

PUBLIC SAFETY COMMITTEE

13-0526R

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY OF MINNESOTA-DULUTH POLICE DEPARTMENT FOR DWI FINE REVENUE ALLOCATION.

CITY PROPOSAL:

RESOLVED, the city council hereby authorizes the proper city officials to execute an agreement with the University of Minnesota-Duluth through its police department for the allocation of fine revenues received from DWI arrests made by University police officers off-campus but within the city of Duluth.

Approved:

  
Department Director

*for chief  
Ramsay*

Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

DPD/ATTY GR:cjh 10/10/2013

STATEMENT OF PURPOSE: Minnesota Statutes Section 484.90 governs the allocation of fine revenues collected on statutory offenses. Generally, a portion of revenue goes to the city or town in which the offense is committed. The University of Minnesota-Duluth campus is a separate jurisdiction for purposes of fine allocation. UMD police officers often patrol beyond campus boundaries working with the Duluth police department to provide enhanced DWI enforcement within the city. The city and UMD desire to enhance this relationship by allocating DWI fine revenues to UMD for arrests made by UMD officers off-campus but within the city of Duluth.

**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, by this Agreement the parties wish to modify the allocation of fine revenue for DWI violations written by University police officers off campus.

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 receive under this Agreement.
4. Term. This Agreement shall be effective upon the date that the final required signature is obtained by the City and shall remain in effect until October 15, 2018, unless terminated earlier as provided for 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  
   City of Duluth  
   Room 402 City Hall

411 West First Street  
Duluth, MN 55802

University: Director  
UMD Police  
287 Dadb  
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. 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 \_\_\_\_\_  
Mayor  
Dated \_\_\_\_\_

By \_\_\_\_\_  
Its UMD Police Director  
Dated \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk  
Dated \_\_\_\_\_

By \_\_\_\_\_  
Its: Vice Chancellor of Finance and Operations  
Dated \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor  
Dated \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney