

Document A

DESK SPACE AND TELEPHONE SERVICE REIMBURSEMENT AGREEMENT

This agreement is between the City of Duluth ("City"), a municipal corporation, and Arrowhead Regional Corrections ("ARC").

AGREEMENT

1. Term of Agreement

The term of this agreement shall commence on September 1, 2015, notwithstanding the date of execution, and continue through August 31, 2018, subject to the right of either party to terminate this Agreement per Paragraph 8 below. This Agreement may be extended for two additional one-year periods upon the agreement of both parties.

2. Telephone Services

The City agrees to provide six desk spaces and telephone services to ARC at the West Police Station located at 5830 Grand Avenue, Duluth, Minnesota. ARC agrees to pay the fees detailed below:

Service	Fee to ARC
Phone service including dial tone/non-analog/voicemail	\$40.00/month
Phone device maintenance	6 phones @ \$5.00 per phone/month

ARC acknowledges that it owes the City \$600.00 in fees for use of the City's phone services that were incurred through December 31, 2016. Within 30 days of execution of this agreement, ARC agrees to immediately pay to the City the sum of \$600.00 for these past phone services. Beginning January 1, 2017, ARC agrees to pay ongoing phone service and phone maintenance fees on a quarterly basis per the above fee schedule, with the first quarterly payment due by March 1, 2017 and continuing on a quarterly basis thereafter. Fees are to be deposited in City Fund Number 110-121-1107-4320 (General Fund, Public Administration, Information Technology, MIS Services). All fees for phone services are subject to an annual change. City will provide ARC with written notice of any increases at least thirty (30) days prior to the effective date of the increase.

3. Authorized Representative

City's Authorized Representative is David Montgomery, Chief Administrative Officer or his successor. ARC's Authorized Representative is Wally Kostich, Chief Probation Officer or his successor.

4. Notices

Notice to City or ARC 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: David Montgomery
Chief Administrative Officer
City of Duluth
Room 402 City Hall
411 West First Street
Duluth, MN 55802

ARC : Wally Kostich
Chief Probation Officer
Arrowhead Regional Corrections
Room 303
320 W 2nd Street
Duluth MN 55802

5. Indemnity

ARC agrees that it shall, to the fullest extent permitted by law, defend, indemnify and save harmless, City and its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, by reason of ARC's use of the desk space and phone services hereunder and its negligent acts or omissions in the performance of its obligations under this Agreement. On ten (10) days written notice from the City, ARC will appear and defend all lawsuits against City growing out of such injuries or damage.

Exclusion of Warranties

6. The desk space and phone services are provided by City "as is" without warranty or representation of any kind. Without limiting the generality of the foregoing, the City hereby disclaims all other representations, warranties and conditions, express or implied, whether arising under statute, from a course of dealing, usage, custom or trade, or otherwise, regarding the space and services provided or failed to be provided under this agreement, including but not limited to, any implied warranty or condition of merchantable quality, merchantability, durability, fitness for a particular purpose, non-infringement, accessibility, privacy of files or security.

7. Non-Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

8. Termination

Either party may terminate this Agreement at any time, with or without cause, upon ten (10) day's written notice to the other party.

9. 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.

10. Non Joint Venture Status
This Agreement is not intended nor should it be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures or associates between the parties hereto. ARC and its officers, agents and employees shall not be considered an employee of the City.
11. Compliance with Law
ARC agrees 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 its activities under this Agreement including all laws and rules relating to security of persons and property as well as criminal justice data.
12. 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.
13. 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.

WHEREFORE, City and ARC have executed this Agreement as of the date first below written.

City of Duluth

Arrowhead Regional Corrections

By: _____
Mayor

By: _____

Attest:

Title: _____

By: _____
City Clerk

Date: _____

Date: _____

Countersigned:

By: _____
City Auditor

Approved as to form:

City Attorney