

PUBLIC SAFETY COMMITTEE

12-0528R

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 2013 TOWARD ZERO DEATHS PROJECT.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute an agreement with St. Louis County for an amount not to exceed \$46,268, the University of Minnesota-Duluth police department for an amount not to exceed \$15,600, the city of Hermantown for an amount not to exceed \$23,550, the city of Proctor for an amount not to exceed \$19,450 and the city of Floodwood for an amount not to exceed \$13,000, substantially the same as that on file in the office of the city clerk as Public Document No. _____, for services provided under the 2013 toward zero deaths law enforcement grant from the Minnesota department of public safety, all reimbursement payments made to other agencies under the agreement shall be paid from Fund No. 215-200-2206-5447 (Duluth Police Grant Programs, Police, 2013 TZD Grant, Payments to Other Government Agencies) and reimbursement payments for the Duluth Police Department

shall be paid from Fund No. 215-200-2206-5700-10 (Duluth Police Grant Programs, Police, 2013 TZD Grant, Interfund Transfers Out to General Fund).

Approved:



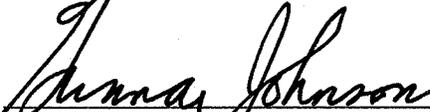
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD/ATTY TLL:dma 10/03/2012

STATEMENT OF PURPOSE: The Duluth police department is the designated recipient and fiscal agent of a 2013 Toward Zero Deaths law enforcement project grant from the Minnesota Department of Public Safety in the total amount of \$203,776. 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 of Duluth is a member. The grant funds will be used to reimburse team members for overtime salary/fringe benefit costs. The city of Duluth will retain at least \$85,908 of the total grant award, with \$5,508 designated for administrative costs.

**2013 TOWARD ZERO DEATHS LAW ENFORCEMENT GRANT
AGREEMENT
CITY OF DULUTH
LAKE SUPERIOR TRAFFIC ENFORCEMENT TEAM**

THIS AGREEMENT, 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 2013 Towards Zero Deaths Law Enforcement Grant (hereinafter referred to as "Grant") from the Minnesota Department of Public Safety in an amount not to exceed \$203,776.00;

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 2013 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 Police Dept.	\$80,400.00	
	\$5,508.00	Administration & Management Overtime
St. Louis County Sheriff's Department	31,600.00	
	\$14,668.00	911 Dispatch
UMD Police Dept.	15,600.00	
Hermantown Police Dept.	23,550.00	
Proctor Police Dept.	19,450.00	
Floodwood Police Dept.	13,000.00	
TOTAL	\$203,776.00	

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 215-200-2206-5447 (Duluth Police Grant Program, Police, 2013 TZD Grant, Payments 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

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on October 1, 2012 and run concurrently with the Grant Term and expire on September 30, 2014.

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 Police Department
2030 N. Arlington Avenue
Duluth, MN 55811

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: _____
Keith Nelson, County Board Chair

Attest:

By: _____
Don Dicklich, Auditor/Clerk of the Bd.

By: _____
City Clerk

Date: _____

By: _____
Ross Litman, Sheriff

Countersigned:

City Auditor

Approved as to form and execution:
MARK RUBIN
St. Louis County Attorney

Approved as to form:

By: _____
Tokunbo Okanla
Assistant County Attorney

Gunnar Johnson, City Attorney

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: _____



Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, Minnesota 55101-5150	Grant Program: 2013 Toward Zero Deaths (TZD) Enforcement Program Grant Agreement No.: ENFORCE13-2013-DULUTHPD-00015
Grantee: Duluth Police Department 2030 N. Arlington Ave. Duluth, Minnesota 55811	Grant Agreement Term: Effective Date: 10/01/2012 Expiration Date: 9/30/2014
Grantee's Authorized Representative: Grant Administrator Susan Campbell Duluth Police Department 2030 N. Arlington Ave. Duluth, Minnesota 55811 Phone: 218-730-5422 Email: scampbell@duluthmn.gov	Grant Agreement Amount: Original Agreement \$203,776.00 Matching Requirement \$ 0
State's Authorized Representative: Bruce Johnson 445 Minnesota Street, Suite 150 Saint Paul, Minnesota 55101-5150 Phone: 651-201-7067 Email: bruce.a.johnson@state.mn.us	Federal Funding: CFDA 20.600 and 20.608 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 2013 TZD Enforcement Program Application ("Application") and Work Plan which are incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, Minnesota 55101-5150. The Grantee shall also comply with all requirements referenced in the 2013 TZD Enforcement Program 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 445 Minnesota Street, Suite 150 Saint Paul, Minnesota 55101-5150.

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. ENFORCE13-2013-DULUTHPD-00015
/3-13490

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE CITY OF DULUTH

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.

By: _____

Title: Mayor

Date: _____

Attest:

XY: _____

Title: City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

Distribution: DPS/FAS
Grantee
State's Authorized Representative



Special Conditions:

Fiscal Agent:

The Duluth Police Department is the fiscal agent for the following agencies:

- **St. Louis County Sheriff's Office**
- **Hermantown Police Department**
- **Proctor Police Department**
- **University of Minnesota Duluth Police Department**
- **Floodwood Police Department**

2013 TZD Enforcement

EXHIBIT A

ENFORCE13-2013-DULUTHPD-00015

Organization: Duluth Police Department

Budget Summary

Budget	Requested Amount	Match
Budget Category		
Administration		
Administration	\$5,508.00	\$0.00
Total	\$5,508.00	\$0.00
Dispatch		
Dispatch	\$14,668.00	\$0.00
Total	\$14,668.00	\$0.00
Enforcement - Belt/Distracted/Move Over		
Enforcement - Belt/Distracted/Move Over	\$28,200.00	\$0.00
Total	\$28,200.00	\$0.00
Enforcement - DWI		
Enforcement - DWI	\$136,400.00	\$0.00
Total	\$136,400.00	\$0.00
Enforcement - Speed		
Enforcement - Speed	\$19,000.00	\$0.00
Total	\$19,000.00	\$0.00
Operating Expenses		
Operating Expenses	\$0.00	\$0.00
Total	\$0.00	\$0.00
Total	\$203,776.00	\$0.00

Exhibit B

2013 TZD Project SHIFT PLAN

Location: SSLC
(Southern St. Louis County)

Non-Impaired Driving	DPD	SLCSO	HPD	PPD	UMD/PD	FPD	Enforcement Hours	
October Seatbelt								
Year 2012: Oct. 12th - 26th								
Oct. 12	3	1	1			1	0800 - 1400	
Oct. 15	4	2	1			1	0800 - 1400	
Oct. 18	3	2	1	1	1	1	1600 - 2200	
Oct. 21	3	2	1	1	1		1600 - 2200	
Oct. 26	4	1	1	1	1		1600 - 2200	
Distracted Driving Day	16	7	5	3	3	3	39 x 6 hour shift	234 hrs.
Sat. April 18, 2013	2	2	1	1	1		1200 - 1800	
							7 x 6 hour shift =	42 hrs.
April Seatbelt 5th - 14th 2013								
Apr. 5	3	1	1	1	1		1400 - 1800	
Apr. 9	3	2	1	1		1	1400 - 1800	
Apr. 11	2	1	1	1		1	1400 - 1800	
	8	4	3	3	1	2	21 x 4 hour shift =	84 hrs.
May Belts/Seats May 20 - June 2 2013								
							minimum 50% between	
May 20th	4	2	1				1600 - 2200	
May 22nd	3	1	1	1	1	1	0800 - 1400	
May 24th	4	1	1	1	1	1	0800 - 1400	
May 29th	3	1	1	1	1	1	1600 - 2200	
June 1st	3	1	1	1	1		1600 - 2200	
	17	6	5	4	4	3	39 x 6 hour shift =	234 hrs.
							Distracted Driving + Seatbelt =	594 hours
Speed 1400-1900 and Motorcycle Saturdays 1400-2200								
Nov. 5, 2012	1	1	1	1		1	1400 - 1900	
Nov. 7	1	1		1		1	1400 - 1900	
Nov. 9	1	1	1				1400 - 1900	
Mar. 18, 2013	1	1	1	1		1	1400 - 1900	
Mar. 20	1	1	1	1		1	1400 - 1900	
Mar. 22	1	1	1	1			1400 - 1900	
Jun. 17	1	1	1	1			1400 - 1900	
Jun. 18	1	1		1			1400 - 1900	
Jun. 19	1	1	1	1		1	1400 - 1900	
Jun. 20	1	1	1	1		1	1400 - 1900	
July 6 motorcycle	1	1	1	1	1		1400 - 1900	
July 12 statewide speed	1	1	1	1	1		1400 - 1900	
July 13 motorcycle	1	1	1	1	1		1400 - 1900	
July 20 motorcycle	1	1	1	1	1		1400 - 1900	
July 19 speed	1	1				1	1400 - 1900	
July 21 speed	1	1	1	1		1	1400 - 1900	
	16	16	13	13	4	8	70 x 5 hour shifts	
Subtotal hours	328	192	143	125	72	84	Total Speed =	350 hours
Aug. 31 Ted Foss Move Over								
(in-kind) X 6 squads	1	1	1	1	1	1	1000 - 1600	Page 1 of 5

Exhibit B

2013 TZD Project SHIFT PLAN

Location: SSLC
(Southern St. Louis County)

Impaired Driving	DPD	SLCSO	HPD	PPD	UMD PD	FPD	Enforcement	Friday
	Year-Long						Hours	Saturday (both)
							1900 - 0300	8 hrs.
Oct. 5, 2012	2	1			1			
Oct. 6	2		1	1				
Oct. 27	2	1	1					
Nov. 2, 2012	2	1				1		
Nov. 3	2		1	1				
Nov. 10	2	1			1			
Nov. 17	2		1	1				
Nov. 24	2	1	1					
Jan. 5, 2013	2	1			1			
Jan. 11	2	1				1		
Jan. 12	2		1	1				
Jan. 18	2	1				1		
Jan. 19	2		1	1				
Jan. 25	2	2						
Jan. 26	2		1					
Feb. 2, 2013	2				1	1		
Feb. 8	2	1		1				
Feb. 9	2		1			1		
Feb. 15	2	1		1				
Feb. 16	2		1		1			
Feb. 22	2	1						
Feb. 23	2		1	1				
Mar. 8, 2013	2	1			1			
Mar. 9	2		1			1		
Mar. 16	2			1	1			
Mar. 23	2	1	1					
Mar. 29	2	1		1				
Mar. 30	2		1			1		
Apr. 19, 2013	2	1			1			
Apr. 20	2			1	1			
Apr. 26	2	1				1		
May. 3, 2013	2	1		1				
May. 4	2		1		1			
May. 11	3	1			1			
May. 17	2	1		1				
May. 18	3		2					
Jun. 8, 2013	2	1		1				
Jun. 15	2		1		1			
Jun. 29	2	1				1		
Jul. 27, 2013	2	1		1				
Subtotal shifts	82	24	18	15	12	9		

