

EXHIBIT A

AGREEMENT FOR SERVICES DULUTH SISTER CITIES INTERNATIONAL, INC.

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and Duluth Sister Cities International, Inc., a Minnesota non-profit corporation, hereinafter referred to as "Corporation".

RECITALS:

1. Sister city relationships stimulate community interest in culture, history, art and the study of foreign languages; open new dialogues with people of another culture to find unique solutions to municipal problems therefore improving the quality of life for citizens of Duluth; promote Duluth tourism; advertise the City of Duluth; provide invaluable learning and educational experiences for Duluth citizens including the areas of technology and the environment; provide an opportunity for improving local relations through working together for a common objective; promote trade and stimulate the local economy by associating local products with the city marketing name (branding); and provide doors through which Duluth's citizens can experience and come to understand other countries and their people and cultures, thus furthering global understanding and world peace.
2. The City desires to participate in sister city relationships between the City and cities of other countries in part through participation in Sister City International which participation includes international exchanges of citizen visits, correspondence, artwork, culture, music, education and technology.
3. The City desires to contract with the Corporation to provide services related to participation in sister city relationships including Sister Cities International.
4. The City has deemed it to be in the public interest to provide funding to the Corporation for these services.
5. The Corporation has represented that it is qualified to provide such services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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ARTICLE I

Scope of Services

Pursuant to the terms and conditions of this Agreement, the Corporation agrees that it will provide the following services:

1. Coordinate the establishment and maintenance of official sister city relationships between the City and cities of other countries through Sister Cities International, including but not limited to Thunder Bay, Petrozavodsk, Växjö, Rania, and Ohara-Isumi City.
2. Establish official contact with Duluth's Sister Cities, collect and disseminate information on these cities, and host official visits of Sister City delegations.
3. Promote cultural, historic, artistic, economic, technical and educational understanding between City and its Sister Cities; and promote citizen exchanges.
4. Provide contacts and liaison for the business community, public schools, college and universities, and other interested groups with Duluth's Sister Cities.
5. Advise the Mayor and the City Council on Duluth's sister city relationships.
6. Perform the organizing and logistical arrangement of Sister City missions.
7. The Corporation agrees that the Mayor or his/her designee who shall bear the duties and responsibilities of the Mayor (the Mayor and his/her designee hereinafter referred to as the "Delegate") shall act as the official representative of the City for any exchange to a Sister City. All out-of-state travel by elected officials shall be in accordance with the City's most current Out-of-State Travel Policy. The Corporation agrees to provide payment in advance for all costs, such as airfare, hotel, visas, etc., of Delegate travel with respect to exchanges to Sister Cities. Notwithstanding the above, the Corporation shall provide payment on a reimbursable basis for reasonable incidental expenses of Delegate travel with respect to exchanges to Sister Cities, such as food and train or bus fare, said payment to be made within 45 days of invoice by the City to the Corporation of incidental expenses, payable into Fund 110.
8. Except as otherwise provided for herein, the City's contact for purposes of this Agreement shall be the Mayor or his/her designee (the City's Agent). The City's Agent shall act as the liaison between the Corporation and the City.
9. The Corporation agrees to name the City of Duluth in all promotional materials produced by the Corporation and in any additional materials made public with regard to the activities or services provided pursuant to this Agreement.
10. All exchange protocol agreements between Duluth and its Sister Cities must be approved in writing by the Mayor or his/her designee and the Corporation.
11. The Corporation shall remain an active member of Sister Cities International and abide by the rules governing its membership. The Corporation shall preserve its existence

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as a duly organized Minnesota non-profit corporation, and shall further preserve all of its licenses and permits to the extent necessary to operate its affairs and to fulfill the terms of this Agreement.

12. The Corporation shall be responsible for the purchase and payment of the official City gifts and artifacts to be given by the City to a Sister City.

13. The inventory of official City-owned gifts as of the date of this Agreement is attached hereto as Exhibit A. The Corporation may request to borrow for display such official gifts and artifacts given to the City by a Sister City. The request shall be made in writing to the City's Agent and shall state the specific items requested to be borrowed and where and by whom they shall be displayed. The City's Agent in his/her sole discretion may grant or deny such request. The granting or denying of such request shall be in writing. In the event the City through its Agent makes such a loan, a listing of the gifts and artifacts so loaned shall be prepared by the City's Agent and a copy provided to the Corporation. The Corporation shall maintain and secure in a safe manner all such gifts and artifacts.

ARTICLE II

Professional Fees and Payment

City hereby agrees to compensate Corporation for costs/operational expenses incurred by it in the performance of the services hereunder in accordance with the budget related to said services attached hereto as Exhibit B (the Budget) in an amount not to exceed Forty Thousand and 00/100th's Dollars (\$40,000), payable from Fund 258, Agency 030, Acct. 5436-05. Budget changes shall require the written approval of the City's Agent. Requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as the City Auditor may reasonably request. Upon receipt of said request and the appropriate documentation, the City shall promptly reimburse the Corporation for said costs/operational expenses up to the amount set forth above.

ARTICLE III

Annual Report

On or before January 31, 2018, the Corporation agrees to provide to the City's Agent an annual report of the Corporation's activities and accomplishments provided under this Agreement, including how the funds furnished by the City were spent. The annual reports shall be in a form mutually agreed upon by Corporation and the City's Agent.

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ARTICLE IV

Assignability/Subcontractors

The Corporation shall not assign or subcontract any right, duty or interest in the Agreement without the prior written consent of the City's Agent. Notwithstanding the above, the City hereby consents to the subcontracting by the Corporation for clerical services.

ARTICLE V

Term

Notwithstanding the date of execution of this Agreement, the services to be provided under this Agreement shall commence on January 1, 2017, the date of this Agreement notwithstanding, and shall terminate on December 31, 2017 unless sooner terminated as herein provided for.

ARTICLE VI

Termination of Services

City may, by giving forty-five (45) days written notice, terminate this Agreement in whole or in part without cause. In the event of termination, all reports prepared by the Corporation under this Agreement shall become the property of City and the Corporation shall promptly deliver the same to City. The Corporation shall be entitled to compensation for services properly performed by it to and including the date of termination of this Agreement, including reimbursable expenses.

ARTICLE VII

Standard of Performance

The Corporation agrees that all services to be provided to City pursuant to this Agreement shall be performed to the reasonable satisfaction of the City's Agent.

ARTICLE VIII

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by the Corporation in accordance with requirements prescribed by City, in accordance with Generally Accepted Accounting Principles ("GAAP"), and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

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B. Documentation of Costs

The Corporation 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. Additional Reports and Records

In addition to the report set forth in Article III, the Corporation shall be responsible for furnishing to City such statements, records, data and information as City may reasonably request pertaining to matters covered by this Agreement.

D. Independent Audit

On or before June 1, 2018, the Corporation shall submit to the City a financial audit of its prior fiscal year, in standard form, prepared by a licensed Certified Public Accountant and certified to be correct and complete.

E. Audits and Inspections

The Corporation agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, all Corporation books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for six (6) years from receipt of final payment under this Agreement. Upon twenty-four (24) hours advanced notice by the City, the Corporation shall provide all requested information. The Corporation will also permit City 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. The City agrees to bear the reasonable cost of any copies of documents it requires.

F. Confidentiality of Information

All reports, data, information, documentation and material given or prepared by the Corporation pursuant to this Agreement will be confidential and will not be released by the Corporation without prior authorization from City except as required for the performance of the Corporation's services or as required by law.

G. Minnesota Data Practices Act

The Corporation acknowledges that all records maintained or required to be maintained by this Agreement are subject to the Minnesota Government Data Practices (the "Act") and the Corporation agrees to maintain all such records in accordance with the Act and any applicable administrative rules.

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ARTICLE IX

Funding Contingency

It is understood and agreed by the parties that the City shall be obligated to provide payment to the Corporation only to the extent that sufficient taxes are derived from the Food and Beverage Tax, which are designated by the City Council to be placed in Fund 258 and related funds and accounts. In the event that insufficient taxes are derived from the Food and Beverage Tax, the City shall have the right in its sole and unfettered discretion to reduce or eliminate the funding available to the Corporation under this Agreement or to terminate or otherwise modify this Agreement.

ARTICLE X

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 the Corporation or any of its officers, agents, servants or employees as an agent, officer, representative, servant or employee of City for any purpose or in any manner whatsoever. The Corporation and any officers, agents, servants or employees thereof shall not be considered an employee of City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said officers, agents, servants or employees while so engaged and any and all claims whatsoever on behalf of the Corporation arising out of employment or alleged employment, including without limitation, claims of discrimination against City, its officers, agents, servants or employees shall in no way be the responsibility of City. The Corporation and its officers, agents, servants and employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever, including, without limitation, tenure rights, medical and hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay, and PERA. Furthermore, City shall not, in any way, be responsible to defend, indemnify or save harmless the Corporation from liability or judgments arising out of the intentional or negligent acts or omissions or the Corporation while performing the work specified by this Agreement.

ARTICLE XI

Indemnity and Insurance

A. Indemnity

The Corporation agrees that it shall defend, indemnify and save harmless, City and its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of City or of the Corporation, by reason of the death of or injury to person or persons or the loss of or damage

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to property arising out of the Corporation's performance of its obligations under this Agreement. On ten (10) days written notice from the City, the Corporation will appear and defend all lawsuits against City growing out of such injuries or damages.

B. Insurance.

a. Corporation shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

(1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.

(2) Public Liability and Automobile Liability Insurance with limits not less than \$1,000,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

(3) Professional Liability Insurance in an amount not less than \$1,000,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made" insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Corporation agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

(4) City of Duluth shall be named as Additional Insured under the Public Liability and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming himself and City of Duluth. Corporation shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Corporation to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

(5) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the

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policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.

(6) The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Corporation, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Corporation, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

c. Certificates showing that Corporation is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

d. The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Corporation.

e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Agreement without at least 30 days advanced notice being given to the City.

ARTICLE XII

Civil Rights Assurances

The Corporation, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement, does hereby covenant and agree to comply with all laws relating to unlawful discrimination.

ARTICLE XIII

Compliance with Laws

The Corporation agrees 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 now or later become applicable to its activities under this Agreement.

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ARTICLE XIV

Notices

Notice to City or the Corporation 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: City of Duluth
Chief Administrative Officer
Room 402 City Hall
Duluth, MN 55802

Corporation: Duluth Sister Cities International, Inc.
301 West First Street, Suite 308
Duluth, MN 55802

ARTICLE XV

Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE XVI

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 XVII

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.

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ARTICLE XVIII

No Third Party Rights

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

ARTICLE XIX

Authority to Execute Agreement

The Corporation represents to the City that the execution of this Agreement has been duly and fully authorized by its governing body or board, that the officers of the Corporation who executed this Agreement on its behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of the Corporation on its behalf will constitute and be the binding obligation and agreement of the Corporation in accordance with the terms and conditions hereof.

ARTICLE XX

Entire Agreement, Counterparts

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. This Agreement may be amended only by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

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

CITY OF DULUTH-

**DULUTH SISTER CITIES INTERNATIONAL,
INC.**

By _____
Mayor

By _____

Attest:

Its _____
Title of Representative

City Clerk

Date: _____

Date Attested: _____

By _____

Countersigned:

Its _____
Title of Representative

City Auditor

Date: _____

Approved as to form:

City Attorney

Exhibit A

City Owned Merchandise	
Sister City International wood plaque (dated 1995)	Duluth Sister Cities Office
1 pair miniature blue & white skis	Duluth Sister Cities Office
lg. painting of Petrozavodsk Lakewalk	Duluth Sister Cities Office
2 lg. stone statues of abstract figures	Duluth Sister Cities Office
black painted plate w/gold leaves & red berries	Duluth Sister Cities Office
round wood container w/ cover/ outside covered in bark	Duluth Sister Cities Office
beverage container w/ 6 small shot glasses	Duluth Sister Cities Office
small brown pitcher & cup/ decorated w/ painted flowers	Duluth Sister Cities Office
Large replica of Japanese Peace Bell and wagon	Duluth Sister Cities Office
Lg. brown vase with cover	Duluth Sister Cities Office
glass statue of 4 Sister Cities - All Sister Cities Festival 2004	Duluth Sister Cities Office
1 doll figure	Duluth Sister Cities Office
1 cloth	Duluth Sister Cities Office
4 Sister City Charter Plaques - 1 from each Sister City#	City Hall Council Chambers
5 Flags with Poles / 1 from each Sister City & US#	City Hall Council Chambers
Lg. red cloth wall hanging/ Peace	Duluth Sister Cities Office
Ohara	
framed picture of volcano	Duluth Sister Cities Office
small green iron peace bell	Duluth Sister Cities Office
framed Sister City agreement between Ohara & Duluth	Duluth Sister Cities Office
Ohara lg. fan w/fabric replica of Japanese woman	Duluth Sister Cities Office
small gold bell dated 1991	Duluth Sister Cities Office
2 gold candle sticks	Duluth Sister Cities Office
painted vase/rose on front*	Duluth Sister Cities Office
framed gold picture of cranes/gold background	Duluth Sister Cities Office
small statue of oriental woman	Duluth Sister Cities Office
painted rock/ tree scene	Duluth Sister Cities Office
gold metal headwear	Duluth Sister Cities Office
lg. wood case holding large oriental brush	Duluth Sister Cities Office
lg. glass platter/ peacocks painted on front	Duluth Sister Cities Office
small white cup w/black oriental characters	Duluth Sister Cities Office
1 each red and white painted oriental figures	Duluth Sister Cities Office
oriental cloth figure on black painted display board	Duluth Sister Cities Office
painted scene of rabbits on black display stand	Duluth Sister Cities Office
blue green and gold oriental incense burner	Duluth Sister Cities Office

and cover	
lg. lt. green vase/ painted w/gold & green flowers*	Duluth Sister Cities Office
lg. wooden ship	Duluth Sister Cities Office
lg. blue & gold platter	Duluth Sister Cities Office
lg. ornate oriental doll	Duluth Sister Cities Office
sword	Duluth Sister Cities Office
black vase with gold etching	Duluth Sister Cities Office
wood piece with painted characters	Duluth Sister Cities Office
Petrozavodsk	
lg. wood carved shield/ Petrozavodsk	Duluth Sister Cities Office
framed Sister City agreement w/Petrozavodsk & Duluth	Duluth Sister Cities Office
wood carved picture/ Petrozavodsk	Duluth Sister Cities Office
lg. wood plate w/ blue carving of building	Duluth Sister Cities Office
peach lg. platter (dated 2001)	Duluth Sister Cities Office
small black Petrozavodsk plate	Duluth Sister Cities Office
small green rock display (Karelia)	Duluth Sister Cities Office
small brown rock display	Duluth Sister Cities Office
brown painted statue of man	Duluth Sister Cities Office
2 scarves w/ streets of Russia	Duluth Sister Cities Office
lg. wood replica of Petrozavodsk church/ crosses on	Duluth Sister Cities Office
green bear statue	Duluth Sister Cities Office
Russian instrument w/ strings	Duluth Sister Cities Office
Lg. wooden carved bowl	Duluth Sister Cities Office
Lg. wooden carved spoon	Duluth Sister Cities Office
wood jar with cover / painted with leaves and lady bugs	Duluth Sister Cities Office
Lg. wood shield	Duluth Sister Cities Office
Lg. carved wood plate	Duluth Sister Cities Office
Lg. platter with hand painted blue flowers (2008 Official Gift)	Duluth Sister Cities Office
Clay Plate (2009 Official Gift)	Duluth Sister Cities Office
set of (7) stacking doll figures	Duluth Sister Cities Office
tall white painted jar with lid	Duluth Sister Cities Office
birch bark container with lid	Duluth Sister Cities Office
1 Casio watch	Duluth Sister Cities Office
1 sm. Volcano painting on board	Duluth Sister Cities Office
1 set of 2 wood paddles/ painted	Duluth Sister Cities Office
1 wall hanging w/ figure of Japanese girl/ made of cloth	Duluth Sister Cities Office
box with oriental cloth	Duluth Sister Cities Office
2 small oriental bags with drawstrings	Duluth Sister Cities Office
16 oriental napkins/ placemats	Duluth Sister Cities Office
4 table runners/ scarves	Duluth Sister Cities Office
5 painted wall hangings	Duluth Sister Cities Office
3 table cloths	Duluth Sister Cities Office
2 kimonos	Duluth Sister Cities Office
2 lg. decorative cloth banners with fringe	Duluth Sister Cities Office

1 oriental pillow	Duluth Sister Cities Office
1 kimono top	Duluth Sister Cities Office
2 tall oriental cat figures/ painted	Duluth Sister Cities Office
2 sm fans	Duluth Sister Cities Office
paddle with cloth Oriental figure	Duluth Sister Cities Office
lg wood fan	Duluth Sister Cities Office
5 lg. scrolls w/ paintings and oriental figures on	Duluth Sister Cities Office
lg. wad round container	Duluth Sister Cities Office
4 Oriental books in boxes	Duluth Sister Cities Office
1 neck tie	Duluth Sister Cities Office
framed picture of Oriental man	Duluth Sister Cities Office
29 fold up fans	Duluth Sister Cities Office
5 masks	Duluth Sister Cities Office
5 flat bamboo fans	Duluth Sister Cities Office
cloth wall hanging on poles	Duluth Sister Cities Office
7 misc. painted cloth & wood art pieces	Duluth Sister Cities Office
1 lantern	Duluth Sister Cities Office
1 boxed set of 2 mirrors and stands	Duluth Sister Cities Office
1 boxed set of 4 small gold plates	Duluth Sister Cities Office
1 boxed set of fan w/Oriental cloth figure on it	Duluth Sister Cities Office
1 very ornate red kimono	Duluth Sister Cities Office
1 wicker vase	Duluth Sister Cities Office
24 Ohara pins	Duluth Sister Cities Office
34 Sister City Pins	Duluth Sister Cities Office
2 painted paper wall hangings	Duluth Sister Cities Office
2 ornate rose petal papers	Duluth Sister Cities Office
2 Oriental paintings	Duluth Sister Cities Office
1 kimono OBI and belt	Duluth Sister Cities Office
Box of Japanese items (writing materials, fans, decorations gift items.et	Duluth Sister Cities Office
VAXJO	
95" x 58" Vaxjo cloth flag	Duluth Sister Cities Office
5 Swedish Tiles	Duluth Sister Cities Office
4 pkgs. Swedish napkins	Duluth Sister Cities Office
small doll	Duluth Sister Cities Office
Books: "The Emigrants" by Vilhelm Moberg	Duluth Sister Cities Office
"Unto A Good Land" by Vilhelm Moberg	Duluth Sister Cities Office
"The Last letter Home" by Vilhelm Moberg	Duluth Sister Cities Office
2 American Swedish Handbooks	Duluth Sister Cities Office
1 Swedish Cookbook	Duluth Sister Cities Office
8 books "Views of Vaxjo"	Duluth Sister Cities Office
8 Misc. Swedish Books	Duluth Sister Cities Office
CD's : 14 CD #1 by Everts Kvintett	Duluth Sister Cities Office
15 CD #2 by Everts Kvintett	Duluth Sister Cities Office
2 Swedish tapes	Duluth Sister Cities Office

Sister City Office Equipment			Updated 11/11
Description	Qty	Serial #	Location
2 drawer file cabinet	2		Duluth Sister Cities Office
3 drawer file cabinet	2		Duluth Sister Cities Office
4 drawer file cabinet	2		Duluth Sister Cities Office
Black & Decker coffee maker	1		Duluth Sister Cities Office
Buffalo Tera station	2		Duluth Sister Cities Office
Canon P200- DH III adding machine	1		Duluth Sister Cities Office
Chairs (1/2 belong to Public Arts)	24		Duluth Sister Cities Office
Compaq monitor V?OO	1	014CH24AJ669	Duluth Sister Cities Office
Easel	1		Duluth Sister Cities Office
Electric pencil sharpener - X-Acto	1		Duluth Sister Cities Office
Fax machine	1	HP 1020	Duluth Sister Cities Office
Gateway computer	1	36131095	Duluth Sister Cities Office
Gateway keyboard	1	5H05102243B	Duluth Sister Cities Office
Gateway mouse	1	PID HC5380E030L P/N 931206 A0000	Duluth Sister Cities Office
GE Microwave	1	69-87E00511-012491	Duluth Sister Cities Office
Glass Office Desk	1		Duluth Sister Cities Office
HP Color Laser Jet Copier-Printer CM2320fxiMFP	1		Duluth Sister Cities Office
HP Color Laser Jet Printer 2600n	1	CNHC77C2VJ	Duluth Sister Cities Office
Intel Laptop Computer - Lenova T60	1	Product ID 1951VSL	Duluth Sister Cities Office
Kettle Express Electric Pot	1		Duluth Sister Cities Office
LG Computer	1	0201Uo9C18290	Duluth Sister Cities Office
Lumix Digital Camera & Charger	1		Duluth Sister Cities Office
Metal Shelving Unit	5		Duluth Sister Cities Office
Microsoft Keyboard	1	17700506315	Duluth Sister Cities Office
Microsoft Mouse	1	X802382-022PID56180	Duluth Sister Cities Office
Miscellaneous Craft Supplies			Duluth Sister Cities Office
Miscellaneous Office Supplies			Duluth Sister Cities Office
Miscellaneous Paper Products			Duluth Sister Cities Office
Money box	6		Duluth Sister Cities Office
Moving Dolly	1		Duluth Sister Cities Office
NEC Monitor	1	8X500097TA	Duluth Sister Cities Office
Office Chair	3		Duluth Sister Cities Office
Office desk	2		Duluth Sister Cities Office
Panasonic Phone	2		Duluth Sister Cities Office
Paper Cutter	1		Duluth Sister Cities Office
Pedestals (Various sizes)	17		Duluth Sister Cities Office
Sister Cities Banner	1		Duluth Sister Cities Office
Sony Trinitron Monitor	1	CPD G220R 80964975N	Duluth Sister Cities Office
Tables (1/2 belong to Public Arts)	6		Duluth Sister Cities Office
View Sonic Projector	1	QXJ082701558	Duluth Sister Cities Office
Whirlpool Refrigerator	1		Duluth Sister Cities Office
Wood Bookshelf	1		Duluth Sister Cities Office
Wood Computer Desk	1		Duluth Sister Cities Office

EXHIBIT B

DULUTH SISTER CITIES INTERNA

Revenue	40,000
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EXPENSES

Office Supplies	950.00
Contract Services & Wages	25,555.00
Other Contract Services-Audit	3,000.00
Phone/Internet Service	1,500.00
Postage	400.00
Insurance	0.00
Delegations	0.00
Advertising & Promotion	0.00
Printing & Copying	750.00
Dues & Subscription	825.00
Other Services & Charges	7,020.00
Board & Meeting Expenses	0.00
Fund Raising Expenses	0.00
Total Expenses	<u>40,000.00</u>

Revenue over Expenses	-
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