the project coordinator in collecting and analyzing data on the frequency and nature of overdose contacts. The Researcher will also aid the project coordinator in developing an instrument to gauge the extent to which follow-up visits are productive, and to identify barriers to Rule 25 assessment and chemical dependency treatment. The Researcher will help troubleshoot any problems or issues that arise in the course of the program implementation. The Researcher will address the following research questions:

1. How is the training provided by the project coordinator received by first responders? What might be improved?
2. Does follow-up with overdose victims lead to increases in Rule 25 (chemical dependency) assessments and treatment?
3. What are the barriers that prevent quick/timely connection between the project coordinator and overdose victims?
4. What are the barriers that prevent overdose victims from seeking Rule 25

assessment?

5. What are the barriers that prevent overdose victims from seeking chemical dependency treatment?

6. Do overdose victims have open criminal cases that make them eligible for drug court?

7. What impact does the provision of training and naloxone kits have on overdose deaths in St. Louis County?

In addition, the Researcher will also address unanticipated research questions that arise over time. The Researcher will conduct stakeholder interviews with all agency partners to assess whether the training for and distribution of naloxone is unfolding as planned. The Researcher will, with support from the program coordinator, bear the primary responsibility for creating a final report. Upon completion of the final report, the Researcher will deliver a full final report as well as an executive summary that addresses the research questions in this proposal and outlines any policy recommendations.

## ARTICLE II

### Fees

It is agreed between the parties that Researcher shall be paid \$52.00 per hour for a total of 115 hours for year 1 of this Project. Researcher's fees for year 1 shall not exceed the sum of Five Thousand Nine Hundred Eighty Dollars (\$5,980.00).

Researcher shall be paid \$52.00 per hour for a total of 170 hours for year 2 of this Project. Researcher's fees for year 2 shall not exceed the sum of Eight Thousand Eight Hundred Forty Dollars (\$8,840.00), all fees payable from Fund Number 215-200-2225-5319 (Duluth Police Grant Programs, Police, Opioid Abuse Program, Other Professional Services). All bills for service shall be submitted quarterly to City of Duluth Police Department Grant Coordinator for obtaining authorizing signature(s) and forwarding to City of Duluth Auditor.

Researcher's fees will be paid under the terms of the Award in the amounts set forth in the Budget. In the event of any conflict between the terms of the Budget and this Agreement, the terms and conditions of the Budget shall be deemed to be controlling.

## ARTICLE III

### Assignability

Researcher shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

## ARTICLE IV

### Term

The Term of this Agreement shall run concurrently with the Budget Period set forth in the Award and shall run through September 30, 2020. Researcher's performance

under this Agreement shall commence December 11, 2018, notwithstanding the date of execution of this Agreement.

## ARTICLE V

### Termination of Services

Any party may, by giving written notice at least Thirty (30) days prior to the effective date thereof, terminate this Agreement in whole or in part without cause. Researcher shall be entitled to compensation for services properly performed to and including the date of written notice of termination of this Agreement. Provided, however, that City may terminate this Agreement upon notification from the U.S. Department of Justice that Award funding to fund City's obligations hereunder has been terminated; such termination shall be effective upon Researcher receiving notice thereof.

## ARTICLE VI

### Standard of Performance

Researcher agrees that all services to be provided to City 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 Researcher in accordance with requirements prescribed by City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.

#### B. Documentation of Costs

Researcher will ensure that all fees shall be supported by properly executed time records, invoices or other official documentation evidencing in proper detail the nature and propriety of the charges. All time records, invoices, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

#### C. Reports and Information

Researcher shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.

#### D. Audits and Inspections

Researcher shall ensure that at any time during normal business hours and as often as City may deem necessary, there shall be made available to City for examination, all of its records with respect to all matters covered by this Agreement. Researcher will also permit City, the State of Minnesota and the Federal government to audit, examine and make excerpts or transcripts from

such records, and to make audits of all contracts, invoices, materials and other data relating to all matters covered by this Agreement.

## ARTICLE VIII

### Data and Confidentiality

- a. The City agrees that it will make available all pertinent information, data and records under its control for Researcher to use in the performance of this Agreement, or to assist Researcher wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Researcher pursuant to this Agreement will be confidential and will not be released by Researcher without prior authorization from the City.
- c. All notes, reports, records and other data prepared under this Agreement shall become the property of the City upon completion or termination of the services of Researcher.

## ARTICLE IX

### 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 either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Neither party nor any officers or employees thereof shall be considered an employee of the 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 either party and their employees while so engaged and any and all claims whatsoever on behalf of either party arising out of employment or alleged employment, including without limitation, claims of discrimination against either party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither party 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 the other party.

## ARTICLE X

### 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 either party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapter 466 or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

C. Third Party Liability

Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

## ARTICLE XI

### Civil Rights Assurances

Researcher and its respective officers, agents, servants and employees, as part of the consideration under this Agreement, do 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 XII

### Rules and Regulations

The parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and County and the City and their respective agencies which are applicable to their activities under this Agreement.

## ARTICLE XIII

### Notices

Notice to the parties 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:

Researcher: Jeffrey R. Maahs, PhD  
Associate Professor  
Department of Anthropology, Sociology and Criminology  
University of Minnesota Duluth  
207 Cina Hall  
Duluth, MN 55802

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

#### ARTICLE XIV

##### Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

#### ARTICLE XV

##### 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 XVI

##### 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 XVII

##### 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.

*Remainder of this 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

**JEFFREY R. MAAHS, PhD**  
Researcher

By: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
*Jeffrey R. Maahs*

Date: 11/19/2018

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_