

# EXHIBIT 1

## WASHINGTON CENTER LEASE AGREEMENT BETWEEN THE CITY OF DULUTH AND FAMILY FREEDOM CENTER

THIS LEASE AGREEMENT (this “Agreement”) is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”), and FAMILY FREEDOM CENTER, a Minnesota non-profit corporation (“Center” or “Tenant”).

WHEREAS, the City owns a portion of the Washington Center building, located at 310 North First Avenue West, Duluth, Minnesota 55806, and is the beneficiary of easements over and across certain portions of the Washington Center building and the land on which it is located (collectively, the “Washington Center”); and

WHEREAS, Tenant is a non-profit corporation duly organized and existing under the laws of the State of Minnesota; and

WHEREAS, the mission of Tenant (its “Mission”) is to empower the Black community by reconstructing socio-cultural narratives and unapologetically embracing what it means to be Black, both historically and present day by facilitating culturally specific and inclusive spaces aimed to engage, empower, and educate community members in Duluth and the broader Twin Ports area; and

WHEREAS, Tenant desires to lease certain space at the Washington Center, to use for the advancement of its Mission, including to provide youth programming to include safe, structured, age-specific, supervised learning activities (the “Services”). The Services offer academic achievement, cultural awareness, monitoring, healthy lifestyle development, social skill development, physical recreation activities, and service learning opportunities; and

WHEREAS, the City desires to lease to Tenant portions of the Washington Center as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

### **I. LEASED PREMISES**

A. The terms “Exclusive Space” (defined below) and “Non-Exclusive Space” (defined below) shall collectively be referred to as the “Leased Premises.”

1. Tenant shall have exclusive use of the following rooms in the Washington Center (collectively, the “Exclusive Space”): Rooms 100A, 100C, 102, 104, 106C, 107, 107E, 107A, 108, the 180 square foot bathroom located across the hall from Room 104, and the storage space consisting of 312 square feet within the locker room adjacent to the former pool (the “Storage Space”). The Exclusive Space is shown in red on the attached Exhibit A.

2. Tenant shall not be charged rent to use the Storage Space, but notwithstanding anything to the contrary within this Agreement, Tenant's right to use the Storage Space shall be subject to termination by the City's Property and Facilities Manager or their designee (the "PFM Manager") at any time in the PFM Manager's sole discretion. The PFM Manager shall also have the sole discretion to terminate Tenant's right to use the Storage Space and identify an alternative space or spaces for Tenant to use for storage purposes. If the PFM Manager identifies an alternative space or spaces for Tenant's use, the alternative space(s) will become a part of the Exclusive Space under this Agreement and a new Exhibit A shall be attached to and become a part of this Agreement to reflect the change. Tenant may not place or store personal property outside of the Storage Space or the Exclusive Space, or allow any of its users to place or store personal property outside of the Storage Space or the Exclusive Space. In the event Tenant or its users places or stores personal property outside of the Storage Space or the Exclusive Space, the City may remove and dispose of the property without notice to Tenant or its users.

3. Tenant shall have non-exclusive use of (i) the following indoor areas located on the first floor of the Washington Center: kitchen, hallways, bathrooms (not including the bathroom included in the Exclusive Space), gymnasium, and conference rooms; and (ii) the following outdoor areas of the Washington Center: the parking lot, sidewalks, entryways, green space and playground area (collectively, the "Non-Exclusive Space").

B. Tenant is taking the Leased Premises and all other rights conveyed by this Agreement "as is" in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises or the Washington Center, or any personal property on or inside the Washington Center is suitable for any purpose.

C. Tenant may only use the Leased Premises in furtherance of providing the Services.

D. Tenant acknowledges and agrees that (i) Tenant will use the Leased Premises to provide its Services; (ii) Tenant shall not interfere with other parties' right to use the Non-Exclusive Space, except when Tenant has reserved some portion of the Non-Exclusive Space for its exclusive use as permitted by this Agreement.

E. Tenant's rights with respect to the Leased Premises are subject to the terms set forth in the Restated and Amended Easement Agreement dated April 21, 1995 between the City, Artspace Projects, Inc. and Washington Studios Limited Partnership, a copy of which has been provided to Tenant (the "Easement Agreement").

F. Notwithstanding the Term, Tenant may only provide its Services at the Leased Premises between the hours of 6:00 a.m. through 10:00 p.m.

## **II. TERM OF AGREEMENT.**

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on August 1, 2022, and shall expire on December 31, 2025, unless terminated early as provided for herein (the "Term").

### **III. RENT AND RESERVATION OF NON-EXCLUSIVE SPACE.**

A. Rent. Partial consideration by Tenant to the City for this Agreement shall be the public benefit provided by the Services. Therefore, the City agrees to a reduced rent rate from current market rent rates, in the following amounts for the following time periods (plus additional charges for periodic use of Non-Exclusive Space as set forth below):

1. For the period August 1, 2022 through December 31, 2023, Tenant shall not pay rent.
2. For the period January 1, 2024 through December 31, 2024, Tenant shall pay rent equal to \$2.50 per square foot, for base monthly rent in the amount of \$802.29 (\$2.50 x 3,851 sq. ft/12 months).
3. For the period January 1, 2025 through December 31, 2025, Tenant shall pay rent equal to \$5.00 per square foot, for base monthly rent in the amount of \$1,604.58 (\$5.00 x 3,851 sq. ft/12 months).
4. For the period August 1, 2022 through December 31, 2023, Tenant shall not pay for garbage and recycling service. For the period January 1, 2024 through December 31, 2025, Tenant shall pay \$100.00 per month for garbage and recycling service.
6. Full rent payments shall be due and payable, in advance, on or before the first day of each calendar month. Payments shall be mailed or delivered to the City Finance Department, Room 120 City Hall, 411 W. First Street, Duluth, Minnesota 55802. Rent payments shall be deposited in Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings).

B. Conference Rooms. Use of the conference rooms located in the Non-Exclusive Space (the “Conference Rooms”) must be scheduled and approved in advance by the City’s Manager of Parks and Recreation or their designee (the “Parks Manager”). Use of the Conference Rooms is subject to availability, and Tenant is not guaranteed priority of its reservation requests. The Parks Manager reserves the exclusive right to cancel and/or reschedule Tenant’s use of the Conference Rooms should an unforeseen scheduling conflict arise. Use of the Conference Rooms shall be without additional charge if prior written approval is properly obtained in advance by Tenant. All meetings and events held in the Conference Rooms must follow this criteria:

1. The meeting or event must be directly related to the Services.
2. At least one designated key holder of Tenant (a person who has been directly assigned a key from the PFM Manager) must be present for the entire duration of the event or meeting.
3. Tenant shall follow all security measures, criteria and protocol established by the PFM Manager, who may unilaterally change security measures, criteria and protocol during the Term (defined below).

4. Tenant is not permitted to store or leave any items in the Conference Rooms.

C. Gymnasium. Subject to availability, use of the gymnasium (the “Gymnasium”) must be scheduled and approved by the Parks Manager. The Parks Manager reserves the exclusive right to cancel and/or reschedule Tenant’s use of the Gymnasium should an unforeseen scheduling conflict arise. Use of the Gymnasium shall be without additional charge if prior written approval is obtained in advance by Tenant; however, the Parks Manager has the option to begin charging additional rent for use of the Gymnasium at the then-current established rental fees. Use of the Gymnasium by Tenant must follow this criteria:

1. Use of the Gymnasium must be directly related to the Services.

2. Tenant must clean the Gymnasium after each use so that it is available for use by the public at the conclusion of each of Tenant’s reservations.

3. Tenant shall follow all reservation processes for the Gymnasium as requested by the Parks Manager, including the submission of proposed schedules for use during the summer and school-year seasons. Tenant’s proposed schedule submission shall include weekdays, holidays and weekends.

4. At least one designated key holder of Tenant (a person who has been directly assigned a key from the PFM Manager) must be responsible for the Gymnasium for the entire duration of each use.

5. Tenant’s use of the Gymnasium is not guaranteed and is balanced between public use and Tenant’s use. The Parks Manager reserves the right to adjust scheduled use of the Gymnasium to accommodate community needs.

#### **IV. TENANT RESPONSIBILITIES.**

A. Tenant shall maintain the Exclusive Space in a safe and reasonable state of repair, normal wear and tear excepted, including cleaning of interior windows located in the Exclusive Space. Tenant shall thoroughly clean the kitchen located in the Non-Exclusive Space following each use by Tenant, and shall clean up after its own use of all other Non-Exclusive Space. Tenant shall remove and properly dispose of all litter and other waste it produces into the Washington Center trash and recycling containers designated and/or provided by the City. Tenant shall keep the bathroom located in the Exclusive Space in a clean and orderly condition and shall replace all paper products as needed.

B. Tenant shall keep the Leased Premises free from rodents, insects, and other pests. From time to time, the City may require Tenant to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of Tenant, unless the City determines, in its sole discretion, that another party is responsible for the infestation. It is further agreed that the City may pay a pest exterminating contractor on behalf of Tenant and immediately collect the same from Tenant as additional rent, or reduce any amount owed to Tenant by City pursuant to this Agreement.

C. Tenant shall be responsible for maintaining its own equipment in a safe, legal, and properly maintained manner at Tenant's sole expense. Tenant shall prohibit the use of any unsafe, illegal, or deficient equipment on the Leased Premises.

D. Tenant shall be solely responsible for any losses or damages caused by Tenant, including its employees, agents, volunteers, or program participants, to the Washington Center, or to any personal property owned by the City when such users are onsite in relation to the Services.

E. Tenant is solely responsible for storage, theft, and/or vandalism of the Exclusive Space and personal property, equipment, tools, and machinery.

F. Tenant will follow all established policies and procedures regarding safe and supervised usage of the Leased Premises and security for the Leased Premises, and will immediately report any concerns to the City.

G. Tenant shall provide adult supervision of its program participants by a qualified representative of Tenant at all times. Further, Tenant shall be responsible for any injuries or damages occurring to its participants when such participants are at the Leased Premises in relation to the Services.

H. Tenant shall be responsible for installation and removal of its signage on the Leased Premises. The size, design, location, and wording of such shall be subject to the approval of the PFM Manager.

I. Tenant shall comply with the City's written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to the Leased Premises, which written guidelines and instructions may be electronically provided by the City and are subject to unilateral change by the City during the Term. Tenant may have appliances in the Leased Premises only with the PFM Manager's prior written approval. All appliances installed in the Leased Premises after the start date of the Term must be energy star certified.

J. Tenant shall not remove tables, chairs and other equipment owned by the City from the Washington Center. Tenant's use of tables, chairs and other equipment owned by the City must be reserved through the Parks Manager and must be returned to the designated storage area upon conclusion of use.

**V. CITY'S RESPONSIBILITIES.**

A. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, and sewer. The City shall, at its expense, shall provide garbage and recycling service for the period August 1, 2022 through December 31, 2023. The City shall provide, at Tenant's expense, provide garbage and recycling service for the period August 1, 2022 through December 31, 2023.

B. The City shall include Tenant on interior building directories and/or signage. City shall be responsible to maintain its signage within the Leased Premises.

C. Subject to the requirements of the Easement Agreement, the City shall, at its expense, provide major repairs and Non-Routine Maintenance to the structural and mechanical components of the Leased Premises, including plumbing and electrical systems. "Non-Routine Maintenance" shall be defined as major system replacement and repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.

D. Except as otherwise provided in Section IV above, the City (or other third parties, pursuant to the Easement Agreement) shall be responsible for maintenance of the Non-Exclusive Space.

E. The City will provide light bulbs for the light fixtures attached to the Exclusive Space, which shall be installed by Tenant. The City will provide and install light bulbs for the light fixtures in the Non-Exclusive Space.

F. As the City's budget allows and dependent on the City's work force and equipment availability, City will wax the floors in the Gymnasium and the hallways within the Non-Exclusive Space. The frequency of the City's obligation under this section shall be in the City's sole discretion.

## **VI. INDEPENDENT RELATIONSHIP.**

Nothing in this Agreement 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 Tenant as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement. Tenant's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. Tenant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

## **VII. INSURANCE.**

A. Tenant shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by Tenant throughout the Term in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Tenant activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Tenant.

Tenant shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Tenant's interests and liabilities.

B. Tenant shall provide the City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. The City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on Line 2 must be deleted. As an additional insured under the insurance contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

C. The City reserves the right to require Tenant to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

D. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

E. The City shall not be liable to Tenant for any injury or damage resulting from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from the negligence of any other person whatsoever.

#### **VIII. HOLD HARMLESS AND INDEMNIFICATION.**

Tenant shall indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or Tenant, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of Tenant arising out of, related to or associated with the use of the Leased Premises by Tenant or performance of its obligations under this Agreement.

#### **IX. REPORTING, RECORDS RETENTION, AND GOVERNMENT DATA PRACTICES.**

A. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Tenant shall comply with the Minnesota Government Data Practices Act.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data by Tenant. If Tenant receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Tenant shall immediately notify the City and consult with the City as to how Tenant should respond to the request. Tenant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Tenant's unlawful disclosure or use of data protected under state and federal laws.

C. Tenant agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement and its Services for six (6) years following the termination or expiration of this Agreement.

D. Tenant acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all Tenant books, records, documents, and accounting procedures and practices related to this Agreement are subject to examination by the City or the State Auditor for six (6) years from the date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, the Tenant shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

**X. INCIDENT REPORTS.**

Tenant shall promptly notify the PFM Manager in writing of any incident of injury or loss or damage to the property of the City or to any of Tenant's participants or invitees occurring on or within the Washington Center during the Term. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached as Exhibit B.

**XI. COMPLIANCE WITH LAWS.**

A. Tenant shall make its Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Washington Center.

B. Tenant shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Leased Premises.

C. Tenant shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

D. The Services provided at the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth, as well as Centers for Disease Control and Prevention and Minnesota Department of Health guidelines regarding COVID-19.

**XII. COMMUNICATIONS.**

The parties acknowledge that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

**XIII. NOTICES.**

Unless otherwise provided herein, notice to the City or Tenant shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below 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  
Attn: Property and Facilities Manager  
1532 W. Michigan Street  
Duluth, Minnesota 55806  
(218) 730-4430

Family Freedom Center  
Attn: Executive Director  
2024 W Superior St, Suite #204  
Duluth, MN 55806  
(218) 522-4445

**XIV. CITY ACCESS.**

A. After reasonable notice to Tenant by the City (except in the case of an emergency), Tenant shall permit the PFM Manager, the Parks Manager and their designees, to access and inspect the Exclusive Space. Tenant shall permit the PFM Manager, the Parks Manager, and their designees, to access and inspect the Non-Exclusive Space at any time without prior notice. Tenant shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Leased Premises.

B. The City's Properties and Facilities Management Department shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution for the Washington Center. Tenant shall comply with the City's Key Control Policy, a copy of which shall be provided to Tenant, and is subject to unilateral change by the City during the Term. The City will only issue keys to individuals who sign a Key Slip. Tenant will be charged a fee for lost keys.

C. Tenant shall not make copies of any keys for the Washington Center or the Leased Premises. All keys shall be promptly returned to the PFM Manager upon termination or expiration of this Agreement.

**XV. TAXES.**

Tenant shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Tenant's lease or use of the Leased Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of Tenant and immediately collect the same from Tenant, or reduce any amount owed to Tenant by the City under this Agreement. Tenant shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and file all required reports and forms in proper form related thereto on or before their due date.

**XVI. TOBACCO, ALCOHOL & ILLEGAL DRUG USE PROHIBITED.**

No tobacco, alcohol, or illegal drug use is allowed on the Leased Premises.

**XVII. TERMINATION OR EXPIRATION OF AGREEMENT.**

A. General Provisions. Upon termination or expiration of this Agreement, Tenant shall surrender possession of the Leased Premises to the City in as good condition and state of repair as the Leased Premises were in at the time Tenant took possession, normal wear and tear excepted. All personal property remaining on the Leased Premises upon termination or expiration of this Agreement shall become the exclusive property of the City.

B. Without Cause. This Agreement may be terminated without cause by either party by serving at least thirty (30) days' written notice upon the other.

C. For Cause.

1. The City may unilaterally terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of occupants or neighbors of the Leased Premises would be placed in immediate jeopardy by the continuation this Agreement or the occupancy of the Leased Premises by Tenant.

2. The City may unilaterally terminate or suspend this Agreement immediately if the City determines Tenant has or is violating any term of this Agreement. The City shall provide Tenant with written notice of such violation and shall allow Tenant thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of the City within thirty (30) days, then the City may terminate this Agreement immediately by serving written notice to Tenant. In the event of a violation of this Agreement by Tenant, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the Leased Premises. The City may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Leased Premises and for attorney's fees.

## **XVIII. ALTERATIONS AND IMPROVEMENTS.**

A. Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only with the advance written approval of the PFM Manager. All such improvements and alterations shall become the property of the City. Prior to commencing any improvements or alterations, the Resident shall submit to the City a Project Proposal Request along with detailed plans. A copy of the form of Project Proposal Request is attached to this Agreement as Exhibit C. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

B. Not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Leased Premises, Tenant must provide the City with proof of required insurance, including worker's compensation, in form and substance acceptable to the City Attorney.

## **XIX. GENERAL PROVISIONS.**

A. Prior to execution of this Agreement by the City, Tenant shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State.

B. The Leased Premises and the Washington Center are a multi-use area requiring the cooperation of all users and all use is subject to the Easement Agreement. This cooperation includes ingress and egress, amenities, and related improvements. Tenant acknowledges that the City shall ultimately determine the appropriate use of the City-owned portion of the Washington Center and shall prevail in any disputes between user groups.

C. The right of Tenant to occupy, use, and maintain the Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

D. The waiver by the City or Tenant of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

E. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

F. Tenant agrees that it shall neither assign nor transfer any rights or obligations under this Agreement, nor sublet any portion of the Leased Premises.

G. The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

H. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

I. Any amendments to this Agreement shall be in writing and shall be executed by the same officers who executed the original agreement or their successors in office.

J. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

K. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

L. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

*[Remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below.

**CITY OF DULUTH**

**FAMILY FREEDOM CENTER**

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

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

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date Attested: \_\_\_\_\_

Countersigned:

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

Approved as to form:

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

**EXHIBIT A**

Washington Center

Family Freedom Center  
Exclusive Space: 4,343  
square feet ("SF")

Bathroom: 180 SF

Storage: 312 SF

Office 108: 406 SF

YOUTH PROGRAM OFFICE 100C  
15'-0" X 16'-0"  
240 SF

YOUTH PROGRAM OFFICE 100A  
12'-0" X 16'-0"  
192 SF

STORAGE 106C  
12'-0" X 14'-6"  
174 SF

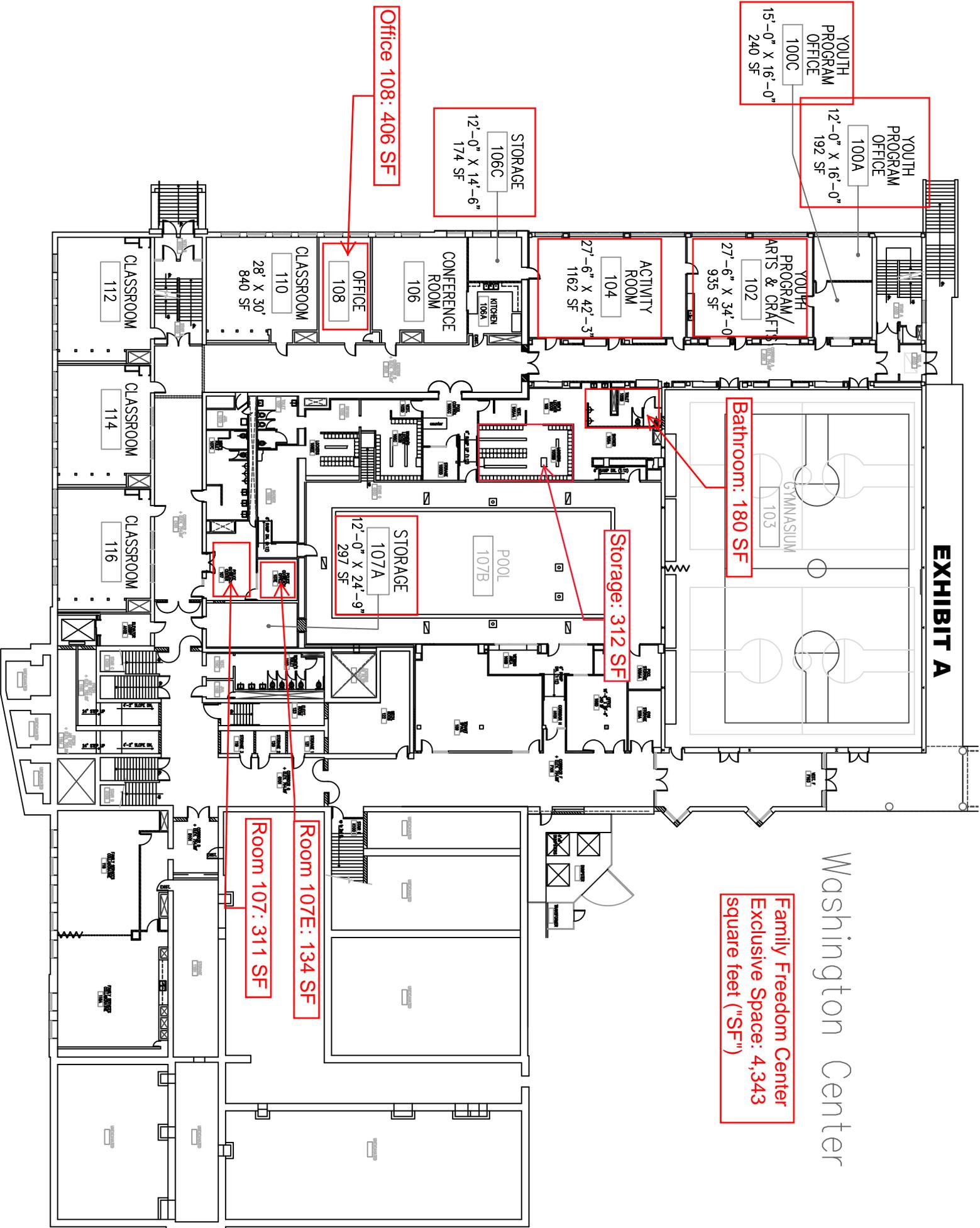
YOUTH PROGRAM ARTS & CRAFTS 102  
27'-6" X 34'-0"  
935 SF

ACTIVITY ROOM 104  
27'-6" X 42'-3"  
1162 SF

STORAGE 107A  
12'-0" X 24'-9"  
297 SF

Room 107E: 134 SF

Room 107: 311 SF



# EXHIBIT B

## City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).

Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought: <input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:	

Last name:	First name:	MI:	SSN:	
Address:				
City:	State:	Zip code:	Phone:	Date of birth:
Date of hire:	Occupation:	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female		

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
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Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Date employer notified of injury: _____	Date employer notified of lost time: _____	
First date of any lost time: _____	Return to work date: _____	RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Describe the nature of the illness or injury. Be specific. Include body parts affected.

Describe the activities when injury occurred with details of how it happened.

What tools, equipment, machines, objects and/or substances were involved?

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	

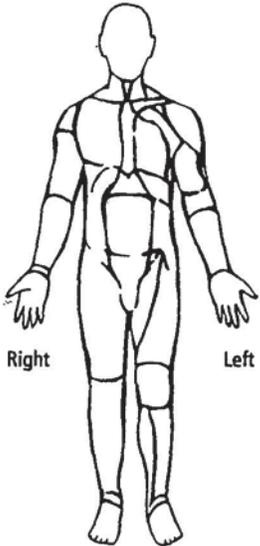
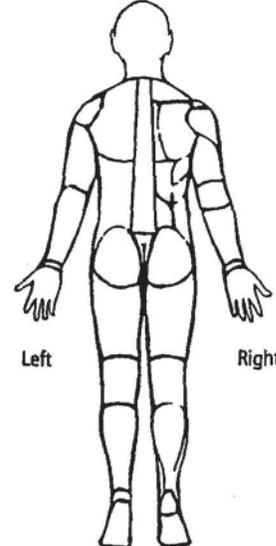
Names and phone numbers of witnesses:

Incident was a result of:  safety violation  machine malfunction  product defect  motor vehicle accident  N/A

Supervisor comments:

What actions have been taken to prevent recurrence?

# City of Duluth Incident/Injury Report

<p><b>CAUSE</b></p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p><b>TYPE OF INJURY</b></p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;"><b>MARK AREAS OF INJURY BELOW:</b></p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p><b>Front</b></p>  </div> <div style="text-align: center;"> <p><b>Back</b></p>  </div> </div>
---	---

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE				
<p><b>For vehicle accidents:</b> Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>				
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____		
<b>City vehicle, property, or equipment involved</b>	Description:			
	Vehicle #:	Make/Model:	Year:	
	Describe damage:			
<b>Non-city vehicle, property, or equipment involved</b>	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other	
	Owner address: _____			
	Owner phone number: _____		Vehicle license #: _____	
	Make/Model: _____		Color: _____	Year: _____
	Describe damage:			
<b>Weather conditions:</b>	<b>Roadway conditions:</b>	<b>Light conditions:</b>	Approximate temperature: _____ °F	
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph	
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty	
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____	
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT C



## Parks & Recreation

Ground Floor  
411 West First Street  
Duluth, Minnesota 55802



218-730-4300



parcs@duluthmn.gov

July 1, 2022

Dear Community Partner:

Thank you for your interest in proposing an improvement project on City property. We recognize that working closely with the community is an important way to develop long-term strategies, plans and improvements that benefit the greatest number of constituents possible and effectively use limited resources.

Each year there are numerous requests for projects on City property. Proposals may be submitted by individuals and community organizations, as well as City Divisions/Departments. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is strongly recommended that organizations seek City approval in advance of, or at least concurrent with, pursuing funding.

In responding to project proposal submissions, Parks and Recreation, as the City entity receiving completed project proposals, will:

1. Accept and review all Project Proposal Forms;
  - a. Should project proposals be submitted that do not apply to park property, our Division will route that project proposal onward to the appropriate City Division for review and processing.
2. For Parks-related Project Proposal Forms:
  - a. Conduct an internal review to evaluate project proposals.
  - b. Use general criteria included with the Project Proposal Application Form for reference.
  - c. Consult across departments/divisions as appropriate.
  - d. Communicate with proposer with questions, requests for additional information, and/or requests or suggestions for proposal modifications.
  - e. Provide notice of Project Proposal status as approved or denied.
    - i. If approved, facilitate the process with the proposer to project completion.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

The intent of this process is to streamline review, evaluation, and decision making against existing plans, standards, and uses. Please contact our mainline at 218-730-4300 for additional information.

Thank you for proposing projects that improve and enhance our City!

A handwritten signature in black ink that reads "Jessica Peterson".

Jessica Peterson  
Parks and Recreation Manager



## PROJECT PROPOSAL APPLICATION FORM

Use this form to propose a City of Duluth improvement project on park property. Responses should be attached to your submission. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

Please submit completed application materials to: [projectproposal@duluthmn.gov](mailto:projectproposal@duluthmn.gov).

### APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application

Name

Organization

Email

Phone

Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)

Proposed Project Name

Proposed Project Location

### PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

Please submit responses to the following questions regarding your proposed project.

- 1. Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).
- 2. Describe the proposed project in as much detail as possible.** Why is the project needed and necessary? What is the timeline? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. These may include location, sizes, wording, colors, etc. Include or attach any additional information about this project.
- 3. Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?

4. **Describe the approximate cost to complete the project and the funding sources.** Are funding sources planned, pending, or secured? Is the proposer seeking City funding or resources to support the project? If so, what resources and how much (time, materials, cash contribution...)?

5. **Does this project have the support of neighbors living nearby and/or other groups who may be regularly using the space?** How have you communicated the proposed project to them?

6. **Does the project require any specific permitting?** If so, have permits been secured? (Park space reservations for exclusive use, construction permits, land use, etc.)

NOTE: It is generally advised that applicants be aware of permit requirements, but not pursue these until approval of the project is granted.

7. **Long-term maintenance.** If applicable, what is the long-term maintenance plan for the proposed project? Who will be involved and what are their proposed roles/responsibilities? Timeline?

#### **For Temporary Art Installations:**

8. **Describe the envisioned timeline and duration of the installation.** Dates, length of time, etc. from installation to removal.

9. **Does the project have a designated point of contact** to respond to vandalism, damage, etc. on short notice if needed? Please provide contact information.

**10. If an event is intended to coincide with the installation,** have you or will you be coordinating this with the Parks Permit Coordinator or another City staff person? Please share details.

**Additional Information:**

**FOR OFFICE USE ONLY**

**The following criteria will be used to evaluate project proposals:**

- Impacts to any of the following energy types? Electricity, Gas, Oil, Steam, Water and Sewer.
- Alignment and compatibility with plans: Comprehensive Plan, Parks and Recreation Master Plan, system plans, strategic plans, mini-master plans, etc.
- Compliance with ADA and/or ABA standards for accessibility  
Compatibility with surrounding and adjoining uses
- Compatibility with current licenses, agreements, contracts between City and applicable third-party organizations
- Compliance with zoning and land use
- Permit requirements identified and able to be obtained

	<b>Y</b>	<b>N</b>	<b>N/A</b>
1. Is the proposed location(s) available and safe for proposed project?			
2. Will the proposed project ensure that current users or park use have limited negative impact or interference? (Safety, enjoyment of space...)			
3. Will the proposed project ensure that the physical nature of the site and its surroundings—short and long-term—are not negatively impacted? <i>Turf damage, modifications creating safety concerns, tree damage, litter, disintegration or detachment of installation materials...</i>			
4. If the park has an established theme or style, will the proposed project complement that theme or style?			
5. Is the proposer or their approved appointee available to respond to, address, repair, and/or remove the proposed project materials within a reasonable notice period if requested by City? <i>Graffiti, vandalism, weather impacts, broken parts, etc.</i>			
6. Will private/special/public events in the vicinity of the proposed project remain unaffected?			
a. If affected, is artist willing to adjust or mitigate?			
7. Might private/special/public events benefit from the proposed project?			
8. Temporary Art: Is this truly a Temporary Art Installation? <i>Not a permanent installation, permanent mural, nor a special/private event. Consult permitting as appropriate.</i>			

**CITY OF DULUTH**  
**PARKS AND RECREATION**  
**411 WEST FIRST STREET DULUTH, MN 55802**  
[projectproposal@duluthmn.gov](mailto:projectproposal@duluthmn.gov)  
**(218) 730-4300**