

## Attachment A

### **AGREEMENT TO INSURE CERTAIN DULUTH AIRPORT AUTHORITY PROPERTY UNDER THE CITY OF DULUTH'S PROPERTY INSURANCE POLICY**

Pertaining to the period of February 16, 2026, to February 16, 2027.

This Agreement is by and between the DULUTH AIRPORT AUTHORITY ("Authority"), and the CITY OF DULUTH ("City"). This agreement shall be effective as of the date of the City Clerk's signature below.

WHEREAS, buildings owned by the City are insured with Hanover Insurance Company located at 440 Lincoln Street, Worcester, MA 01653 and the City maintains equipment breakdown insurance coverage (commonly referred to as "boiler insurance") and inspection through Hartford Steam Boiler Inspection and Insurance Company located at 595 East Swedesford Road, Wayne, PA 19087; both property and boiler insurance are through the City's insurance agent, Chris James of Marsh & McLennan Agency LLC; and

WHEREAS, the City's property insurance coverage and boiler insurance coverage runs from February 16, 2026, to February 16, 2027; and

WHEREAS, the Authority desires to insure certain of its property through the City's policies of insurance.

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

1. ALL RISK BLANKET POLICY

The City hereby agrees to include the Authority properties and equipment set forth on Exhibit A (hereinafter the "Authority Buildings") on the City's all risk blanket policy which covers buildings and business personal property and boiler insurance policy. The values of the Authority Buildings for purposes of property and boiler insurance are also set forth on Exhibit A. Authority shall be named a lien holder on the insurance policies. The City agrees to immediately pay over to Authority any claim settlements on any of the Authority Buildings. Additionally, Authority shall immediately be provided any notices pertaining to the Authority Buildings. The Authority shall immediately notify the City's Risk Manager of any changes that may affect the value of any of the Authority Buildings.

2. TERM OF INSURANCE COVERAGE

The Authority Buildings shall be insured for the period of February 16, 2026, to February 16, 2027.

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### 3. PAYMENT BY AUTHORITY.

Authority agrees to pay City for insuring the Authority Building in the amount of one hundred ten thousand dollars (\$110,000) payable into City Fund 610-036-1659-4906 (Self-Insurance Liabilities, Insurance Accounts, Airport Insurance, Other Insurance Charges).

### 4. MUTUAL COOPERATION

The Authority shall immediately give notice to the City of any damage to the Authority Property. The City Risk Manager in cooperation with Authority's Executive Director will handle the processing of any claims involving the Authority Buildings. The City and Authority shall fully cooperate with the insurance companies in processing any claims.

### 5. POINT OF CONTACT

The point of contract for each of the parties to this Agreement shall be as follows:

City of Duluth:       Jesse J. Budisalovich  
                              City of Duluth  
                              440 City Hall  
                              411 West First Street  
                              Duluth, MN 55802  
                              (218) 730-5276

Authority:             Tom Werner  
                              Duluth Airport Authority  
                              Duluth International Airport  
                              4701 Grinden Drive  
                              Duluth, MN 55811  
                              (218) 625-7766

### 6. WAIVER

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

### 7. 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. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal

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court within the State of Minnesota.

### 8. 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.

### 9. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

### 10. EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized.

CITY OF DULUTH

DULUTH AIRPORT AUTHORITY

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

By \_\_\_\_\_  
President

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

By \_\_\_\_\_  
Secretary

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

Countersigned:

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

Approved as to form:

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