

PUBLIC SAFETY COMMITTEE

13-0594R

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF \$285,498 FOR THE 2013 TOWARD ZERO DEATHS PROJECT AND ALSO AUTHORIZING A FIRST AMENDMENT TO THE 2013 TOWARD ZERO DEATHS LAW ENFORCEMENT GRANT AGREEMENT FOR SERVICES BY THE LAKE SUPERIOR TRAFFIC ENFORCEMENT TEAM MEMBERS.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to accept a supplemental grant from the state of Minnesota, department of public safety, in the amount of \$285,498; such funds to be used to reimburse the Duluth police department and other Lake Superior traffic enforcement team participants for overtime salary/fringe benefits reimbursement for traffic enforcement of distracted and impaired driving and passenger safety, speed/move over laws, St. Louis County 9-1-1 dispatch support, grant administration, and to execute a grant agreement substantially the same as that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, funds to be deposited in Fund No. 215-200-2206-4210-02 (Duluth Police Grant Program, Police, 2013 TZD Grant, Pass thru Federal Grants Operating);

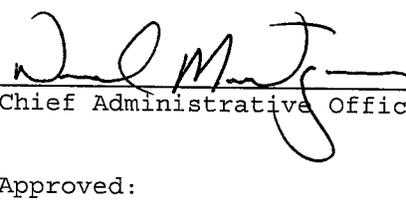
FURTHER RESOLVED, that the proper city officials are hereby authorized to execute a first amendment to the 2013 toward zero deaths law enforcement grant agreement with St. Louis County for an amount not to exceed \$47,683, the University of Minnesota-Duluth police department for an amount not to exceed \$25,000, the city of Hermantown for an amount not to exceed \$28,900, the city of Proctor for an amount not to exceed \$24,400 and the city of Floodwood for an amount not to exceed \$16,000; said first amendment to be substantially the same as that on file with the office of the city clerk as Public Document No. \_\_\_\_\_, for services provided under the 2013 toward zero deaths law enforcement grant, 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).

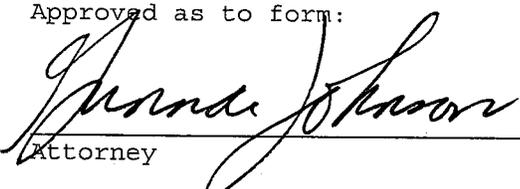
Approved:

  
Department Director

Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

DPD/ATTY TLL:de 11/22/2013

STATEMENT OF PURPOSE: The Duluth Police Department is the designated recipient and fiscal agent of a supplemental 2013 Toward Zero Deaths Law Enforcement Grant. This resolution authorizes the proper city officials to accept the grant in the amount of \$285,498. This is pass-through federal funding for the Lake Superior Traffic Enforcement Team to support overtime reimbursement for traffic enforcement. This resolution also approves a First Amendment to the 2013 Toward Zero Deaths Law Enforcement Grant Agreement outlining the services to be provided by the members of the Lake Superior Traffic Enforcement Team.



<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, Minnesota 55101	<b>Grant Program:</b> 2013 Toward Zero Deaths (TZD) Enforcement Grant  <b>Grant Agreement No.:</b> ENFORCE13-2013-DULUTHPD-00015 <b>Grant Amendment No.:</b> 1
<b>Grantee:</b> Duluth Police Department Grant Administrator Susan Campbell 2030 N. Arlington Ave. Duluth, Minn., 0	<b>Grant Agreement Term:</b> <b>Effective Date:</b> October 1, 2012 <b>Expiration Date:</b> September 30, 2014
<b>Grant Matching Requirement:</b> Original Agreement Amount <u>\$0.00</u> Previous Amendment(s) Total <u>\$0.00</u> Current Amendment Amount <u>\$0.00</u> Total Agreement Amount <u>\$0.00</u>	<b>Grantee Agreement Amount:</b> Original Agreement Amount                    \$203,776.00 Previous Amendment(s) Total <u>\$0.00</u> Current Amendment Amount <u>\$285,498.00</u> Total Agreement Amount                      \$489,274.00
<b>State's Authorized Representative</b> Bruce Johnson 445 Minnesota Street, Town Square Ste 150, St. Paul, MN (651) 201-7067 bruce.a.johnson@state.mn.us	Federal Funding: CFDA 20.600, 20.608 and <u>20.616</u>  State Funding: None

*In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.*

Exhibit A of the Original Grant Agreement is replaced by Revised Exhibit A, which is attached and incorporated into this Grant Agreement. Any references to Exhibit A now refer to Revised Exhibit A.

**Special Conditions:**

**Time Limitation on Funding Use:**

**\$203,776.00 is available from Oct. 1, 2012 through Sept. 30, 2013. Funds in the original agreement amount that are not expended by the Grantee by Sept. 30, 2013 will be canceled and not available in the following federal fiscal year of this grant.**

**\$285,498.00 is available from Oct.1, 2013 through Sept. 30, 2014.**

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

St. Louis County Sheriff's Office  
Proctor Police Department  
Floodwood Police Department

Hermantown Police Department  
UMD Police Department

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The Original Grant Agreement and all previous amendments are incorporated into this amendment by reference.

**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  
PO No.: 3-13490

**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 statute or delegation.*

CITY OF DULUTH

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Countersigned:

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

Approved as to form:

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

Distribution:     DPS/FAS  
                      Grantee  
                      State's Authorized Representative

2013 TZD Enforcement

Revised - EXHIBIT A

Organization: Duluth Police Department

ENFORCE13-2013-DULUTHPD-00015

Budget Summary

FFY13			
Budget Category	Requested Amount	Match	
Administration			
Administration	\$5,508.00	\$0.00	
<b>Total</b>	\$5,508.00	\$0.00	
Dispatch			
Dispatch	\$14,668.00	\$0.00	
<b>Total</b>	\$14,668.00	\$0.00	
Enforcement - Belt/Speed/Distracted/Move Over			
Enforcement - Belt/Speed/Distracted/Move Over	\$47,200.00	\$0.00	
<b>Total</b>	\$47,200.00	\$0.00	
Enforcement - DWI			
Enforcement - DWI	\$136,400.00	\$0.00	
<b>Total</b>	\$136,400.00	\$0.00	
Operating Expenses			
Operating Expenses	\$0.00	\$0.00	
<b>Total</b>	\$0.00	\$0.00	
<b>Total</b>	\$203,776.00	\$0.00	
FFY14			
Budget Category	Requested Amount	Match	
Administration			
Administration	\$3,965.00	\$0.00	
<b>Total</b>	\$3,965.00	\$0.00	
Dispatch			
Dispatch	\$17,183.00	\$0.00	
<b>Total</b>	\$17,183.00	\$0.00	
Enforcement - DWI			
Enforcement - DWI	\$192,000.00	\$0.00	
<b>Total</b>	\$192,000.00	\$0.00	
Operating Expenses			
Operating Expenses	\$0.00	\$0.00	
<b>Total</b>	\$0.00	\$0.00	

Budget Summary

Enforcement - Seat Belt		
Enforcement - Seat Belt	\$44,150.00	\$0.00
<b>Total</b>	\$44,150.00	\$0.00
Enforcement - Speed/Move Over		
Speed/MO	\$20,250.00	\$0.00
<b>Total</b>	\$20,250.00	\$0.00
Enforcement - Distracted		
Enforcement - Distracted Driving	\$7,950.00	\$0.00
<b>Total</b>	\$7,950.00	\$0.00
<b>Total</b>	\$285,498.00	\$0.00
<b>Total</b>	\$489,274.00	\$0.00



**Shift Plan by Enforcement Type**

Add six (6 hour) speed shifts							2 of 7	
<b>Speed...November</b>								
	DPD	SLCSO	HPD	PPD	UMD PD	FPD		
4	1			1				
5	1		1					
6	1	1						
7	1	1				1		
8	1	1	1	1	1	1		
<b>Speed...June</b>								
16	1			1	1			
17	1			1	1	1		
18	1		1		1	1		
19	1	1	1		1			
20	1	1	1	1				
<b>Speed...July</b>								
11	1	1	1	1	1			
12	1	1	1	1	1	1		
14	1			1		1		
16	1			1				
18	1	1	1					
20	1	1		1				
22	1	1			1			
24	2		1		1			
26	2	1	1					
	<b>21</b>	<b>11</b>	<b>10</b>	<b>10</b>	<b>9</b>	<b>6</b>	<b>67</b>	
Speed	\$6,300	\$3,300	\$3,000	\$3,000	\$2,700	\$1,800	\$20,100	\$20,250
Reimbursement								
Remove 2 (6 hour) shifts								
<b>Distracted Driving...April</b>								
	DPD	SLCSO	HPD	PPD	UMD PD	FPD		
12	3	1	1	1	1	1		
14	3			1				
16	3	1			1	1		
18	3					1		
20	2	1		1				
	<b>14</b>	<b>3</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>26</b>	
Distracted Driving...A	\$4,200	\$900	\$300	\$900	\$600	\$900	\$7,800	\$7,950
Reimbursement								









### Shift Plan by Enforcement Type

						<b>7 of 7</b>
<b>2014 TZD Budget</b>						
Administration		\$3,965				
Dispatch		\$17,183				
Impaired DWI		\$192,000	3840 hours	8 hour shifts	480 shifts	
Seat Belt		\$44,150	883 hours	6 hour shifts	147 shifts	
Speed MoveOver		\$20,250	405 hours	6 hour shifts	67 shifts	
Distracted Driving		\$7,950	159 hours	6 hour shifts	26 shifts	
<b>Total</b>		<b>\$285,498</b>				
	Actual	Awarded				
Impaired DWI	\$192,000	\$192,000				
Seat Belt	\$44,100	\$44,150				
Speed MoveOver	\$20,100	\$20,250				
Distracted Driving	\$7,800	\$7,950				
Administration	\$3,965	\$3,965				
Dispatch	\$17,183	\$17,183				
	<b>\$285,148</b>	<b>\$285,498</b>				

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

THIS FIRST AMENDMENT TO AGREEMENT NO. 21780, 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 did enter into an agreement memorializing the parties' rights and responsibilities in the implementation of said Grant, which agreement is dated December 12, 2012 and bears City Contract No. 21780, hereinafter referred to as "Agreement";

WHEREAS, the Minnesota Department of Public Safety has awarded the City of Duluth an additional grant in an amount not to exceed \$285,498.00 to support the Lake Superior Traffic Enforcement Team Enforcement Plan;

WHEREAS, the parties hereto desire to amend the Agreement as stated below; and

THEREFORE, the parties agree as follows:

In this Agreement deleted terms will be struck out and the added terms will be underlined.

AMENDMENT 1. The Scope of Professional Services are amended as follows:

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.

AMENDMENT 2. The Reimbursement for Expenses are amended as follows:

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:

<b>Team Member</b>	<b>Maximum Reimbursement Amount</b>	<b>Additional Funds</b>
City of Duluth Police Dept.	\$139,200.00	
	\$3,965.00	Administration
St. Louis County Sheriff's Office	30,500.00	
	\$17,183.00	911 Dispatch
UMD Police Dept.	25,000.00	
Hermantown Police Dept.	28,900.00	
Proctor Police Dept.	24,400.00	
Floodwood Police Dept.	16,000.00	
TOTAL	\$285,498.00	

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).

AMENDMENT 3. The Term is amended as follows:

Term

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on October 1, 2013 and run concurrently with the Grant Term and expire on September 30, 2014.

Except as amended herein, the terms and conditions of the Agreement and all previous amendments shall remain in full force and effect.

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

**CITY OF DULUTH**, a Minnesota municipal corporation

**ST. LOUIS COUNTY**, a Minnesota County

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Chris Dahlberg, 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: \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Gunnar Johnson, City Attorney

**CITY OF PROCTOR**, a Minnesota municipal corporation

**CITY OF FLOODWOOD**, a Minnesota municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF HERMANTOWN**, a Minnesota  
municipal corporation

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_