



FEDERAL RESERVE BANK OF MINNEAPOLIS

Pursuing an economy that works for all of us

Wednesday, July 23, 2025

VIA ELECTRONIC MAIL

City of Duluth
411 W 1st St.,
Duluth, MN. 55802

Attn: Elena Foshay, efoshay@duluthmn.gov

Re: Focus Group Facilitation Agreement

Dear Mayor Roger J. Reinert:

This letter is an Agreement between the Federal Reserve Bank of Minneapolis (“Bank”) and City of Duluth (“you”) (collectively, the “Parties”), for services you will provide to Bank as a focus group coordinator more particularly described below and in any discussion guide or other documentation furnished by Bank. In the event of any inconsistency between such documentation and the terms of this Agreement, the terms of this Agreement govern.

Overview of Focus Group(s):

Initial Focus Group You shall coordinate one 60-minute focus group with 5 to 15 participants as agreed by the Parties on August 20, 2025, at a time to be specified by Bank, by finding participants, setting up a meeting room, and providing any additional support requested by Bank. The overall topic for the focus group discussions is: *the impact of inflation on low-moderate income families*. The focus group will be facilitated by Bank staff. Participants will be asked to be present at a specific location set by the Parties beforehand. The Parties can agree in writing (via email) a change of the location. The focus group will be conducted in person.

Follow-Up Focus Group(s) At Bank’s option, you shall coordinate up to one additional 60-minute focus group with the same participants (or as many of the same participants as possible) during 2025 or 2026. The specifics of the focus group (date, time, format, discussion guide, etc.) will be mutually agreed by Bank and you in writing (including by email).

Participant Incentive Payment Bank will reimburse you a \$50 incentive payment per participant, per focus group.

Focus Group Coordination Fee \$500 per focus group. A portion of the fees shall be allocated to food expenses.

Your work on the focus group constitutes “Services” for purposes of this Agreement. In consideration for the Services and subject to Bank’s acceptance of the same, Bank will pay you the focus group coordination

fee and reimburse you for the participant incentive specified above. The amounts represented in the table are all-inclusive; Bank will not pay you any other amount or reimburse you for any other expenses.

Upon completion of each focus group, you agree to provide Bank a list of focus group participants and an invoice for the amounts payable (as indicated above). Please include a reference to Community Development and Engagement Department and a reference to this letter agreement on your invoice. Invoices must be submitted to Bank by email addressed to dal.apsscinvsub@dal.frb.org. Please also send a copy of your invoice to Brittany Goettlich by email to Brittany.Goettlich@mpls.frb.org.

You agree to hold all confidential or classified information you obtain from Bank in trust and confidence and not to disclose it to a third party without the Bank's prior written approval. Additionally, you agree that you will comply with all applicable laws, regulations, and government orders relating to personally identifiable information relating to the focus group participants and any other data managed by you.

To process a payment, Bank requires that you complete and return accounting forms that will be sent to you separately. The Bank is exempt from all federal, state, and local taxes, except real estate taxes, pursuant to 12 U.S.C. § 531. Accordingly, you agree not to charge Bank for any federal, state, or local taxes from which it is exempt, including sales and use taxes.

The Bank does not permit its name, logo, or other trademarks to be used for commercial purposes. Therefore, you may not include Bank's name or logo, or otherwise refer to Bank on a client list or in other promotional material for your services.

Bank is subject to the requirements of Section 342 of the Dodd–Frank Wall Street Reform and Consumer Protection Act (12 U.S.C. § 5452). Accordingly: (a) you shall, to the maximum extent possible consistent with applicable law, provide for the fair inclusion of minorities and women in its workforce, and as applicable, subcontractors; and (b) if requested by Bank, you shall provide documentation satisfactory to Bank regarding (1) the actions you has undertaken to verify your good faith compliance with such requirements and (2) your “Tier 2” minority- and women-owned business spend. You understand and agree that a breach of this section constitutes a material breach of the Agreement.

You are responsible for your own acts and omissions and for the acts and omissions of your agents, and will indemnify, defend, and hold harmless Bank, and any of its employees, officers and associates, as well as any assignees (collectively, the “Bank Parties”) from all claims, damages, losses, costs and/or expenses, of whatever nature (including attorneys’ fees), arising from such acts and omissions. Bank will not be liable to you or to any other person or entity for any claim, damage, loss, cost or expense (including attorneys’ fees), arising out of your delivery of the Services.

You and your agents (if any) are independent contractors under this Agreement and not an employee, agent, partner, co-venturer, or representative of Bank, and no act or omission by you will in any way obligate or be binding on Bank.

The Agreement described in this letter and any claims arising out of or in connection with the Agreement are governed by the laws of the United States and, in the absence of controlling federal law, the laws of the State of Minnesota even if applicable conflict-of-law rules indicate the laws of a different jurisdiction should govern. The exclusive forum for any disputes arising under this Agreement is the United States District Court for the District of Minnesota.

This letter represents the entire agreement between you and Bank. It supersedes and replaces any and all prior representations, correspondence, and agreements between the Parties regarding this matter. If the

arrangements I have set out are satisfactory to you, please keep a copy of this letter and return the original to me after you have signed in the space provided below. This Agreement may be signed electronically in counterparty signature pages and shall not be effective until it is signed by all parties.

Sincerely yours,

THE FEDERAL RESERVE BANK OF MINNEAPOLIS

By: _____

Name: Hue Nguyen

Title: Assistant Vice President

AGREED AND ACCEPTED:



CITY OF DULUTH

By: _____

(City Administrator per Delegated Authority)

Name: Matthew Staehling

Title: _____

Attest: _____

Provisional City Clerk – Alyssa Denham

Date: _____

Countersigned:

City Auditor – Josh Bailey

Approved as to form:

City Attorney – Terri Lehr