

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

Pertaining to the period of February 16, 2016 to February 16, 2017

This Agreement is by and between the DULUTH AIRPORT AUTHORITY ("Authority"), and the CITY OF DULUTH ("City").

WHEREAS, buildings owned by the City are insured with Affiliated FM Insurance Company located at 300 S. Northwest Highway, Suite 100, Park Ridge, IL 60068 through insurance agent, Chris James of Marsh & McLennan Agency LLC.; and

WHEREAS, the City's property insurance coverage runs from February 16, 2012 to February 16, 2017; and

WHEREAS, the Authority desires to insure certain of its property and equipment 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 AND BOILER 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. The values of the Authority Buildings for purposes of 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 claims investigator/adjuster or designee (the "City Adjuster") 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, 2016 to February 16, 2017.

3. PAYMENT BY AUTHORITY.

Authority agrees to pay City for insuring the Authority Buildings in the amount of not to exceed Forty-Seven Thousand and Four Hundred and Ninety-Four dollars (\$47,494) payable into City Fund 605-036-1659-4906 (Self Insurance Fund, 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 Adjuster 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: Don Douglas
City of Duluth
410 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 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.

CITY OF DULUTH

DULUTH AIRPORT AUTHORITY

By _____
Mayor

By _____
President

Attest: _____
City Clerk

By _____
Secretary

Countersigned:

City Auditor

Approved as to form:

City Attorney