

Exhibit A

**CITY OF DULUTH – UMD POLICE DEPARTMENT
DWI ENHANCED ENFORCEMENT
AND FINE REVENUE AGREEMENT**

THIS AGREEMENT is by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as “City”, and the Regents of the University of Minnesota, a constitutional corporation, through its Duluth campus Police Department, hereinafter referred to as “University”.

WHEREAS, the University police officers routinely patrol outside of the University of Minnesota-Duluth campus; and

WHEREAS, it is a benefit to the City to have the University police officers patrolling beyond the campus boundaries, to work cooperatively with the Duluth Police Department, and to provide heightened DWI enforcement in the City; and

WHEREAS, motorists driving while intoxicated presents a serious safety hazard to University students and the residents of the City; and

WHEREAS, the parties agree that Minn. Stat. § 484.90 governs the allocation of fine revenue from violations of State statutes; and

WHEREAS, in November of 2013, the parties signed an Agreement, city contract no. 22049, in which the parties agreed to modify the allocation of fine revenue for DWI violations written by University police officers off campus to permit the University to receive the City's share of DWI fine revenue and that Agreement expired on October 31, 2018.

WHEREAS, the parties wish to continue to allocate the fine revenue for DWI violations written by University police officer off campus in the same manner agreed to in city contract no. 22049.

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

1. DWI Fine Revenue. The parties agree that notwithstanding Minn. Stat. § 484.90, the University shall receive the City's share of DWI fine revenue for arrests made by University police officers in Duluth but outside of the University campus boundary. It is the parties' intent that the fines in question should be paid directly to the University by the District Court Administrator and the parties agree to try to facilitate this payment arrangement.
2. DWI Training. The University will annually train its officers at a level at least equivalent to that of the Duluth Police Department on DWI and field sobriety testing.
3. Records. By April 15 of each year the University will provide the City an accounting of all fine revenue received under this Agreement.
4. Term. This Agreement shall be effective on October 16, 2018 and shall remain in effect until October 15, 2023, unless terminated earlier as provided herein.
5. Termination. Either party may, by giving 60-day written notice, terminate this Agreement without cause.
6. Liability. Subject to applicable law, including with regard to the University, the Minnesota Tort Claims Act, Minn. Stat. §3.736, and with regard to the City, the Minnesota Municipal Claims Act, Minn. Stat. §466, each party will be responsible for its own acts and behaviors and results thereof. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.
7. Rules and Regulations. The University and City agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and City and their respective agencies which are applicable to its activities under this Agreement.

8. Notices. Notice to City or University 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: Chief of Police
 Duluth Police Department
 2030 North Arlington Avenue
 Duluth MN 55811t

University: Director
 UMD Police
 287 Darland Admin Bldg
 1049 University Dr.
 Duluth, MN 55812

A copy of any legal notices to University will be sent to Office of the General Counsel, University of Minnesota, 360 McNamara Alumni Center, 200 Oak Street SE, Minneapolis, MN 55455, Phone: 612-624-4100, Fax: 612-626-9624.

9. Waiver. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
10. 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.
11. 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.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.
- Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original

graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF DULUTH

Regents of the University of Minnesota,
through its Duluth campus police department

By: _____

By _____

Mayor

Its UMD Police Director

Dated _____

Dated _____

Attest _____

By _____

City Clerk

Its: Vice Chancellor of Finance and
Operations

Dated _____

Dated _____

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Countersigned:

City Auditor

Dated _____

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Approved as to form:

City Attorney