

Document A

AGREEMENT FOR SERVICES PUBLICLY OWNED AND MANAGED HOUSING COMMUNITY BASED POLICE OFFICER CITY OF DULUTH AND HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH, MINNESOTA

THIS AGREEMENT is by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH, MINNESOTA (hereinafter the "HRA") and the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota (hereinafter the "City").

WHEREAS, the HRA and the City desire to implement a mutual effort to improve social conditions which may otherwise foster drug use, criminal activities, and other abuses or public disruptions at Duluth HRA owned and managed sites.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the HRA and the City agree as follows:

ARTICLE I. PUBLICLY OWNED AND MANAGED HOUSING COMMUNITY BASED POLICE OFFICER DEFINITION AND DUTIES

The Publicly Owned and Managed Housing Community Based Police Officer (hereinafter the "Officer") shall be a Duluth Police Department police officer under the direct supervision of the Community Policing Lieutenant, and shall have the duties and responsibilities set forth in the Job Specification attached hereto as Exhibit A.

ARTICLE II. HRA SITES TO BE SERVED

The following HRA sites are covered under this Agreement:

1. King Manor
2. Grandview Manor
3. Tri-Towers
4. Ramsey Manor
5. Midtowne Manors I and II
6. Harbor Highlands
7. Gateway Towers
8. Esmond Building
9. Approximately 300 public housing site homes in the City of Duluth.
 - A. A list of these said public housing site homes shall be provided by HRA to City and Officer.
10. Any other properties HRA may acquire or manage during this contract.

ARTICLE III. HOURS OF DUTY

See Duluth Police Department Publicly Owned and Managed Community Based Police Officer Job Specification attached as Exhibit A.

ARTICLE IV. OFFICER FUNDING

HRA shall pay City \$90,000.00 annually for the Officer's services provided under this Agreement, payable in twelve (12) equal payments to City on the 1st day of each month beginning May 1, 2018, payable into Fund 215-200-2293-4262. The following is a payment calculation:

On May 1, 2018, HRA shall pay City \$90,000.00 annually payable in twelve (12) equal payments to City on the 1st day of each month.

On May 1, 2019, HRA shall pay City \$90,000.00 annually payable in twelve (12) equal payments to City on the 1st day of each month.

On May 1, 2020, HRA shall pay City \$90,000.00 annually payable in twelve (12) equal payments to City on the 1st day of each month.

ARTICLE V. ACCESS

HRA shall provide City and the Officer access to all HRA sites set forth in Article II, including necessary keys and access cards.

ARTICLE VI. RESPONSIBILITY OF CITY

1. The Officer shall be selected by the Chief of Police or the Chief's designee.
2. The City shall provide the Officer with all necessary Police Department equipment, necessity determined by the Chief of Police or the Chief's designee.
3. The City shall provide the Officer with all necessary training and education, necessity determined by the Chief of Police or the Chief's designee.
4. Any temporary or permanent replacements for the Officer shall be selected by the Chief of Police or the Chief's designee.

ARTICLE VII. LIABILITY

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.

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 the Minnesota Municipal Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

ARTICLE VIII. TERM

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on May 1, 2018. This Agreement shall be in effect for three years commencing on May 1, 2018, and may be renewed for subsequent one year periods after said three-year period upon annual written agreement of both HRA and City. HRA may terminate this Agreement by providing two months' written notice to the City. The City may terminate this Agreement immediately upon written notice to the HRA.

ARTICLE IX: CIVIL RIGHTS ASSURANCES

HRA and City, and their officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. 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 services provided under this Agreement.

2. 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 X. GENERAL PROVISIONS

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
2. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.
3. The City and HRA shall not in any way assign or transfer any of their rights or interests under this Agreement.
4. 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.
5. The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.
6. 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.
7. Notice to HRA or City 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:

HRA: Executive Director
Housing and Redevelopment Authority
222 E. East Second Street
Duluth, Minnesota 55802

City: Chief of Police
City of Duluth
2030 N. Arlington Avenue
Duluth, Minnesota 55811

8. 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, the parties hereto have set their hands the day and date shown below.

**CITY OF DULUTH, a Minnesota
Municipal Corporation**

By _____
Mayor

Date: _____

Attest: _____
City Clerk

Countersigned:

City Auditor

Approved as to Form:

City Attorney

**HOUSING AND REDEVELOPMENT
AUTHORITY OF DULUTH, MINNESOTA**

By _____
Executive Director

Date: _____