

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES
BETWEEN ST. LOUIS COUNTY AND THE CITY OF DULUTH
FOR FY 2019 OPERATION STONEGARDEN**

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 19, Number 20-GFNDUM-10-001 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");

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 dated January 14, 2021 and bears City Contract No. 24073, hereinafter referred to as "Agreement";

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

WHEREAS, the parties hereto desire to amend the Agreement as stated below; and
THEREFORE, the parties agree as follows:

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

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

A. Reimbursement for 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 ~~\$58,341~~ \$51,020. 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.

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

CITY OF DULUTH, a Minnesota municipal corporation **ST. LOUIS COUNTY**, a Minnesota County

By: _____
Its Mayor

By: _____
Paul McDonald, County Board Chair

Attest:

By: _____
Nancy Nilsen
Auditor/Clerk of the Board

By: _____
City Clerk

Date: _____

Countersigned:

By: _____
Ross Litman, Sheriff

City Auditor

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

Approved as to form:

By: _____
Thomas Stanley
Assistant County Attorney
Damion # 2022-15239

City Attorney