

# Exhibit B

## **PARTNER AGREEMENT REGARDING FY 2016 NATIONAL SEXUAL ASSAULT KIT INITIATIVE (“SAKI”) BETWEEN THE CITY OF DULUTH AND PROGRAM FOR AID TO VICTIMS OF SEXUAL ASSAULT, INC. (PAVSA)**

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 the PROGRAM FOR AID TO VICTIMS OF SEXUAL ASSAULT, INC., a private non-profit corporation under the laws of the State of Minnesota, hereinafter referred to as “PAVSA”.

WHEREAS, the City is the recipient of a National Sexual Assault Kit Initiative (“SAKI”) Grant, Award No. 2016-AK-BX-K009 (“Grant”), from the Bureau of Justice Assistance of the U.S. Department of Justice (Exhibit B), pursuant to which City is to act as fiscal agent for funds to be used for the operation of the City of Duluth 2016 Sexual Assault Kit Initiative Project (hereinafter referred to as “Project”), as further described herein; and

WHEREAS, pursuant to the terms of said Grant, the parties will use the funds to support a multidisciplinary community response team to engage in the comprehensive reform of the approach to sexual assault cases from evidence found in previously unsubmitted sexual assault kits that have never been submitted to a crime laboratory for testing; 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 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

PAVSA: PAVSA 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 Grant, and specifically shall furnish one half-time employee as a Sexual Assault Nurse Examination (SANE) program coordinator. This employee will participate as a member of a multidisciplinary community response team addressing sexual assault cases resulting from evidence found in previously unsubmitted sexual assault kits (SAKs). The goal of the SAKI is the creation of a coordinated community response that ensures just resolution to these cases whenever possible through a victim-centered approach,

as well as to build the capacity to prevent the development of conditions that lead to high numbers of unsubmitted SAKs in the future. Protocol and procedures will be implemented to enhance the investigation and prosecution of cases resulting from the testing process and to facilitate victim engagement and support. The salary and fringe benefits of this employee will be reimbursed under the terms of the Grant in the respective 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 controlling.

## ARTICLE II

### Reimbursement for Expenses

City agrees to reimburse PAVSA for eligible expenses incurred in carrying out its respective responsibilities under Article I of this Agreement. Expenses shall be reimbursed on a quarterly basis upon submittal of invoices in a form acceptable to the City's Auditor; provided that such reimbursement shall not exceed the amounts set forth in the Budget. Requests for reimbursement shall be accompanied by such documentation as City shall reasonably request. Upon receipt of said request and the appropriate documentation, City shall promptly reimburse PAVSA for eligible expenses. All reimbursement payments to PAVSA pursuant to this Agreement shall be paid from Fund 215-200-2214-5447.

## ARTICLE III

### Assignability

PAVSA 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 Grant award and shall run through September 30, 2019.

## 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. PAVSA shall be entitled to compensation for services properly performed, respectively, to and including the date of written notice of termination of this Agreement, including reimbursable expenses. Provided, however, that City may terminate this Agreement upon notification from the U.S. Department of Justice that grant funding to fund City's obligations hereunder has been terminated; such termination shall be effective upon PAVSA receiving notice thereof.

## ARTICLE VI

### Standard of Performance

PAVSA 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 PAVSA 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

PAVSA 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

PAVSA 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

PAVSA 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 their records with respect to all matters covered by this Agreement. PAVSA 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, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

## 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 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 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 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 X

### Civil Rights Assurances

PAVSA 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 XI

### 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 the City and their respective agencies which are applicable to their activities under this Agreement.

## 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:

PAVSA:                      Program for Aid to Victims of Sexual Assault, Inc.  
32 East 1<sup>st</sup> Street, Suite 200  
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

### 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 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  
Minnesota County municipal corporation

**PROGRAM FOR AID TO VICTIMS  
OF SEXUAL ASSAULT, INC.**, a private  
non-profit corporation

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

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

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

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

Dated: \_\_\_\_\_

Countersigned:

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

Approved as to form:

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