

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES
FY 2020 OPERATION STONEGARDEN
ST. LOUIS COUNTY
CITY OF DULUTH

THIS FIRST AMENDMENT TO 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 ST. LOUIS COUNTY, a Minnesota county acting through its governing body hereinafter referred to as "COUNTY".

WHEREAS, the County is the recipient of a grant from the U.S. Department of Public Safety, Homeland Security and Emergency Management Division, Bureau of Customs and Border Protection, the terms of which are set forth in Operations Order OPSG OO MN-St. Louis, FY 20, Number 20-GFNDUM-09-002 Version 0 (hereafter "Operations Order"), pursuant to which County is to act as fiscal agent for Operation Stonegarden, an operational plan designed to augment enforcement operations within the Duluth Border Patrol Station Area of Responsibility (hereinafter "Duluth AOR"); and

WHEREAS, the parties hereto did enter into an agreement memorializing the parties' rights and responsibilities in the implementation of said Operations Order, which agreement is executed in March of 2022 and bears City Contract No. 24302, hereinafter referred to as "Agreement"; and

WHEREAS, additional funding has been allocated to the City to be used for overtime and fringe benefits for increased services provided by Duluth Police Department law enforcement personnel within the Duluth AOR; and

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

THEREFORE, the parties agree as follows:

In this Agreement deleted terms will be ~~struck out~~ and the added terms will be underlined.

1. ARTICLE II A. Reimbursement for Services, is amended as follows:

A. Reimbursement of Services

County hereby agrees to reimburse City for "Eligible Costs" incurred by it in the performance of the work under the terms and conditions of this Agreement in an amount not to exceed ~~\$52,663-\$62,880.54~~. For the purposes of this Agreement, "Eligible Costs" shall mean the costs incurred by City for operational overtime

and fringe benefits paid to or on behalf of employees providing services relating to the work provided hereunder at the rates set forth in Exhibit A. Requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as County shall reasonably request. Upon receipt of said request and the appropriate documentation, County shall promptly reimburse City for the "Eligible Costs" up to the amount set forth in Exhibit A.

2. Except as specifically amended pursuant to this First Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH, a Minnesota Municipal Corporation

By _____
Mayor

Attest:

City Clerk
Date Attested: _____

Countersigned:

City Auditor

As to form:

City Attorney

ST. LOUIS COUNTY, a Minnesota County

By: _____
Patrick Boyle, Chair of the Board

Date: _____

By: _____
Auditor/Clerk of the Board

Date: _____

By: _____
Gordon Ramsay, Sheriff

Approved as to form and Execution:

By: _____
Thomas Stanley, Assistant County
Attorney, Damion No. 2023-0187

Date: _____