

**AGREEMENT BETWEEN THE CITY OF DULUTH  
AND THE HUMAN DEVELOPMENT CENTER  
FOR THE FY 2024 COMPREHENSIVE OPIOID STIMULANT  
AND SUBSTANCE USE SITE-BASED PROGRAM (COSSUP) AWARD**

THIS AGREEMENT is by and between the CITY OF DULUTH, a municipal corporation existing under the laws of the State of Minnesota (hereinafter referred to as "CITY"), and the HUMAN DEVELOPMENT CENTER, a private nonprofit corporation under the laws of the State of Minnesota (hereinafter referred to as "HDC").

WHEREAS, the City is the recipient of an Office of Justice Programs Award, No. 15PBJA-24-GG-04520-COAP ("Award") from the U.S. Department of Justice (Document A), pursuant to which City is to act as the fiscal agent for funds to be used for the operation of the City of Duluth BJA FY 24 Comprehensive Opioid Stimulant and Substance Use Site-based Program (COSSUP) (hereinafter referred to as the "Project"), as further described herein; and

WHEREAS, pursuant to the terms of said Award, the parties will use the funds to improve, expand, and evolve the Lake Superior Substance Use Diversion and Response Team to assist more individuals struggling with opioid, methamphetamine and other drug-related overdose events, promote quicker access to the Response Team, increase outreach, and increase access to chemical dependency assessments; and

WHEREAS, to achieve the identified goals, the parties will engage a Crisis Response Team Provider and a Licensed Alcohol and Drug Counselor; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' understanding.

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

**ARTICLE I**

**Scope of Professional Services**

- A. **HDC**: HDC 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. These services specifically include supplying a full-time Crisis Response Team Provider who will be embedded within the Behavioral Health Unit of the Duluth Police Department, and a Licensed Alcohol and Drug Counselor (LADC) who will provide services on an as-needed basis. HDC will provide these services during the grant budget period from 8/1/25 through 9/30/2027.

**ARTICLE II**

**Fees**

It is agreed between the parties that HDC shall be reimbursed for Crisis Response Provider services in an amount not to exceed the sum of Sixty three Thousand Six Hundred and Fifty Five (\$63,655) for the provision of its services hereunder. Reimbursable fees and costs include the

following: salaries, benefits, and reasonable administrative costs. In no event shall the total fees and costs exceed the sum of \$63,655 dollars.

It is agreed between the parties that LADC services shall be reimbursed at a rate not to exceed \$28.24 per hour for the provision of its services hereunder. Reimbursable fees and costs include the following: salaries, benefits, and reasonable administrative costs. LADC 's fees shall not exceed the sum of Seventy Eight Thousand One Hundred Twenty Three (\$78,123) dollars.

### ARTICLE III

#### Term of Agreement

Notwithstanding the date of execution, the term of this Agreement shall commence on August 1, 2025 and terminate on September 30, 2027.

### ARTICLE IV

#### Assignability

HDC shall not in any way assign or transfer any of their rights or interests under this Agreement in any way whatsoever without the prior written approval of the CITY.

### 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. HDC and 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 either party may terminate this Agreement immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law. Further 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 HDC receiving notice thereof.

### ARTICLE VI

#### Information Sharing and Data Practices

All data collected, created, received, maintained or disseminated for any purpose by the Parties because of this Agreement is governed by the Minnesota Data Practices Act. Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any applicable law or policy, and that information and data are shared or made available to the receiving party in accordance with applicable law or policy. Further, each party agrees not to release, transmit, disclose or otherwise disseminate information or data associated or generated as a result of the services performed under this Agreement except in accordance

with applicable law. All reports, data, information documentation and material given to or prepared by HDC pursuant to this Agreement will be confidential and will not be released by HDC without prior authorization from the City, unless required by law. 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.

## ARTICLE VII

### 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 VIII

### Standard of Performance

HDC agrees that all services to be provided pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

## ARTICLE IX

### Records and Inspections

#### A. Establishment and Maintenance of Records

Records shall be maintained by HDC 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

HDC 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

HDC 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

HDC 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. HDC 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 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

### Insurance

HDC shall comply with the following insurance obligations and shall provide the minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota and comply:

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota;

(2) Professional Liability Insurance with limits not less than \$1,000,000.

DPD does not represent or guarantee that these types or limits of coverage are adequate to protect HDC's interests and liabilities. Nothing in this provision shall affect the limitations of liability as set forth in Minnesota Statutes Chapter 466.

### Rules and Regulations

- A. 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.
- B. The parties agree to observe and comply with all applicable grant requirements including but not limited to OJP grant-monitoring guidelines, protocols and procedures and to cooperate on all grant-monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, or site visits.

## ARTICLE XII

### 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:

HDC                      Human Development Center  
                                Attention: Benjamin Hatfield  
                                120 W. 2nd St.,  
                                Duluth, MN 55802

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

## ARTICLE XIII

### 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 XIV

##### 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 XV

##### 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 XVI

##### Execution

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

#### 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.

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

*[Remainder of page intentionally left blank; signature page to follow].*

**CITY OF DULUTH** a Minnesota municipal corporation

*Human Development Center*

By: \_\_\_\_\_  
Its Mayor (City Administrator per delegated authority)

*By:* \_\_\_\_\_

*Its:* \_\_\_\_\_

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

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

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

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

Countersigned:

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

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

Approved as to form:

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

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