

Exhibit 1

ADVANCE ASSISTANCE HAZARD MITIGATION GRANT PROJECT COOPERATIVE AGREEMENT BETWEEN ST. LOUIS COUNTY AND CITY OF DULUTH

THIS AGREEMENT is made and entered into by and between St. Louis County, a duly organized county within the State of Minnesota, hereinafter referred to as the “County”, and the City of Duluth, hereinafter referred to as the “City”, a Minnesota municipal corporation.

WHEREAS, the City and the County have both experienced significant damage to public infrastructure on the shore of Lake Superior in recent storm events; and,

WHEREAS, the City has requested financial assistance to repair and/or replace damaged public infrastructure (hereinafter referred to as the “Project”) from the United States Department of Homeland Security through an application for Advance Assistance Hazard Mitigation Grant (hereinafter the “Grant”); and

WHEREAS, the Project is further-described in the Grant which is attached hereto and incorporated by reference into this Agreement; and

WHEREAS, the City and County wish to share costs and expertise to complete Project to avoid duplication and additional Project expense.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AND UNDERSTAND AS FOLLOWS:

1. The Project is further-described in the Grant which is attached hereto and incorporated by reference into this Agreement. The amount awarded by the United States Department of Homeland Security to the Parties pursuant to the Grant is \$285,977.25. The required local match pursuant to the Grant is \$95,325.75. The amount of out-of-pocket costs each Party is responsible for pursuant to this Agreement is \$47,662.88.
2. The City shall administer the Project and may contract with one or more Project consultants to complete Project. County shall not be party to contracts with Project consultants, but shall reimburse City 50% of its expenses up to a maximum amount of \$47,662.88.
3. Each party designates the following Authorized Representative for the purpose of administering this Agreement. A Party’s authorized representative has the authority to give and receive notices, and to make any other decision required or permitted by this Agreement.

a. For the County:

Matt Hemmila, P.E.

Deputy Public Works Director – Engineering
1425 E. 23rd Street
Hibbing, MN 55746
(218) 262-0153

b. For the City:

Erik Birkeland
Property and Facilities Manager
1532 W. Michigan Street
Duluth, MN 55806
(218) 730-4435

4. The City will submit invoices to the County, and the County shall pay the City invoices within 35 days of receipt.
5. This Agreement may be terminated only as follows:
 - a) At any time by mutual agreement of the parties;
 - b) any party at any time upon 30 days' notice in the event of default by a party, provided, however, that such termination shall not be effective if the defaulting party cures such default by end of the 30 day notice period.
6. Each of the parties hereto hereby agrees that it shall defend, indemnify and save harmless the other party and all of their employees and agents from any and all claims, demands actions or causes of action of whatever nature or character arising out of or by reason of their negligent or intentional acts or omissions in the execution or performance of the work provided herein.
7. Any and all employees of the County, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, shall be considered employees of the County, and not the City, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of the County.
8. Any and all employees of the City, while engaged in the performance of any work or service which the City is specifically required to perform under this Agreement, shall be considered employees of the City, and not the County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of the City.

9. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

CITY OF DULUTH

SAINT LOUIS COUNTY

By: _____
Mayor

By: _____

Its: _____
Authorized Representative

ATTEST:

Dated: _____

City Clerk

Dated: _____

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

Exhibit 1

U.S. Department of Homeland Security
536 S. Clark St. 6th Floor
Chicago, IL 60605



FEMA

01/08/2021

Mr. Joe Kelly, Director
Minnesota Department of Public Safety
Minnesota Homeland Security and Emergency Management
445 Minnesota Street, Suite 223
St. Paul, Minnesota 55101-6223

Dear Mr. Kelly:

Thank you for your letter to the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region V office. Your application for Advance Assistance in the City of Duluth under the disaster declaration FEMA-4414-DR-MN has been approved. At the request of the State, FEMA will obligate Hazard Mitigation Grant Program (HMGP) funds for this project incrementally. An initial increment of \$129,342.75 has been obligated, and subsequent increments will be obligated consistent with the schedule provided.

Sub-Recipient	Application	Federal Share	Sub-Recipient Management Costs
City of Duluth	4414.02-Advance Assistance	\$285,977.25	Not Requested

The project has been cleared under the National Environmental Policy Act and has been determined to be categorically excluded in accordance with CATEX N1 as implemented under FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01, Rev. 1.

The enclosed NEMIS Project Management Report indicates the amount of funds designated for HMGP project costs. You may only draw down those funds you will disburse within three days of the draw-down date. Should you have any questions, please have your staff contact Dianne Reyes at 312-408-4493 or Dianne.reyes@fema.dhs.gov.

Sincerely,

for Kevin M. Sligh, Sr.
Acting Regional Administrator

cc: Ms. Jennifer Davis, State Hazard Mitigation Officer

**HAZARD MITIGATION GRANT PROGRAM
PROJECT SUMMARY**

Date Stamp: 01/08/2021 _____

Hazard Mitigation Officer Initials: DER

Project Number: 4414.02 **Amendment Number:** 0

Grantee: Minnesota's Department of Public Safety, Homeland Security and Emergency Management (HSEM)

Subgrantee: City of Duluth

Scope of Work: The City of Duluth will use Advance Assistance to develop mitigation strategies and obtain data to prioritize, select and develop complete HMGP applications.

Increment Request	Amount	Date of Obligation
1st	\$129,342.75	01/08/2021
2nd	\$88,683.75	Upon Completion of Q1-Q2 Activities
3rd	\$67,950.75	Upon Completion of Q3-Q4 Activities
Total	\$285,977.25	

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4414	2-R	0	2	MN	Statewide

Subrecipient: Duluth

FIPS Code: 137-17000

Project Title : Advance Assistance City of Duluth

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : Advance Assistance City of Duluth

Recipient : Statewide

Subrecipient : Duluth

Recipient County Name : St. Louis

Subrecipient County Name : St. Louis

Recipient County Code : 137

Subrecipient County Code : 137

Recipient Place Name : Duluth

Subrecipient Place Name : Duluth

Recipient Place Code : 0

Subrecipient Place Code : 17000

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	prepare bids and hire contractor	3 months	00/00/0000	00/00/0000	00/00/0000
0	conduct studies including public outreach	15 months	00/00/0000	00/00/0000	00/00/0000
0	finalize reports and project closeout	3 months	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$381,303.00	75.000000000	\$285,977.25	25.000000000	\$95,325.75

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req ID	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
2	A	01/07/2021	12/21/2020	2021	3346151	0	\$129,342.75	\$0.00	\$129,342.75
Total							\$129,342.75	\$0.00	\$129,342.75

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	01/08/202	01/08/2021	2021	3358788	0	1	\$129,342.75	\$0.00	\$129,342.75
Total								\$129,342.75	\$0.00	\$129,342.75