

**AGREEMENT REGARDING
FY2017 JUSTICE ASSISTANCE GRANT
BETWEEN ST. LOUIS COUNTY SHERIFF'S OFFICE
AND CITY OF DULUTH**

THIS AGREEMENT is made 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 acting through its Sheriff's Office, a Minnesota county acting through its governing body, hereinafter referred to as "County".

WHEREAS, City is the recipient of a Justice Assistance Grant Award ("JAG") from the Bureau of Justice Assistance of the U.S. Department of Justice, pursuant to which the City is to act as fiscal agent for funds to be used to enhance local criminal justice and law enforcement efforts as are further described herein; and

WHEREAS, pursuant to the terms of said Grant, County and City agree to allocate said funds for state and local initiatives including the First Witness Child Advocacy Center, for which the local initiative will be entitled to reimbursement under the terms of the Grant; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing their 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

County and City agree to allocate funds that will be used to provide equipment and services in support of state and local initiatives including the First Witness Child Advocacy Center as follows:

- \$5,000 to First Witness Child Advocacy Center

In addition to the above, \$26,213 will be used by the Duluth Police Department for equipment to enhance "Community Oriented Policing". \$8,615 will be used by the St. Louis County Sheriff's Office toward improving justice information sharing and interoperable communication by purchasing 5 laptops and Microsoft Office licenses for its Emergency Operations Center. Grant funds are to be deposited into Fund 215-200-2305-4209-02 (Duluth Police Grant Programs, Police, 2017 JAG, Direct Federal Grants Operating) and will be paid directly by the City Auditor. 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 to be controlling.

ARTICLE II

Reimbursement for Expenses

City agrees to reimburse for eligible expenses incurred in support of the local initiatives set forth in Article I of this Agreement. Requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as City shall reasonably request. Upon receipt of said request and the appropriate documentation, City shall promptly reimburse the eligible costs up to the amount set forth above. All reimbursement payments pursuant to this Agreement shall be paid from Fund 215-200-2305-5447 (Duluth Police Grant Programs, Police, 2017 JAG, Payment to Other Government Agencies) and Fund 215-200-2304-5580 (Duluth Police Grant Programs, Police, 2017 JAG, Capital Equipment).

ARTICLE III

Assignability

Neither party shall 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 Project Period set forth in the Grant Award and shall run through September 30, 2020.

ARTICLE V

Termination of Services

Either 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. County shall be reimbursed for services performed and expenses incurred prior to the date of termination. 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 the County receiving notice thereof.

ARTICLE VI

Standard of Performance

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 and in compliance with the conditions of the JAG Grant attached as Exhibit A.

ARTICLE VII

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by City, as fiscal agent in accordance with its requirements 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

Each party 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

County 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

Each party shall ensure that at any time during normal business hours and as often as each party may deem necessary, there shall be made available to the other party for examination, all of its records with respect to all matters covered by this Agreement. Each party will also permit relevant City, State, and Federal entities, as required, 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 or prepared 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 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

Both parties and their 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

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

ARTICLE XII

Notices

Notice to County 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:

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

City: Chief of Police
City of Duluth Police Department
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.

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: _____
ROSS LITMAN
Sheriff

Attest: _____
City Clerk

APPROVED AS TO FORM & EXECUTION
MARK RUBIN
St. Louis County Attorney

Countersigned:

City Auditor

By: _____
Thomas Stanley
Assistant County Attorney
Dated: _____

Approved as to form:

Damion # 2018-12256

City Attorney