

## **Document B**

### **2023 TOWARD ZERO DEATHS ENFORCEMENT GRANT AGREEMENT CITY OF DULUTH LAKE SUPERIOR TRAFFIC ENFORCEMENT TEAM**

THIS 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 2023 Towards Zero Deaths Enforcement Grant (hereinafter referred to as "Grant") from the Minnesota Department of Public Safety in an amount not to exceed \$114,400.00;

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 2023 Toward Zero Deaths Project.

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

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

#### **ARTICLE I**

##### **Scope of Professional Services**

Each member of the Lake Superior Traffic Enforcement Team ("Team Member") agrees that it will be responsible to provide its respective services as generally described in the Grant Agreement and Enforcement Calendar, copies of which are attached hereto and made a part hereof as Document A and Exhibit B and provide other necessary professional services generally relating thereto.

## 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:

<b>Team Member</b>	<b>Maximum Reimbursement Amount</b>	<b>Additional Funds</b>
St. Louis County Sheriff's Office	\$16,063.00	
	\$2,000.00	911 Dispatch - DWI
UMD Police Dept.	\$5,138.00	
Hermantown Police Dept.	\$27,151.00	
Proctor Police Dept.	\$1,713.00	
Floodwood Police Dept.	\$5,912.00	
Dispatch Other	\$400.00	

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).

## ARTICLE III

### Assignability

The Team Members shall not in any way assign or transfer any of their respective rights or interests under this Agreement in any way whatsoever.

## ARTICLE IV

### Term

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on October 1, 2022 and run concurrently with the Grant Term and expire on September 30, 2023.

## ARTICLE V

### Termination of Services

Any Team Member may, by giving written notice at least thirty (30) days prior to the effective date thereof, terminate, without cause, a portion of the Agreement as it relates to its obligations

hereunder. The terminating party shall be entitled to compensation for services properly performed by it, to and including the date of written notice of termination of this Agreement, including reimbursable expenses. Such termination shall not affect the remaining Team Member's rights and obligations. Notwithstanding the foregoing, the City of Duluth may terminate this Agreement upon notification from the Minnesota Department of Public Safety that grant funding to fund City of Duluth's obligations hereunder has been terminated; such termination shall be effective upon the parties receiving notice thereof.

## ARTICLE VI

### Standard of Performance

Each Team Member 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 VII

### Records and Inspections

#### A. Establishment and Maintenance of Records

Records shall be maintained by each Team Member in accordance with requirements prescribed by Grant. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

#### B. Documentation of Costs

Each Team Member will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

#### C. Reports and Information

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

#### D. Audits and Inspections

Each Team Member shall ensure that at any time during normal business hours, there shall be made available to any party, for examination, all of its records with respect to all matters covered by this Agreement. Each Team Member will also permit any party, State, or Federal agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

#### E. Information

All reports, data, information, documentation and material given to or prepared by each Team Member pursuant to this Agreement will be public except as provided for in applicable Federal or state laws, rules, regulations or orders.

## ARTICLE VIII

### 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 any party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. None of the parties or any officers or employees thereof shall be considered an employee of any 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 any party and their employees while so engaged and any and all claims whatsoever on behalf of any party arising out of employment or alleged employment, including without limitation, claims of discrimination against any party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither the parties 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 another party.

## ARTICLE IX

### 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 any party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapters 466 or 3.736 as applicable or to extend the amount of liability of any party to amounts in excess of that specified in said Chapters.

#### C. Third Party Liability

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

## ARTICLE X

### Civil Rights Assurances

Each Team Member and their respective officers, agents, servants and employees as part of the consideration under this Agreement, does 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 XI

### Rules and Regulations

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

## ARTICLE XII

### Notices

Notice to Team Members 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:

CITY OF DULUTH: Lt. Ryan Morris  
City of Duluth Police Department  
2030 N. Arlington Avenue  
Duluth, MN 55811

County: Sheriff Ross Litman  
St. Louis County Sheriff's Office  
Room 103  
100 North 5th Avenue West  
Duluth, MN 55802

Hermantown: Chief James Crace  
Chief of Police  
Hermantown Police Department  
5111 Maple Grove Road  
Hermantown, MN 55811-3605

UMD Police Chief Sean Huls  
Chief of Police  
Sponsored Projects Administration, UMD  
409 Darland Admin. Bldg.  
1049 University Drive.  
Duluth, MN 55812-3011

Floodwood: City Administrator  
City of Floodwood  
111 W. 8<sup>th</sup> Ave.  
Floodwood, MN 55736

Proctor: Jessica Rich  
City Administrator  
City of Proctor  
100 Pionk Drive  
Proctor, MN 55810

#### ARTICLE XIII

##### Waiver

Any waiver by any 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

##### 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.

#### ARTICLE XVII

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

*[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: \_\_\_\_\_  
Paul McDonald, County Board Chair

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

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

Attest:

By: \_\_\_\_\_  
Nancy Nilsen, Auditor

By: \_\_\_\_\_  
City Clerk

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

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

By: \_\_\_\_\_  
Ross Litman, Sheriff

Countersigned:

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

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

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

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

Approved as to form:

By: \_\_\_\_\_  
Thomas Stanley  
Assistant County Attorney

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

Damion# 2022-15239

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: \_\_\_\_\_