

**SUB-RECIPIENT FUNDING AGREEMENT
BETWEEN
AMERICAN INDIAN COMMUNITY HOUSING ORGANIZATION
AND THE CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation thereto by the city clerk (“Effective Date”), is entered into by and between the CITY OF DULUTH, a Minnesota municipal corporation (the "City"), and AMERICAN INDIAN COMMUNITY HOUSING ORGANIZATION, a Minnesota non-profit corporation (the “Grantee”).

WHEREAS, the City applied to and received approval for funds in the amount of \$183,530 from the State of Minnesota, acting by and through its Department of Employment and Economic Development, Employment and Training Division ("DEED") under the COVID-19 Disaster Recovery Dislocated Worker Grant; and

WHEREAS, the City desires to award a sub-recipient grant in the amount of \$39,168 (the "Subgrant") to Grantee, for the Grantee to hire two food shelf workers, to assist with COVID crisis response. Grantee will hire, train and supervise food service workers; and

WHEREAS, the Grantee has the resources to hire food service workers and to provide adequate supervision.

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

1. **AWARD.** The City awards the Subgrant to Grantee for the purpose of hiring two eligible dislocated workers as food service workers as described in Grant ID 1040100 between the City and DEED attached to this Agreement as **Exhibit A** (the "COVID-19 DWG Grant Agreement"). Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the COVID-19 DWG Grant will result in a like reduction or termination of the Subgrant.

2. **PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the COVID-19 DWG Grant Agreement. Grantee’s default under the COVID-19 DWG Grant Agreement will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 30 calendar days, or such longer period specified by the City’s Workforce Development Director (the “Director”) after written notice by the City, the City may terminate this Agreement.

3. **TERM.** The term of this Agreement shall be from the Effective Date through June 30, 2022, unless earlier terminated for cause, or pursuant to Section 7C of this agreement. Grantee will spend the majority of grant funds by December 31, 2021. In order to ensure that all funds are drawn prior to the City's COVID-19 DWG Grant Agreement term end date, all payment requests must be received at least 45 days prior to said term end date. The City is not obligated to pay for any costs incurred thereafter.

4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

A. Food services workers must be eligible under the requirements of this grant, and must be enrolled with Duluth Workforce Development before beginning employment;

B. Food service workers' job duties are focused on COVID emergency response, and include assisting with food shelf operation and food distribution, processing food donations, and assist with mobile delivery program;

C. Food services workers will work 1,152 hours each and earn \$15 an hour;

D. Grantee will be responsible for hiring, training, and supervising Food Service Workers under this grant

E. Grantor will assist with outreach and recruitment, and will be responsible for eligibility screening, enrollment in the Dislocated Worker program, and provision of career services;

F. Grantee will submit a monthly evaluation for each Food Services Worker to Grantor; and

G. A quarterly report must be submitted to Grantor and should contain the following::

1. Number of people who applied/were interviewed;
2. Employment details (names of individuals, hours worked during reporting period, duties performed);
3. Summary of any training provided;
4. Any successes to highlight;
5. Any new partnerships developed; and
6. Challenges that emerged and how they were addressed.

5. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$39,168 payable from Fund No. 268-031-6230-WD30OPIO. The City will make disbursements only upon receipt of a written payment request from Grantee acceptable to the City and DEED. Payment requests may be made no more than once per month and must be accompanied by supporting invoices that relate to the employment expenses of the Peer Review Navigators.

6. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

City: Workforce Development
Attn: Elena Foshay, Director
402 West First Street
Duluth, MN 55802

Grantee: American Indian Community Housing Organization
Attn.: Michelle LeBeau, Executive Director
202 W 2nd St.
Duluth, MN 55802

7. **GENERAL CONDITIONS.**

A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the COVID-19 DWG grant funds provided under this Agreement.

C. **Termination.** In the event the COVID-19 DWG Grant Agreement is terminated, this Agreement shall contemporaneously terminate. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

D. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Grantee is an independent contractor.

E. **Indemnification and Hold Harmless.** The Grantee shall hold harmless, defend and indemnify the City and DEED from any and all liability, claims, actions, suits, charges, damages, losses, costs, expenses, and judgments whatsoever, including reasonable attorneys' fees, that arise directly or indirectly out of the Grantee's, its contractor's or subcontractor's performance or nonperformance under this Agreement. .

F. **Insurance.**

1. *Insurance Required.* During the term of this Agreement, Grantee and its contractors and subcontractors rendering services being paid with funds from this Agreement shall procure and maintain Public Liability and Automobile Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form with "Broad Form" property damage liability coverage, with XCU exclusion removed, in limits of not less than \$1,500,000 per occurrence for personal injury, bodily injury and death, and limits of \$1,500,000 for property damage liability. If per person limits are specified, they shall be for not less than \$1,500,000 per person and be for the same coverages. Coverages of Grantee and its contractors/subcontractors shall include:

- a. Public liability including premises and operations coverage;
- b. Independent contractors' protective contingent liability;
- c. Personal injury;
- d. Owned, non-owned, and hired vehicles;
- e. Contractual liability covering customary construction contract and subcontract indemnity provisions;
- f. Products—completed operations; and
- g. Workers' Compensation coverage in required statutory limits. Policy shall carry an "all states" endorsement.

2. *Additional Insurance Requirements.* All insurance required in this Article shall be taken out and maintained in responsible insurance companies organized under the laws of the United States and licensed to do business in Minnesota. City shall be named as an additional insured under the Public Liability and Automobile Liability Insurance. City does not represent or guarantee that the types of limits or coverages provided above are adequate to protect Grantee's interests and liabilities.

3. *Certificates of Insurance.* Certificates showing that the above-described insurance is carried in the specified amounts shall be furnished to City prior to the disbursement of any of the Subgrant proceeds, and a certificate showing continued maintenance of such insurance shall be on file with City during the term of this Agreement. The form of each certificate of insurance shall contain an unconditional requirement that the insurer notify 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 City.

4. *Contractor/Subcontractor Evidence of Insurance.* The Grantee must not commence work until any and all contractors/subcontractors have obtained the required proof of insurance which clearly evidences required insurance coverages. If the Grantee fails to furnish proof of insurance coverages from the contractors/subcontractors when requested by the City, the City may withhold payments and/or pursue any other rights or remedy allowed under this Agreement, law, equity, and/or statute.

8. ADMINISTRATIVE REQUIREMENTS.

A. **Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

B. **Records.**

1. *Retention.* Audits and records, including but not limited to all financial and employment documents related to the funds provided under this Agreement, shall be accessible to authorized representatives of the City for purposes of examination and audit. In addition, the Grantee shall give DEED, the Legislative Auditor, and the State Auditor's Office, through any authorized representatives, access to and the right to examine all records, books, papers, and documents related to this Agreement for a minimum of six years from the end of the COVID-19 DWG Grant Agreement term end date.

2. *Close-Out.* The Grantee's obligation to the City does not end until all close-out requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

C. **Procurement.** The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. Program income is income generated from grant-funded activities, including interest earned on grant funds. All unexpended program income must revert to the City upon termination of this Agreement.

9. **MISCELLANEOUS.**

A. **Assignability.** The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the Manager; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

B. **Antitrust.** The Grantee hereby assigns to the State of Minnesota any and all claims for overcharges for goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

C. **Governing Law and Venue.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota.

D. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

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

F. **Entire Agreement.** This Agreement constitutes the entire Agreement between the City and Grantee and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereto.

CITY OF DULUTH

**AMERICAN INDIAN COMMUNITY
HOUSING ORGANIZATION**

By: _____
Emily Larson
Mayor

By: _____
Michelle LeBeau
Its: Executive Director

Date: _____

Date: _____

Attest:

City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney