

**AGREEMENT FOR ENVIRONMENTAL REVIEW SERVICES
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 mutual effort to complete federal environmental reviews for HRA housing improvements in an efficient and cost-effective manner; and

WHEREAS, the City is the Responsible Entity for completion of environmental reviews and is required to make environmental findings prior to the use of federal funds for housing improvements.

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. ENVIRONMENTAL REVIEW SERVICES AND RESPONSIBILITIES

Environmental review services provided to the HRA shall be completed by a planner in the Planning and Development Division of the Department of Planning and Economic Development of the City of Duluth (hereinafter the "Planner"). The Planner shall serve at the direction of the Planning and Development Manager and shall have the general position responsibilities associated with the Job Specification on file for his or her position with the City of Duluth Human Resources Division. The Planner shall be responsible for providing timely and accurate services to HRA for environmental review services under this Agreement.

ARTICLE II. FUNDING FOR SERVICES

HRA shall pay City \$25,000.00 annually for the Planner's services provided under this Agreement, payable in four (4) equal payments to City on a quarterly basis following the performance schedule below, payable into Fund 265-020-4654-02.

<u>Performance Period</u>	<u>Payment Due Date</u>	<u>Payment Amount</u>
April 1 – June 30, 2020	July 15, 2020	\$6,250
July 1 – September 30, 2020	October 15, 2020	\$6,250
October 1 – December 31, 2020	January 15, 2021	\$6,250
January 1 – March 31, 2021	April 15, 2021	\$6,250

ARTICLE III. RESPONSIBILITIES OF CITY AND HRA

1. Responsibilities of HRA are as follows:
 - a. Provide, at minimum, quarterly work planning updates to City regarding upcoming need for environmental review of housing projects and maintenance (the “Work Plan”).
 - b. Submittal of complete details needed to conduct an environmental review, including accurate and up-to-date legal information about parcels, complete scopes of work, and other pertinent project details as may be required.

2. Responsibilities of City are as follows:
 - a. Designation of a single individual as Planner responsible for preparation of environmental reviews.
 - b. Provide Planner with all necessary training, documentation, and access to appropriate computer hardware and software to complete the environmental review analysis, as determined by the city’s Environmental Review Officer.
 - c. Timely response to HRA regarding inquiries about environmental review status for individual projects or grouped analyses.
 - d. Summary report to HRA regarding completed environmental reviews.
 - e. Necessary documentation to validate completeness of environmental reviews to satisfy HUD or other federal agency requirements.
 - f. Payment of regular cost of completing environmental reviews, including payment for publication of required notices associated with an environmental review.

3. Supplemental analysis:

In the course of conducting environmental reviews, there occasionally arise requirements by consulting parties to the environmental review to conduct specialized analysis of site-specific criteria, including but not limited to archeological evaluation, or detailed analysis of noise conditions, around a site. The Parties to this Agreement hereby acknowledge that such specialized analysis is outside the scope of this Agreement.

ARTICLE IV. PERFORMANCE

City agrees to complete environmental reviews in a timely manner based on the Work Plan. The Parties hereby acknowledge the time requirements inherent in completion of an environmental review.

ARTICLE V. 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 VI. TERM

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on April 1, 2020. This Agreement shall be in effect for one year commencing on April 1, 2021, and may be renewed for one additional year after said one-year period upon written agreement of both HRA and City. HRA may terminate this Agreement by providing two months’ written notice to the City. The City may terminate this Agreement immediately upon written notice to the HRA.

ARTICLE VII: 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 VII. 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: Planning and Development Manager
Duluth City Hall, Room 160
411 W. 1st 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