

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its commissioner of public safety on behalf of the Bureau of Criminal Apprehension ("State") and the City of Duluth on behalf of its Police Department ("Duluth").

Recitals

1. Under Minn. Stat. §471.59 subd. 10, the State is empowered to engage such assistance as is deemed necessary.
2. Under Minn. Stat. §471.59 subd. 3, the State is authorized to receive funds from Duluth to carry out the purpose of this contract.
3. Duluth is in need of forensic biology examinations to include the testing of biological known DNA samples from convicted offenders and is able to reimburse the State for these services
4. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** January 1, 2021, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** September 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

2.1 Duluth will identify individuals who lawfully owe convicted offender (CO) samples and collect those samples utilizing BCA provided collection kits. Duluth will deliver the CO samples to the State for testing using a Rapid DNA Analysis System.
Duluth will reimburse State for the eligible expenses incurred including supplies to run the CO samples.

2.2 State will process approximately 250 lawfully owed CO samples submitted by Duluth under the terms of this contract. Testing will be performed in accordance with State standard operating procedures and policies.

3 Payment

Duluth will pay the State for all services performed by the State under this contract as follows: Duluth will pay the State no more than Fifty Five Thousand and 00/100 dollars (\$55,000.00) toward the cost of supplies used to process the lawfully owed CO samples.

State will be reimbursed on a quarterly basis upon submittal of invoices in a form acceptable to Duluth's Auditor. Requests for reimbursement shall be accompanied by such documentation as Duluth shall reasonably request. Upon receipt of State's request and the appropriate documentation, Duluth shall promptly reimburse the State for eligible expenses. All reimbursement payments to State under this contract shall be paid from Fund. No. 215-200-2234-5447.

The total obligation of Duluth for all compensation and reimbursements to the State under this contract shall not exceed the sum of Fifty Five Thousand and 00/100 dollars (\$55,000.00). In the event of any conflict between the terms of the Budget and this Contract, the terms and conditions of the Budget shall be deemed controlling. The Budget is attached as Exhibit A and incorporated by reference. Award document attached as Exhibit B.

4 Authorized Representatives

The State's Authorized Representative is the following individual or her successor:

Name: Catherine Knutson, Deputy Superintendent
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Ave. E.
St. Paul, MN, 55106
Telephone Number: 651-793-1008

Email: catherine.knutson@state.mn.us

Duluth's Authorized Representative is the following individual or her successor:

Name: Kerry Cronin, Budget and Grant Analyst

Address: City of Duluth-Police Department
2030 N. Arlington Avenue
Duluth, MN 55811

Telephone Number: 218-730-5400

Email: kcronin@DuluthMN.gov

5 Amendments, Waiver, and Contract Complete

5.1 Amendments. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

5.2 Waiver. If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

5.3 Contract Complete. This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Tort Claims Act, Minn Stat§.3.736 and other applicable laws govern State's liability. The Municipal Tort Claims Act, Minn. Stat. § 466.01-466.15, and other applicable laws govern Duluth's liability.

7 Government Data Practices

Both parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either party.

If Duluth receives a request to release the data referred to in this Clause, Duluth must immediately notify the State. The State will give Duluth instructions concerning the release of the data to the requesting party before the data is released.

8 Audit

Under Minn. Stat. § 16C.05, subd. 5, Duluth's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Minnesota.

10 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. CITY OF DULUTH POLICE DEPARTMENT

By: _____
Mayor Emily Larson

Date: _____

ATTEST:

By: _____
City Clerk-Chelsea Helmer

Date: _____

By: _____
City Auditor-Josh Bailey

Date: _____

Approved as to Form:

By: _____
City Attorney-Rebecca St. George

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract Number: _____

3. COMMISSIONER OF ADMINISTRATION
(as delegated to the Office of State Procurement)

By: _____

Date: _____