

Document B  
FIRST AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
SOAR CAREER SOLUTIONS  
AND  
CITY OF DULUTH

This First Amendment, effective as of the date of attestation by the City Clerk (“Effective Date”) is by and between the CITY OF DULUTH, (the “City”) and TRUE NORTH GOODWILL NORTHERN MINNESOTA AND NORTHWESTERN WISCONSIN (“Goodwill”) (the surviving entity after a merger between the Consultant, SOAR CAREER SOLUTIONS, and True North Goodwill Northern Minnesota and Northwestern Wisconsin); and.

WHEREAS, the City and SOAR Career Solutions entered into a Professional Services Agreement (“Agreement”) on or about May 16, 2024 (City Contract No.24763) attached as Exhibit A; and

WHEREAS, SOAR Career Solutions and True North Goodwill Northern Minnesota and Northwestern Wisconsin have merged and the surviving entity is True North Goodwill Northern Minnesota and Northwestern Wisconsin (“Goodwill”) (see Office of the Minnesota Secretary of State Certificate of Merger attached as Exhibit B); and

WHEREAS, both the City and Goodwill wish to amend the Agreement to reflect the merger between SOAR Career Solutions and Goodwill and to reflect that Goodwill is the Consultant in the Agreement and will assume all the responsibilities, rights, titles and interests of the Consultant under the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

In this First Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined.

1. Throughout the Agreement reference to Consultant will refer to Goodwill.
2. Section III. 9 **NOTICES** is amended as follows:
  9. **Notices**

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery services or by registered or certified mail, return receipt requested, to the following addresses;

City: City of Duluth – Workforce Development  
402 W. 1<sup>st</sup> Street  
Duluth MN 55802  
Attn: Elena Foshay

Consultant: ~~SOAR Career Solutions~~  
~~205 W. 2<sup>nd</sup> Street, Suite 101~~  
~~Duluth, MN 55802~~  
~~Attn: Emily Edison~~  
True North Goodwill Northern  
Minnesota and Northwestern Wisconsin  
Dodie Brown, President & CEO  
700 Garfield Avenue  
Duluth, MN 55802  
218-336-1550  
dbrown@truenorthgoodwill.org

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

CITY OF DULUTH

TRUE NORTH GOODWILL  
NORTHERN MINNESOTA AND  
NORTHWESTERN WISCONSIN

By \_\_\_\_\_  
Mayor (City Administrator per delegated  
authority)

By \_\_\_\_\_  
Dodie Brown  
Its: President and CEO

Attest:

\_\_\_\_\_  
City Clerk  
Date Attested: \_\_\_\_\_

Countersigned:

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

Approved as to form:

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

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN**

**SOAR Career Solutions  
AND  
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth, hereinafter referred to as City, and SOAR Career Solutions, located at 205 W. 2<sup>nd</sup> Street, Suite 101, Duluth, MN 55802, hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for updating the Diversity & Inclusion Employer Action Guide, (the "Project") as identified in Attachment A; and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, the City desires to utilize Consultant's professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide services related to the Project as described in Attachment A (the "Services"). Consultant agrees that it will provide its services at the direction of the Director of Workforce Development ("Director"). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees

It is agreed between the parties that Consultant's maximum fee for the Project and Services shall not exceed the sum of Five Thousand and 00/100 Dollars (\$5,000.00) inclusive of all travel and other expenses associated with the Project, payable from Fund 268-031-6251-5439. All invoices for services rendered shall be submitted monthly to the attention of the Director. Payment of expenses is subject to the City's receipt of reasonable substantiation/back-up supporting such expenses.

III. General Terms and Conditions

I. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement

shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be SOAR Career Solutions (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent, non-privileged information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously

assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City 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.
- e. Consultant 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.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the 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.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable

laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.

- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by December 31, 2024, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed

in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third-party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Service Provider or that of its agents, employees, or contractors. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of Service Provider or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of

Consultant arise out of or relate to the services in this Agreement or Service Provider's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this agreement, of Consultant. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. This Section shall survive the termination of this Agreement for any reason. Consultant shall not have the obligation to indemnify the City for its intentional, willful or wanton acts. **The Consultant understands this provision may affect its rights and may shift liability.**

8. Insurance

- a. Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.
  - i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.
  - ii. 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, Consultant hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage; and in the event of any change, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this 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.
  - iii. **City of Duluth shall be named as Additional Insured** under the Commercial General Liability and Automobile Liability. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance with the provisions of the underlying insurance policy



included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

- b. Certificates showing Consultant 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.
- c. 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 Consultant.
- d. The certificates shall provide that the policies shall not be cancelled during the lift of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.
- e. Except as provided for in Section 8.a.iv above, Consultant hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section 8 or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section 8 of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

**City:** City of Duluth – Workforce Development  
402 W. 1<sup>st</sup> Street  
Duluth MN 55802

Attn: Elena Foshay

**Consultant:**

SOAR Career Solutions  
205 W. 2<sup>nd</sup> Street, Suite 101  
Duluth, MN 55802  
Attn: Emily Edison

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. 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 work to be done pursuant to this Agreement.
- b. 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.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. 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.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a

party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits 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.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

*[Remainder of this page intentionally left blank. Signature page to follow.]*

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

**CITY OF DULUTH-Client**

By: DocuSigned by:  
Roger J Reinert  
Mayor – Roger Reinert

Attest:

By: DocuSigned by:  
Ian B Johnson  
City Clerk – Ian B Johnson

Date: 5/16/2024

Countersigned:

DocuSigned by:  
Josh Bailey  
City Auditor – Josh Bailey

Approved as to Form:

DocuSigned by:  
Jessica Fralich  
City Attorney – Jessica Fralich

**SOAR Career Solutions**

By: DocuSigned by:  
Emily Edison

Its: Executive Director  
Title of Representative

Date: 5/14/2024

**Attachment A: Scope of Work**

The Diversity & Inclusion Employer Action Guide is an information resource for employers developed by the Duluth Workforce Development Board's Equity Committee. The Guide provides tools and best practices for implementing diversity, equity, and inclusion workplace initiatives. Originally developed in 2021, the Guide offers concrete and vetted resources to help employers implement best practices in the area of recruiting, hiring, onboarding, and retention.

In 2024, the Equity Committee wishes to update the Guide, incorporating new tools and best practices gathered since the Guide was first published. The committee wishes to retain the same structure, as outlined below:

1. Introduction, Statement of Purpose and Context
2. Four areas of focus:
  - a. Recruiting
  - b. Hiring
  - c. Onboarding
  - d. Retention
3. Three areas within each focus:
  - a. End result/outcome goal
  - b. Suggested metrics
  - c. Best Practices
  - d. Tools/Resources

Consultant is asked to convene and coordinate the work of one or more committees to review and vet tools for inclusion in the guide, and revise the guide itself.

**Deliverables:** By or before December 31, 2024, Consultant will provide

- Edited and final word document of an updated Employer Action Guide
- Review and revision of graphic design version of updated Guide



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/12/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	<b>CONTACT NAME:</b> SBU DEPT <b>PHONE (A/C, No, Ext):</b> 218-623-5870 <b>FAX (A/C, No):</b> 212-948-9100 <b>E-MAIL ADDRESS:</b> selectprocessing@marshmma.com
<b>INSURED</b> SOAR Career Solutions 205 W 2nd St Ste 101 Duluth MN 55802	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Co. <b>NAIC #</b> 18058 <b>INSURER B:</b> SFM <b>11347</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 1029454910      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2564538	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 S
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2564538	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB867689	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 S
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			23698219	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK2564538	8/1/2023	8/1/2024	Each Incident 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is included as Additional Insured as required by written contract or agreement limited to the General Liability coverage.

DocuSigned by:  
  
 14B9014D5063413

<b>CERTIFICATE HOLDER</b>  City of Duluth 411 W 1st Street, Room 120 Duluth MN 55802	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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24763

Certificate Of Completion

Envelope Id: 230AA566D467435AA9E2D0BC9145C56F
Subject: Complete with DocuSign: AGREEMENT FOR PROFESSIONAL SERVICES - SOAR.pdf
Source Envelope:
Document Pages: 12
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Mallory Dalquist
411 W 1st St Room 105
Duluth, MN 55802
mdalquist@DuluthMN.gov
IP Address: 156.99.162.253

Record Tracking

Status: Original
5/14/2024 1:58:22 PM
Holder: Mallory Dalquist
mdalquist@DuluthMN.gov

Location: DocuSign

Signer Events

Emily Edison
eedison@soarcareers.org
Executive Director
SOAR Career Solutions
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Emily Edison
402A602902084BE

Signature Adoption: Pre-selected Style
Using IP Address: 47.49.112.218

Timestamp

Sent: 5/14/2024 2:30:15 PM
Viewed: 5/14/2024 2:47:04 PM
Signed: 5/14/2024 2:50:31 PM

Electronic Record and Signature Disclosure:
Accepted: 5/14/2024 2:47:04 PM
ID: 7a144ea0-8c20-430c-afaf-6f5c0adecb0e

Jessica Fralich
jfralich@DuluthMN.gov
City Attorney
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Jessica Fralich
1962900C5A55480...

Signature Adoption: Pre-selected Style
Using IP Address: 156.99.162.253

Sent: 5/14/2024 2:50:32 PM
Viewed: 5/15/2024 7:59:55 AM
Signed: 5/15/2024 8:00:01 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Roger J Reinert
rreinert@duluthmn.gov
Mayor
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Roger J Reinert
A1D488341A6B484...

Signature Adoption: Pre-selected Style
Using IP Address: 35.148.6.153

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Viewed: 5/15/2024 10:25:03 AM
Signed: 5/15/2024 10:26:07 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ian B Johnson
ibjohnson@duluthmn.gov
City Clerk
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Ian B Johnson
EE9D2CA1AA9F42B...

Signature Adoption: Pre-selected Style
Using IP Address: 156.99.162.253

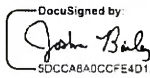
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Signed: 5/16/2024 7:56:28 AM

Electronic Record and Signature Disclosure:
Accepted: 1/10/2022 8:34:24 AM
ID: a425de5c-420c-4eda-a678-f409a0495110

**Signer Events**

Josh Bailey  
jbailey@duluthmn.gov  
City Auditor  
Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Drawn on Device  
Using IP Address: 156.99.162.253

**Timestamp**

Sent: 5/16/2024 7:56:29 AM  
Viewed: 5/16/2024 8:16:21 AM  
Signed: 5/16/2024 8:16:36 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/14/2017 9:48:39 AM  
ID: 95e81530-2b5a-4ffd-a65c-a238805e9019

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Deb A. Parker  
daparker@DuluthMN.gov  
Security Level: Email, Account Authentication (None)



Sent: 5/16/2024 8:16:37 AM  
Viewed: 5/16/2024 10:28:45 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/9/2021 1:21:54 PM  
ID: 377ecdfe-c811-4a5b-8974-2b976624f24c

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	5/14/2024 2:30:15 PM
Certified Delivered	Security Checked	5/16/2024 8:16:21 AM
Signing Complete	Security Checked	5/16/2024 8:16:36 AM
Completed	Security Checked	5/16/2024 8:16:37 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**



## **CONSUMER DISCLOSURE**

From time to time, City of Duluth (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact City of Duluth:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kculhane@duluthmn.gov](mailto:kculhane@duluthmn.gov)

**To advise City of Duluth of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [kculhane@duluthmn.gov](mailto:kculhane@duluthmn.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from City of Duluth**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [kculhane@duluthmn.gov](mailto:kculhane@duluthmn.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Duluth**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [kculhane@duluthmn.gov](mailto:kculhane@duluthmn.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Duluth as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Duluth during the course of my relationship with you.

Exhibit B

**Office of the Minnesota Secretary of State  
Certificate of Merger**

I, Steve Simon, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 317A

Home Jurisdiction and Names of Merging Entities:

MINNESOTA: SOAR CAREER SOLUTIONS  
MINNESOTA: TRUE NORTH GOODWILL NORTHERN MINNESOTA AND  
NORTHWESTERN WISCONSIN

Home Jurisdiction and Name of Surviving Entity:

MINNESOTA: TRUE NORTH GOODWILL NORTHERN MINNESOTA AND  
NORTHWESTERN WISCONSIN

Name of Surviving Entity after Effective Date of Merger:

TRUE NORTH GOODWILL NORTHERN MINNESOTA AND NORTHWESTERN  
WISCONSIN

This certificate has been issued on: 06/20/2024



*Steve Simon*

Steve Simon  
Secretary of State  
State of Minnesota



OFFICE OF THE MINNESOTA SECRETARY OF STATE

ARTICLES OF MERGER

Pursuant to Minnesota Statutes, section 317A.615, the undersigned, desiring to effect a merger (the “**Merger**”), hereby state that:

1. **Parties.** The following entities are the parties to the Merger (the “**Constituent Corporations**”):

- a. **True North Goodwill Northern Minnesota and Northwestern Wisconsin**, a Minnesota nonprofit corporation; and
- b. **SOAR Career Solutions**, a Minnesota nonprofit corporation.

2. **Plan of Merger.** The Agreement and Plan of Merger (the “**Plan of Merger**”) is attached hereto as **Exhibit A** and fully incorporated into these Articles of Merger. The Constituent Corporations have completed all of their obligations under the Plan of Merger.

3. **Surviving Entity.** The surviving entity is **True North Goodwill Northern Minnesota and Northwestern Wisconsin**, a Minnesota nonprofit corporation.

4. **Effective Date.** The effective date of these Articles of Merger is **July 1, 2024**.

5. **Approval of the Plan of Merger.** The Plan of Merger has been approved by each Constituent Corporation as required by Minnesota Statutes, section 317A.613.

6. **Attorney General Notice.** Notice to the Minnesota Attorney General required by Minnesota Statutes, section 317A.811, has been given and the waiting period has expired or has been waived by the Minnesota Attorney General.

[The Signature Page Follows]

The undersigned, certify that we are signing this document as the people whose signature is required. We further certify that we have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. We understand that by signing this document we are subject to the penalties of perjury as set forth in Minnesota Statutes, section 609.48, as if we had signed this document under oath.

**SOAR Career Solutions**

By: Emily Edison  
Emily Edison (MAY 28, 2024 14:40 CD)  
Emily Edison, Executive Director

Date signed: 28/05/24

**True North Goodwill Northern Minnesota and Northwestern Wisconsin**

By: [Signature]  
Dodie Brown, President and CEO

Date signed: 5/28/24

**Email Address for Official Notices**

Enter an email address to which the Secretary of State can forward official notices required by law and other notices: [dbrown@truenorthgoodwill.org](mailto:dbrown@truenorthgoodwill.org)

Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

List a name and daytime phone number of a person who can be contacted about this form:

Jacob K. Stonesifer  
Contact Name

218-722-6331  
Phone Number

Exhibit B

**EXHIBIT A**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “**Agreement**”) is entered into as of the 16th day of May, 2024, by and between True North Goodwill Northern Minnesota and Northwestern Wisconsin, a Minnesota nonprofit corporation (“**Goodwill**”) and SOAR Career Solutions, a Minnesota nonprofit corporation (“**SOAR**”) (Goodwill and SOAR shall be referred to individually as a “**Constituent Entity**” and together as the “**Constituent Entities**”).

### EXPLANATORY STATEMENT

This Agreement contemplates a transaction in which SOAR will merge with and into Goodwill (the “**Merger**”) upon the terms and conditions set forth herein and in accordance with the laws of the State of Minnesota.

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the Constituent Entities hereto as follows:

### ARTICLE I MERGER TERMS

1.1 **Merger**. On the Effective Date (defined below) of the Merger, SOAR shall be merged with and into Goodwill, with Goodwill continuing its existence as the surviving corporation (the “**Surviving Corporation**”).

1.2 **Effective Date**. The Merger shall become effective upon the date the Articles of Merger are filed with the Minnesota Secretary of State or upon such later effective date as is specified in the Articles of Merger as set forth in Minnesota Statutes, section 317A.641, subdivision 1 (the “**Effective Date**”).

1.3 **Name of Surviving Corporation**. At the Effective Date, the name of the Surviving Corporation shall be “True North Goodwill Northern Minnesota and Northwestern Wisconsin”.

1.4 **No Monetary Consideration**. There will not be any monetary consideration paid in relation to this transaction. Both Constituent Entities are Minnesota nonprofit corporations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code (“**Code**”). The Constituent Entities are effectuating the Merger in furtherance of their exempt purposes, as exemplified by their Articles of Incorporation, Bylaws, missions, visions, and values.

1.5 **No Members**. Neither Constituent Entity has members. The Surviving Corporation will not have any members.

1.6 **Effect of Merger**. Upon and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges and powers, and shall be subject to all the restrictions and duties of the Constituent Entities; all rights, privileges, assets, property, and powers of the Constituent Entities shall be vested in and be the property of the Surviving Corporation; and all



debts, liabilities and duties of the Constituent Entities shall thenceforth attach to the Surviving Corporation.

## ARTICLE II DUE DILIGENCE

Upon the proper request and approval being obtained as stated herein, from and after the date of this Agreement, the Constituent Entities will authorize their management to allow the other Constituent Entity and its advisors full access to their facilities, records, key employees, customers, suppliers and advisors for the purpose of completing their due diligence review. The due diligence investigation will include, but is not limited to, a complete review of financial, legal, tax, environmental, real estate, intellectual property and labor records and agreements, and any other matters as a Constituent Entity's accountants, tax and legal counsel, and other advisors deem relevant. Any and all requests to perform due diligence of SOAR shall be made directly to and approved by Emily Edison, the SOAR Executive Director. Any request to perform due diligence shall be granted by Ms. Edison unless it will unreasonably interfere with SOAR's operations.

## ARTICLE III CLOSING

3.1 **Closing.** The Constituent Entities shall close the Merger transaction on or before July 31, 2024 (the "**Closing Date**") at the offices of Johnson, Killen & Seiler, P.A., 230 West Superior Street, Suite 800, Duluth, MN 55802 or at such other date, time, and location as the Constituent Entities may mutually agree.

3.2 **Closing Deliverables.** At or before Closing:

3.2.1 SOAR shall deliver such documents as are necessary to retitle all tangible personal property, intangible property, real estate, and liabilities in the name of the Surviving Corporation.

3.2.2 SOAR shall deliver such documents as are necessary to retitle all contracts related to grant funding in the name of the Surviving Corporation.

3.2.3 SOAR shall deliver certified resolutions of SOAR which: (A) authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; (B) names the officers of SOAR authorized to sign this Agreement and the documents to be delivered hereunder, and (C) approve the Merger in compliance with Minnesota Statutes, section 317A.613, subdivision 3.

3.2.4 Goodwill shall deliver certified resolutions of Goodwill which: (A) authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; (B) names the officers of Goodwill authorized to sign this Agreement and the documents to be delivered hereunder, and (C) approve the Merger in compliance with Minnesota Statutes, section 317A.613, subdivision 3.

3.2.5 The Constituent Entities will work together to deliver all documents required under Minnesota Statutes, section 317A.601, et seq., including Articles of Merger pursuant to Minnesota Statutes, section 317A.615.

3.2.6 The Constituent Entities will work together to deliver all other documents as may be reasonably required to carry out the transactions contemplated under this Agreement.

3.3 **Closing Costs**. If the Merger is completed, Goodwill, as the Surviving Corporation, shall pay all outstanding expenses of carrying out the transactions contemplated by this Agreement. If the Merger does not occur, each of Goodwill and SOAR shall bear its own costs and expenses, including attorney fees.

3.4 **Closing Contingencies**. The respective obligations of the Constituent Entities to consummate the Merger pursuant to this Agreement are subject to, and conditioned upon:

3.4.1 Each of the Constituent Entities having obtained any and all consents necessary for the Merger, including the approval of this Agreement and the Merger by the Board of Directors of each of the Constituent Entities.

3.4.2 Each of the Constituent Entities having conducted its due diligence and investigated the business and operations of the other Constituent Entity to its reasonable satisfaction pursuant to Article II.

3.4.3 The receipt of any regulatory approvals and third party consents, on terms satisfactory to the Constituent Entities in their reasonable discretion, including any necessary consent/non-objection of the Minnesota Attorney General's Office pursuant to Minnesota Statutes, section 317A.811.

3.4.4 Confirmation that SOAR will make reasonable efforts to ensure continuation of existing grants.

3.4.5 There being no material adverse change in the business, results of operations, prospects, condition (financial or otherwise) or assets of SOAR.

3.4.6 The representations and warranties of each of the Constituent Entities contained in this Agreement or in any document delivered under this Agreement being true, correct and complete in all material respects immediately prior to the Effective Date with the same force and effect as if made immediately prior to the Effective Date.

3.4.7 Each Constituent Entity having performed and complied with, in all material respects, all covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to or on the Effective Date.

3.5 **Further Documents and Assurances**. At any time and from time to time after the Effective Date, each Constituent Entity shall, upon request of the other Constituent Entity, execute,

acknowledge and deliver all such further and other assurances and documents, and will take such action consistent with the terms of this Agreement, as may be reasonably requested to carry out the transactions contemplated herein and to permit each Constituent Entity to enjoy its rights and benefits hereunder.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 **Mutual Representations and Warranties.** Each Constituent Entity, respectively, represents and warrants that:

4.1.1 It is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota and has the requisite corporate power and authority to carry on its business as now being conducted.

4.1.2 It has the requisite corporate power and authority to enter into this Agreement and, subject to the approval of the Merger by its Board of Directors, to consummate the transactions contemplated hereby.

4.1.3 Except as expressly set forth in this Agreement, it is not required to obtain any consent, approval, authorization, or waiver from any person or entity (including any governmental authority) in connection with the Merger or the execution and delivery of this Agreement.

4.1.4 There are no governmental orders or legal actions or proceedings pending or, to the knowledge of a Constituent Entity, threatened against a Constituent Entity, that, if adversely determined, would reasonably be expected to have a material adverse effect on the Merger.

4.1.5 It is a nonprofit corporation exempt from federal income tax pursuant to Section 501(c)(3) of the Code and it has complied with all legal requirements thereunder (including timely and accurately filing all Form 990s).

4.1.6 It has substantially complied with all laws, regulations and judgments applicable to its business.

4.2 **SOAR Representations and Warranties.** SOAR represents and warrants to Goodwill that:

4.2.1 It has good and marketable title to all of its real and personal property, free and clear of all encumbrances except as disclosed to Goodwill.

4.2.2 All material agreements and contracts (including SOAR's grant contracts) currently in effect are valid and binding, and neither SOAR nor any other party is in default. All such agreements and contracts have been delivered to Goodwill.

4.2.3 There are no material liabilities of SOAR, except as disclosed to Goodwill.

4.2.4 There are no existing labor disputes or disturbances that could have a material adverse effect on the business or the Merger.

4.3 **Accuracy of Information.** Each Constituent Entity represents and warrants that all records, books, and other information provided to the other Constituent Entity pursuant to Article II above, or otherwise, are complete, accurate and current through the date of this Agreement, or the Effective Date as the case may be.

## **ARTICLE V ARTICLES OF INCORPORATION; BYLAWS; BOARD OF DIRECTORS; OFFICERS**

5.1 **Articles of Incorporation.** As of the Effective Date, the Articles of Incorporation of Goodwill shall continue with full force and effect and be the Articles of Incorporation of the Surviving Corporation.

5.2 **Bylaws.** As of the Effective Date, the Bylaws of Goodwill shall be amended pursuant to the amendment of even date herewith and shall thereafter be the Bylaws of the Surviving Corporation, subject to alteration or amendment from time to time by the Board of Directors of the Surviving Corporation in accordance with the terms thereof.

5.3 **Board of Directors.** From and after the Effective Date, the Board of Directors of the Surviving Corporation shall consist of such directors as are appointed or elected in accordance with the Bylaws, as amended.

5.4 **Officers.** From and after the Effective Date, the officers of Goodwill shall continue to serve their terms and shall be the officers of the Surviving Corporation. Additionally, Emily Edison will become the Chief Mission Officer of the Surviving Corporation.

## **ARTICLE VI COVENANTS AND AGREEMENTS**

6.1 **Update of Information.** Each Constituent Entity agrees to provide to the other Constituent Entity any updates, additions, changes, or corrections to any information contained in this Agreement, or any information disclosed to the other Constituent Entity pursuant to Article II, or otherwise, necessary to make such information substantially complete, accurate and current through the Effective Date.

6.2 **Continuation of Business Operations.** Each Constituent Entity covenants and agrees that, during the period from the date of this Agreement to the Effective Date (except as otherwise specifically contemplated by the terms of this Agreement), it shall carry on its business in the usual, regular, and ordinary course in substantially the same manner as previously conducted and shall not enter into any material contracts or incur material financial obligations without notifying the other Constituent Entity in advance thereof.

6.3 **Community Outreach.** The Constituent Entities will coordinate and cooperate in informing the general public of the Merger. Any such publicity will only occur after the mutual agreement of the Constituent Entities.

6.4 **Confidentiality.** The Confidentiality Agreement & Acknowledgment of Proprietary Rights entered into between the Constituent Entities on December 6, 2023 shall continue in full force and effect until the Effective Date.

6.5 **Employment Arrangements.** Subject to its due diligence review, the Surviving Corporation will offer employment to all of SOAR's employees and SOAR's management will use their reasonable best efforts to assist the Surviving Corporation to employ those individuals.

6.6 **Use of SOAR Name.** The Surviving Corporation will continue and build SOAR's programming under the SOAR name as a program or programs of True North Goodwill.

6.7 **Exclusivity.** SOAR agrees that unless this Agreement is terminated in accordance with the provisions of Section 7.2, neither SOAR nor any of its representatives, officers, employees, directors, agents, subsidiaries or affiliates shall initiate, solicit, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer from any person or group of persons other than TNG to acquire all or any significant part of the assets, programs, and/or properties of SOAR, whether by merger, purchase of assets, or otherwise.

## ARTICLE VII AMENDMENT AND TERMINATION

7.1 **Amendment.** The Constituent Entities, by mutual consent of their Boards of Directors, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time prior to the Effective Date as reasonably necessary to carry out the transaction contemplated by this Agreement.

7.2 **Termination.** This Agreement may be terminated, and the Merger abandoned for cause related to the material breach of any representations, warranties or covenants contained in this Agreement, by a resolution adopted by the Board of Directors of either of the Constituent Entities at any time prior to the Effective Date after written notice to the breaching Constituent Entity and a ten (10) day opportunity to cure.

## ARTICLE VIII GENERAL PROVISIONS

8.1 **Entire Agreement.** This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Constituent Entities with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. For the avoidance of doubt, the Letter of Intent dated March 18, 2024 is terminated.

8.2 **Notices.** Any notice or other communication to any Constituent Entity in connection with this Agreement shall be in writing and shall be sent by hand-delivery, email, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Constituent Entity may change such Constituent Entity's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

With respect to Goodwill: True North Goodwill  
Attn: Dodie Brown, President & CEO  
700 Garfield Avenue  
Duluth, MN, 55802  
Email: [dbrown@truenorthgoodwill.org](mailto:dbrown@truenorthgoodwill.org)

With a copy to: Jacob K. Stonesifer  
Johnson, Killen & Seiler, P.A.  
230 West Superior Street, Suite 800  
Duluth, MN 55802  
Email: [jstonesifer@duluthlaw.com](mailto:jstonesifer@duluthlaw.com)

With respect to SOAR: SOAR Career Solutions  
Attn: Emily Edison, Executive Director  
205 W. 2nd St. Ste 101  
Duluth, MN 55802  
Email: [eedison@soarcareers.org](mailto:eedison@soarcareers.org)

With a copy to: Brent W. Malvick  
Hanft Fride Law Firm  
1000 US Bank Place  
130 West Superior Street  
Duluth, MN 55802-2094  
Email: [bwm@hanftlaw.com](mailto:bwm@hanftlaw.com)

8.3 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

8.4 **Waiver.** No purported waiver of any provision hereof shall be binding unless set forth in a written document signed by a Constituent Entity to be charged thereby. Any waiver shall

be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

8.5 **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Constituent Entities to this Agreement and their respective permitted successors and permitted assigns.

8.6 **Choice of Law; Venue.** This Agreement is made pursuant to and shall be governed, performed, construed, and enforced according to the laws of the State of Minnesota, without regard to conflicts of law principles. Any dispute arising in connection with this Agreement shall be venued in St. Louis County, Minnesota.

8.7 **Waiver of Jury Trial.** Due to the expense and time required for a trial by jury, the Constituent Entities hereby knowingly and voluntarily waive any right to trial by jury in the event of litigation regarding the performance or enforcement of this Agreement.

8.8 **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**IN WITNESS WHEREOF**, the Constituent Entities hereto have caused this Agreement and Plan of Merger to be signed by their respective officers duly authorized as of the date written above.

**SOAR Career Solutions**

By:   
Emily Edison, Executive Director

**True North Goodwill Northern Minnesota  
and Northwestern Wisconsin**

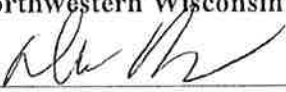
By:   
Dodie Brown, President and CEO

Exhibit B



**File Numbers**

147778970003

W-32

G-645

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED

6/20/2024 11:59:00 PM

A handwritten signature in black ink that reads "Steve Simon". The signature is written in a cursive, flowing style.

Steve Simon  
Secretary of State