

FINANCE COMMITTEE

11-0614R

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE LAKE SUPERIOR TRAFFIC ENFORCEMENT TEAM MEMBERS FOR SERVICES UNDER A GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY FOR THE PROJECT ENTITLED "2012 TOWARD ZERO DEATHS LAW ENFORCEMENT".

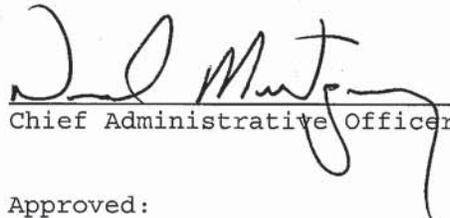
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute an agreement with St. Louis County, the University of Minnesota-Duluth police department, the city of Hermantown, the city of Proctor and the city of Floodwood, substantially the same as that on file in the office clerk as Public Document No. _____, for services provided under 2012 toward zero deaths law enforcement grant from the Minnesota department of public safety, all reimbursement payments pursuant to the agreement shall be paid from Fund 215-200-2292-5447 (Duluth police grant program, police, 2010 pilot enforcement project, payment to other government agencies).

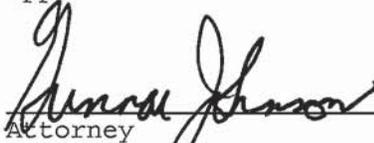
Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

STATEMENT OF PURPOSE: The Duluth police department is the designated recipient and fiscal agent of a 2012 toward zero deaths law enforcement project grant from the Minnesota department of public safety in a total amount of \$91,000 ("Grant"). The purpose of this resolution is to approve an agreement outlining the services to be provided by the Lake Superior traffic team, of which the city is a member, ("Team") and describing how funds from the Grant will be used to reimburse the Team members in an amount not to exceed \$91,000. The city retains at least \$27,600 of the \$91,000 per the terms of the grant agreement. There is no overall cost to the city under this agreement.

**2012 TOWARD ZERO DEATHS LAW ENFORCEMENT GRANT
AGREEMENT
CITY OF DULUTH
LAKE SUPERIOR TRAFFIC ENFORCEMENT TEAM**

THIS AGREEMENT, entered into this ____ day of November, 2011, by and among the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City of Duluth", and St. Louis County, a Minnesota county acting through its governing body, hereinafter referred to as "County", and University of Minnesota - Duluth Police Department, hereinafter referred to as "UMD Police", and City of Hermantown, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Hermantown", and City of Proctor, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Proctor", and City of Floodwood, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Floodwood".

WHEREAS, City of Duluth is the recipient of a 2012 Towards Zero Deaths Law Enforcement Grant (hereinafter referred to as "Grant") from the Minnesota Department of Public Safety in an amount not to exceed \$91,000,

WHEREAS, pursuant to the terms of said Grant, City of Duluth is to support the Lake Superior Traffic Enforcement Team Enforcement Plan (hereinafter referred to as "Enforcement Plan") to reduce the number of fatal crashes and injuries in southern St. Louis County, Minnesota, for which Lake Superior Traffic Enforcement Team parties will be entitled to reimbursement under the terms of the Grant; and

WHEREAS, the City of Duluth, County, UMD Police, Hermantown, Proctor, and Floodwood are collectively referred to as the Lake Superior Traffic Enforcement Team for purposes of the 2012 Toward Zero Deaths Project.

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

Each member of the Lake Superior Traffic Enforcement Team ("Team Member") agrees that it will be responsible to provide its respective services as generally described in the Grant Agreement and Shift Plan, copies of which are attached hereto and made a part hereof as Exhibits A and B and provide other necessary professional services generally relating thereto.

ARTICLE II

Reimbursement for Expenses

Each Team Member shall be entitled to be reimbursed by City of Duluth for the cost of providing services in an amount not to exceed the following:

Team Member	Maximum Reimbursement Amount	Additional Funds
City of Duluth	\$26,400.00	
	\$1,200.00	Administration & Management Overtime
*County	12,480.00	
	\$5,000.00	911 Dispatch
UMD Police	7,360.00	
Hermantown	6,160.00	
Proctor	5,920.00	
*Floodwood	4,480.00	
*HEAT (Highway Enforcement of Aggressive Traffic)	*\$22,000.00	To be used by the County Sheriff's Office and Floodwood at their discretion
TOTAL	\$91,000.00	

Upon the expenditure of funds in support of the Grant Agreement and Shift Plan and presentation to City of Duluth of documentation establishing the expenses, City of Duluth shall promptly reimburse Team Members for said costs up to the amount set forth above. All reimbursements from City of Duluth to Team Members pursuant to this Agreement shall be issued from City of Duluth Fund 215-200-2292-5447 (Duluth Police Grant Program, Police, 2010 Pilot Enforcement Project, Payment to other government agencies).

ARTICLE III

Assignability

The Team Members shall not in any way assign or transfer any of their respective rights or interests under this Agreement in any way whatsoever.

ARTICLE IV

Term

The Term of this Agreement shall run concurrently with the Grant Term and shall run through September 30, 2012.

ARTICLE V

Termination of Services

Any Team Member may, by giving written notice at least thirty (30) days prior to the effective date thereof, terminate, without cause, a portion of the Agreement as it relates to its obligations hereunder. The terminating party shall be entitled to compensation for services properly performed by it, to and including the date of written notice of termination of this Agreement, including reimbursable expenses. Such termination shall not affect the remaining Team Member's rights and obligations. Notwithstanding the foregoing, the City of Duluth may terminate this Agreement upon notification from the Minnesota Department of Public Safety that grant funding to fund City of Duluth's obligations hereunder has been terminated; such termination shall be effective upon the parties receiving notice thereof.

ARTICLE VI

Standard of Performance

Each Team Member agrees that 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.

ARTICLE VII

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by each Team Member in accordance with requirements prescribed by Grant. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

B. Documentation of Costs

Each Team Member 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

Each party shall be responsible for furnishing to City of Duluth records, data and information as City of Duluth may require pertaining to matters covered by this Agreement.

D. Audits and Inspections

Each Team Member shall ensure that at any time during normal business hours, there shall be made available to any party, for examination, all of its records with respect to all matters covered by this Agreement. Each Team Member will also permit any party, State, or Federal agency 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 to or prepared by each Team Member 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 any party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. None of the parties or any officers or employees thereof shall be considered an employee of any 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 any party and their employees while so engaged and any and all claims whatsoever on behalf of any party arising out of employment or alleged employment, including without limitation, claims of discrimination against any party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither the parties 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 another 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 any party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapters 466 or 3.736 as applicable or to extend the amount of liability of any party to amounts in excess of that specified in said Chapters.

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

Each Team Member and their respective officers, agents, servants and employees as part of the consideration under this Agreement, does 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

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

ARTICLE XII

Notices

Notice to Team Members 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: Lt. Leigh Wright
City of Duluth
411 West First Street
Room 104 City Hall
Duluth, MN 55802

County: Sheriff Ross Litman
St. Louis County Sheriff's Office
100 North 5th Avenue West
Duluth, MN 55802

Hermantown: Chief James Crace
Chief of Police
Hermantown Police Department
5111 Maple Grove Road
Hermantown, MN 55811-3605

UMD Police Kevin McKosky
Sr. Associate Director
Office Of Sponsored Projects Administration
450 McNamara Alumni Center
200 Oak Street S.E.
Minneapolis, MN 55455-2070

Floodwood: Jessica Rich
City Administrator
City of Floodwood
206 East 8th Avenue
Floodwood, MN 55736

Proctor: James Rohweder
City Administrator
City of Proctor
100 Poink Drive
Proctor, MN 55810

ARTICLE XIII

Waiver

Any waiver by any 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.

ARTICLE XVII

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH, a Minnesota municipal corporation

ST. LOUIS COUNTY, a Minnesota County

By: _____
Its Mayor

By: _____
Its County Board Chair

Attest:

By: _____
Its Sheriff

By: _____
City Clerk

Countersigned:

Date: _____

Countersigned:

Its County Auditor

City Auditor

Approved as to form and execution:

Approved as to form:

Assistant County Attorney

City Attorney

[Remaining signatures to follow on the next page]

CITY OF PROCTOR, a Minnesota municipal corporation

By: _____

Its: _____

CITY OF FLOODWOOD, a Minnesota municipal corporation

By: _____

Its: _____

CITY OF HERMANTOWN, a Minnesota municipal corporation

By: _____

Its: _____

Regents of the University of Minnesota for the UMD UNIVERSITY POLICE DEPARTMENT

By: _____

Its: _____

EXHIBIT A

	Grant Agreement	Page 1 of 4
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Minnesota Department of Public Safety ("State") Office of Traffic Safety 444 Cedar St, Suite 150 Saint Paul, Minnesota 55101	Grant Program: 2012 Toward Zero Deaths Law Enforcement Grant Grant Agreement No.: 34633
Grantee: Duluth Police Department 411 West 1st Street Duluth, MN 55802	Grant Agreement Term: Effective Date: October 1, 2011 Expiration Date: September 30, 2012
Grantee's Authorized Representative: Ms. Susan Campbell 411 West 1st Street Duluth, MN 55802 (651) 201-7067 scampbell@duluthmn.gov	Grant Agreement Amount: Original Agreement \$ 91,000.00 Matching Requirement \$ 0.00
State's Authorized Representative: Bruce Johnson 444 Cedar St, Suite 150 Saint Paul, Minnesota 55101 (651) 201-7067 bruce.a.johnson@state.mn.us	Federal Funding: CFDA 20.600, 20.602, 20.608 and 20.609 State Funding: None Special Conditions: Attached and incorporated into this grant agreement. See page 3

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
 Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2012 Toward Zero Deaths Law Enforcement Grant Application which is incorporated by reference into this grant agreement and on file with the State at 444 Cedar Street, Saint Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2012 Toward Zero Deaths Law Enforcement Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines, which are incorporated by reference into this grant agreement and on file with the State at Minnesota Department of Public Safety, Office of Traffic Safety, 444 Cedar Street, Suite 150, Saint Paul, MN 55101.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.



Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Grant Agreement No 34633

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE:

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

CITY OF DULUTH, a Minnesota municipal corporation

By: _____
Its Mayor

Attest:

Distribution: DPS/FAS
Grantee
State's Authorized Representative

By: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney



Special Conditions:

Fiscal Agent:

The Duluth Police Department is the Fiscal Agent for:

St. Louis County Sheriff's Office

Hermantown Police Department

Proctor Police Department

UMD Police Department

Floodwood Police Department



Budget	
Overtime Enforcement	
Seat belt, speed, distractive driving and "move over enforcement"	\$23,962.00
Impaired driving enforcement	\$38,838.00
HEAT enforcement	\$22,000.00
Total Paid Over-time Enforcement	\$84,800.00
Dispatch Administration and Equipment	
Dispatch	\$5,000.00
Equipment	\$0.00
Administration	\$1,200.00
Total Dispatch Administration and Equipment	\$6,200.00
Total Grant Funding	\$91,000.00

Exhibit B

2012 TZD Project SHIFT PLAN Southern SLC

Event Date	DPD	SLCSO	HPD	PPD	UMD PD	FPD	Enforcement Hours	
October Seatbelt								
Year 2011: Oct. 14th - 27th							minimum 50% between	
Oct. 14	3	1					1800 - 2400	
Oct. 20	3	1					0800 - 1400	
Oct. 22	3	2	1	1	1		0800 - 1400	
Oct. 23	3	2	1	1	1		1200 - 1800	
Oct. 24	4	1	1	1	1		1800 - 2400	
							6 hour shift	196 hours
							32 shifts	
December Impaired Driving								
Year 2011: Weekends in December (20% high visibility)								
Dec. 2	2						1900 - 0300	
Dec. 9	2						1900 - 0300	
Dec. 10	2	1			1	1	1900 - 0300	
Dec. 15	2	1	1	1	1	1	1900 - 0300	
Dec. 17	2	1	1	1	1	1	1900 - 0300	
							8 hour shift	187 hours
							23 shifts	
Distracted Driving Day								
Year 2012								
							6 hour shift	28 hours
Sat. April 21st	2	1			1		1200 - 1800	(24 hours)
							4 shifts	
May Seatbelt								
Year 2012: May 21 - June 3rd							minimum 50% between	
May 21st	3	1					0800 - 1400	
May 23rd	3	1	1		1	1	1800 - 2400	
May 25th	3	1	1	1	1	1	1800 - 2400	
May 26th	3	1	1	1	1	1	1800 - 2400	
June 1st	3	1	1	1	1		1800 - 2400	
							0800 - 1400	
							6 hour shift	205 hours
							34 shifts	
July Speed and Motorcycle								
Year 2012								
July Saturday	1	1	1	1	1		1200 - 1800	
July 8th	1	1	1	1	1		1200 - 1800	
July 27th	1	1	1	1	1		1200 - 1800	
							6 hour shifts	
							15 shifts	93 hours
1 of 2								

Exhibit B

2012 TZD Project SHIFT PLAN Southern SLC

Event Date	DPD	SLCSO	HPD	PPD	UMD PD	FPD	Enforcement Hours	
Labor Day Impaired Driving								
Year 2012: August 17th - September 3rd (20% high visibility)								
Aug. 17	2	2	1	1	1	1	1900 - 0300	
Aug. 18	2	2	1		1	1	1900 - 0300	
Aug. 25	2	2		1	1	1	1900 - 0300	
Aug. 31		1					1900 - 0300	
Sept. 1	2	1					1900 - 0300	
							8 hour shift	224 hours
							28 shifts	
Impaired Driving Enforcement Plan								
Ten Events: October 1, 2011 - Sept. 30, 2012 @ 7 officers per shift								
#1 Oct. 15, 2011	3	2	1	1	1	1	1900 - 0300	
#2 Oct. 29	3	2	1	1	1	1	1900 - 0300	
#3 Nov. 23	3	2	1	1	1	1	1900 - 0300	
#4 Jan. 20, 2012	3	1	1	1	1	1	1900 - 0300	
#5 Mar. 17	3	1	1	1	1	1	1900 - 0300	
#6 May 5	3	1	1	1	1		1900 - 0300	
#7 June 22	3	1	1	1	1		1900 - 0300	
#8 July 14	3	1			1		1900 - 0300	
#9 Aug. 3	3	1					1900 - 0300	
#10 Sept. 14	3	1					1900 - 0300	
							8 hour shift	560 hours
							70 shifts	
Rural Seatbelt Enforcement								
2012: April 2 - April 8 (50% when & where 16 - 19 year olds are driving)								
Apr. 2	2	2	1	1	1	1	1400 - 2000	
Apr. 4	1	1						
Apr. 6	1	1						
							6 hour shifts	76 hours
							12 shifts	
	Duluth PD	SLCSO	Herm. PD	Proctor PD	UMD PD	Fidwd PD		
(@ \$40/hour)	\$26,400	\$12,480	\$6,160	\$5,920	\$7,360	\$4,480		
							Total OT Hours	1569 hours
	42%	20%	10%	9%	12%	7%	Total OT \$\$\$	\$62,800
			2 of 2					
Additional Comments:								
SLC Dispatch \$5,000								
Equipment \$0								
Administration \$1,200								
Total Grant Award \$69,000								
Agencies may request reimbursement "up to" the amount listed in their MOU with the City of Duluth.								
An additional \$22,000 HEAT funding will be available to SLCSO and Floodwood thru the TZD grant.								