

**BLUEPRINT FOR SAFETY
ADAPTATION DEMONSTRATION PROJECT**

**AGREEMENT
AMERICAN INDIAN COMMUNITY HOUSING ORGANIZATION**

THIS AGREEMENT is by and between the CITY OF DULUTH, MINNESOTA, hereinafter referred to as "City", and AMERICAN INDIAN COMMUNITY HOUSING ORGANIZATION a private non-profit corporation under the laws of the State of Minnesota hereinafter referred to as "Consultant".

WHEREAS, the City has received a grant from the U.S. Department of Justice, Office on Violence Against Women (the "Department") on file with the City Auditor (Award No. 2015-WE-AX-K001) and attached hereto as Exhibit A (the "City Grant"), for implementation of the Blueprint for Safety Adaptation Demonstration Project (the "Project"); and

WHEREAS, the City entered into a Memorandum of Understanding executed by agencies participating in the Project on August 14, 2015, (the "MOU"), which is attached hereto as Exhibit B setting forth the guidelines for the operation of the Project; and

WHEREAS, the City desires to contract with Consultant to perform certain aspects of the Project.

NOW, THEREFORE, in consideration for the mutual benefits contained herein, the parties hereto agree as follows:

1. Consultant agrees to carry out its responsibilities as outlined in the above-referenced City Grant and MOU and specifically shall designate a Blueprint Project coordinator position to work in partnership with the participating agencies. In addition Consultant agrees to carry out City's responsibilities under the terms and conditions of the City Grant as they pertain to the services to be provided by Consultant hereunder to the extent possible and, to the extent that Consultant cannot so perform City's responsibilities under the terms of the City Grant, to assist City to the best of its ability in so fulfilling such responsibilities as they pertain to Consultant's services.
2. City agrees to reimburse Consultant for eligible expenses incurred in carrying out its responsibilities under Paragraph 1 of this Agreement on a monthly basis upon submittal of invoices in a form acceptable to the City's Auditor; provided that such reimbursement shall not exceed a total amount of \$10,000 (Less 5% if the requirements of Section 20 of the City Grant Special Conditions cannot be met

before the end of the City Grant term). Eligible expenses shall mean the salary and fringe benefits of the Blueprint Project Coordinator in the amounts set forth in the Consultant's portion of the City Grant budget attached hereto as Exhibit C and expenses for "Travel" and "Other Costs" in the amounts set forth in the City Grant budget. All payments by the City pursuant to this Agreement shall be made from Fund 210-030-3180-5319.

3. The term of this Agreement shall be deemed to have commenced October 1, 2015 (consistent with the City Grant term) and shall terminate March 31, 2017, unless terminated earlier as provided for herein, and shall cover expenses incurred by Consultant during such period. Notwithstanding the above, in the event the Department extends the term of the City Grant and upon the prior written approval of the City, the term of this Agreement may be extended up to the date of the City Grant extension.
4. Records shall be maintained by Consultant in accordance with requirements prescribed by 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.
5. Consultant shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.
6. City or Consultant may, upon 45 days written notice, 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 Consultant and Consultant shall promptly deliver the same to City.
7. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Consultant shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Consultant while so engaged and any and all claims whatsoever on behalf of Consultant arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, its officers, agents, contractors or employees shall in no way be the responsibility of the City. Consultant and its officers and employees shall not be entitled to any

compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, Consultant agrees to defend, indemnify and save harmless the City and its officers, agents, servants and employees from any liability or judgments of any kind whatsoever arising out of the performance or nonperformance by Consultant and its officers, agents, servants and employees of the work specified in this Agreement. On ten (10) days' written notice from City, Consultant shall appear and defend all lawsuits against City growing out of such injuries or damages.

8. Consultant shall obtain the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota:

A. Liability Insurance

Consultant shall procure and maintain continuously in force Comprehensive General Liability Insurance written on an "occurrence" basis in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for Leased Premises damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

B. Workers' Compensation

Workers' Compensation Coverage in statutory amounts with "all states" endorsement. Employees liability insurance shall be carried in limits meeting or exceeding the requirements of the State of Minnesota for such insurance.

C. Requirements for All Insurance

All insurance required in this Section shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.

D. Certifications

Consultant to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities. If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. Lessee shall be permitted to obtain the insurance required under this Lease Agreement on a "blanket" basis, and shall be entitled to satisfy any insurance requirements with a combination of primary liability and umbrella coverage.

9. 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 of Duluth and their respective agencies which are applicable to its activities under this Agreement.
10. Consultant agrees to comply with the requirements of the Minnesota Data Practices Act, Minn. Stat. Chap. 13 in the same manner as if it were the City.
11. Notice to City or Consultant 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.

City: City of Duluth
410 City Hall
411 West First Street
Duluth, MN 55802

Consultant: American Indian Community Housing Organization
Attn: Michelle LeBeau, Executive Director
202 West 2nd Street
Duluth, MN 55802

12. Consultant shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.
13. 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.
14. 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.
15. Any waiver by any party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
16. This Agreement, including all attachments, constitutes the entire agreement between the City and Consultant and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

[Remainder of page left intentionally blank, signature page to follow]

Dated this _____ day of _____, 2015.

CITY OF DULUTH

AMERICAN INDIAN COMMUNITY HOUSING ORGANIZATION, a private non-profit corporation under the laws of the State of Minnesota.

By _____
Mayor

By _____
Its _____

Attest _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney