

**AGREEMENT FOR FUNDING OF HOMELESSNESS PROGRAMMING TO SUPPORT THE  
TENANT LANDLORD CONNECT BETWEEN CITY OF DULUTH AND  
HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH, MINNESOTA**

**THIS AGREEMENT** is by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH, MINNESOTA (hereinafter the "HRA") and the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota (hereinafter the "City").

**WHEREAS**, the HRA and the City desire to implement a homelessness programming through the Tenant Landlord Connection; and

**WHEREAS**, the City is funding the Tenant Landlord Connection, and seeks to do so in partnership with other agencies, including the HRA and St. Louis County.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the HRA and the City agree as follows:

**ARTICLE I. FUNDING FOR SERVICES**

HRA shall pay City \$17,500.00 for homelessness services, which shall be used to fund the Tenant Landlord Connection operated by One Roof Community Housing, in one payment to City no later than September 30, 2019, payable into Fund 110-700-1407-4654-02.

**ARTICLE II. RESPONSIBILITIES OF CITY AND HRA**

City shall provide HRA copies of all reports provided by One Roof Community Housing related to performance of the Tenant Landlord Connection when such reports are available.

**ARTICLE III. LIABILITY**

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of the Minnesota Municipal Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

**ARTICLE IV. TERM**

This Agreement shall be in effect for one year commencing on January 1, 2019, and ending on December 31, 2019.

**ARTICLE V: CIVIL RIGHTS ASSURANCES**

HRA and City, and their officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.

2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

#### **ARTICLE VI. GENERAL PROVISIONS**

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
2. 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 she or he is 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.
3. The City and HRA shall not in any way assign or transfer any of their rights or interests under this Agreement.
4. 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.
5. The waiver by the parties 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.
6. 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.
7. Notice to HRA or City 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:

HRA: Executive Director  
Housing and Redevelopment Authority  
222 E. East Second Street  
Duluth, Minnesota 55805

City: Director of Planning and Economic Development  
Duluth City Hall, Room 160  
411 W. 1<sup>st</sup> Street  
Duluth, Minnesota 55802

8. 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.

**WHEREFORE, the parties hereto have set their hands the day and date shown below.**

**CITY OF DULUTH, a Minnesota  
Municipal Corporation**

**HOUSING AND REDEVELOPMENT  
AUTHORITY OF DULUTH, MINNESOTA**

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

By \_\_\_\_\_  
Executive Director

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

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

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

Countersigned:

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

Approved as to Form:

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