

# Document A

## SERVICE AGREEMENT

This Service Agreement (“Agreement”) is by and between the City of Duluth, a Minnesota municipal corporation (“City”) and The Greater Downtown Council, a nonprofit Minnesota corporation (“Contractor”).

### RECITALS

- A. Contractor is a nonprofit corporation and civic organization dedicated to the development and promotion of a strong, healthy, and exciting Downtown Waterfront.
- B. In 2004, Property owners in the Downtown Waterfront who wanted to improve the safety, cleanliness, and economic vitality of the Downtown Waterfront area petitioned the City to establish a Special Service District (the “District”) in accordance with Minn. Stat. §§ 428A.01 - 428A.101 (the “Act”).
- C. The City Council, by Ordinance Number 9688, adopted on September 13, 2004, established the District in accordance with the Act.
- D. Property owners in the District petitioned the City in 2009 to extend the term of the District to December 31, 2014; again in 2014 to extend the term of the District to December 31, 2019 and establish new Service Charges; and again in 2019 to extend the term of the District to December 31, 2024, unless the District is renewed before that date in accordance with the Act or its successor or as permitted by state or local law, to enlarge the physical boundaries of the District, and to establish new Service Charges.
- E. With leadership, guidance, and support from Contractor, a steering committee composed of a broad range of people representing property owners, business leaders, the City, and others with a direct stake in enhanced business and economic development conditions in the Downtown Waterfront have developed an Operating Plan for Duluth’s Downtown Waterfront District dated June of 2019 (the “Operating Plan”).
- F. The City Council has, by Ordinance File No. 19-037 (the “2019 Ordinance”), extended the term of the District to December 31, 2024 and enlarged the physical boundaries of the District.
- G. The Contractor desires to implement a social outreach program to further improve the quality of life for all within the Downtown Waterfront District.
- H. The City desires to improve quality of life for all and enhance stability for individuals in crisis or need.
- I. To achieve the identified goals, the parties wish to secure the services of a Social Service Outreach Professional who will perform the services more fully set forth below.

### AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. **Services.** Contractor agrees to hire a Social Service Outreach Professional (SSOP) who will perform street outreach and engage members of the street population in order to build relationships and work with partner agencies to connect persons in need with services. The SSOP need not be a Minnesota licensed social worker, but will have either a degree in Public Health, Social Work or a similar field of study, or will have equivalent qualifications based on experience in a related field, such as a street outreach worker, victim

advocate or other similar experience. The SSOP's primary responsibility will be to provide outreach to individuals facing homelessness, mental health crises, addiction and related barriers. In addition, the SSOP will build relationships with the downtown business community and local service agencies in order to cultivate collaboration and community engagement. The duties of the SSOP are more fully set forth in the job description attached hereto as Attachment A. Contractor will provide the SSOP through a sub-contractor or agent of Contractor's choice. Contractor shall provide the SSOP as an independent contractor and both the Contractor and the SSOP shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, or other relationship with City.

2. **Terms of Payment.** City will reimburse Contractor toward the cost of providing one SSOP, in an amount not to exceed \$100,000.00 per year, payable from Fund No. 226-125-5005 (Local Fiscal Recovery Funds, Finance, Public Safety Programs), State and Local Fiscal Recovery Funds (SLFRF), provided through the American Rescue Plan Act of 2021. Contractor shall submit requests for reimbursement with detailed proof of disbursements on a quarterly basis, said requests and supporting documentation to be submitted within fifteen days of the end of the quarter. City will reimburse Contractor upon receipt of the requests for reimbursement and the necessary supporting documentation.

3. **Additional Contractor Responsibilities.** In addition to providing the SSOP as set forth above, Contractor acknowledges and agrees:

a. The City's award of funds to the Contractor (FEIN 41-1467228) constitutes a sub-award of SLFRF. This is federal funding provided to the City by the United States Department of the Treasury under Assistance Listing Number 21.027. The City made its application (SLT-1646) for its awarded funds of \$58,117,859 on 5/11/21, received notice of application acceptance on 5/19/21, and received its first payment of federal funds on 5/19/21. City Council Resolution 21-0515R, adopted on 7/19/21, formally acknowledged receipt of the funds and the City's intended use of the funds.

b. The Contractor constitutes a sub-recipient. As a sub-recipient, the Contractor must follow Uniform Administrative Guidance as referenced in Part D of the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds issued by the United States Department of the Treasury. The Contractor agrees to follow all guidance either directly through its involvement in providing the services or indirectly in the Contractor's role of assisting the City with its compliance requirements.

c. The Contractor shall comply with, and assist the City in complying with, the Treasury Guidance. This includes providing the City with access to Contractor's audit reports, financial records, project performance reports and other additional data the City requires in order to sufficiently meet its obligations under the terms of the SLFRF grant funding.

d. The Contractor shall not use, directly or indirectly, or permit others to use, directly or indirectly, funds supplied by the SLFRF for any purpose that would violate any SLFRF requirements.

e. The Contractor maintains internal controls, policies, and procedures to ensure appropriate oversight of fiscal management and to ensure the avoidance of fraud, negligence, and mismanagement of funds.

f. The Contractor shall maintain records related to the SLFRF program for no less than six years after the termination of this agreement.

g. The Contractor shall cause to be performed a Single Audit of the Contractor's records if it expends more than \$750,000 in federal funds during any fiscal period during the duration of

this agreement.

h. The funds awarded are not R&D related.

i. The Contractor agrees that it will only be reimbursed for direct cost of providing the SSOP and will not charge any indirect costs to the City.

4. **Term and Termination.**

a. Subject to paragraph 4.b of this Agreement, this Agreement shall remain in effect for three years.

b. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

5. **Insurance.** During the term of this Agreement, Contractor shall provide Public Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be with a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

City of Duluth shall be named as Additional Insured under the Public Liability, Excess Umbrella Liability (An Umbrella policy with a “following form” provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured). Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker’s Compensation Insurance. Contractor to provide certificate of insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provocations included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor’s interests and liabilities.

If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverage’s evidenced by said certificate and shall further provide that failure to give such notice to the City will render any such change or changes in said policy or coverages ineffective as against the City.

**The use of an “Accord” form as a certificate of insurance shall be accompanied by two forms- 1) ISO Additional Insured Endorsement (CG 2010 pre 2004) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office.**

6. **Notices.** All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, addressed to the parties below or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City  
Attention: Duluth City Attorney’s Office  
411 West First Street, Room 440  
Duluth, MN 55802

Greater Downtown Council  
Attention: President  
5 West First Street #101  
Duluth, MN 55802

7. **Assignment.** Neither party to this Agreement shall assign any right or obligation hereunder in whole or part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation. These conditions and the entire Agreement are binding on the heirs, successors and assigns of the parties hereto. Notwithstanding anything in this Section to the contrary, Contractor may employ any one or more contractors, sub-contractors, vendors, agents or suppliers it chooses to carry out its obligations.

8. **Amendment, Modification or Waiver.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not affect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

9. **Severable Provisions.** Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

10. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

11. **Survival.** Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

12. **Captions, Headings and Titles.** All captions, headings and titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa, and masculine, feminine, and neuter expressions shall be interchangeable. Interpretation or construction of this agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

14. **Parties in Interest.** This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto, and it does not create a contractual relationship with or exist for the benefit of any third party.

15. **Applicable Law.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

16. **Independent Contractor.** It is agreed that nothing contained herein is intended or should be construed as creating the relationship of co-partner, joint venturers, or an association between Contractor and City. Contractor is an independent contractor and neither it, its employees, agents, subcontractors, nor representatives shall be considered employees, agents, or representatives of City. Except as otherwise provided herein, Contractor shall maintain in all respects its present control of the means and personnel by which this contract is performed.

17. **Records - Availability and Retention.** Complete and accurate records of the work performed pursuant to this Agreement shall be kept by Contractor for a minimum of six (6) years following termination of this contract. The retention period shall be automatically extended during the course of any administrative or judicial action involving City regarding matters to which the records are relevant. The retention period shall be extended automatically until the administrative or judicial action is completed or until the authorized agent of City notifies Contractor in writing that the records no longer need to be kept. In accordance with Minn. Stat. § 16B.06, subd. 4, the books, records, documents and accounting procedures and practices of Contractor relative to this Agreement shall be subject to examination by City and the state auditor.

18. **Indemnity.**

a. Contractor shall save and protect, hold harmless, indemnify and defend City, its commissioners, officers, agents, employees and volunteer workers against any and all liability, causes of action, claims, losses, damages and costs and expenses, including but not limited to attorneys' fees, investigation costs and litigation costs, arising from or allegedly arising from or resulting directly or indirectly from any acts and omissions and/or professional errors and omissions of Contractor, or Contractor's officers, employees, subcontractors and affiliates in the performance of this Agreement. On 10 days written notice from City, Contractor will appear and defend against all lawsuits against the City arising from or allegedly arising from or resulting directly or indirectly from any acts and omissions and/or professional errors and omissions of Contractor, or Contractor's officers, employees, subcontractors and affiliates in the performance of this Agreement.

b. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in final reports, documents or services discovered after final review by City.

19. **Non-discrimination.** Contractor agrees as follows:

a. No person shall be illegally excluded from employment rights in, be denied the benefits of, or be otherwise subject to discrimination in the program that is the subject of this agreement on the basis of race, creed, color, sex, marital status, sexual preference, public assistance status, age, disability or national origin.

20. **Force Majeure.** No party to this Agreement shall be responsible for any delays or failures to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargos, governmental restrictions, acts of governments or governmental authorities, and other cause beyond the control of such party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth below.

**City of Duluth**

**Greater Downtown Council**

By: \_\_\_\_\_  
Emily Larson, its Mayor

By: \_\_\_\_\_  
Kristi Stokes, its President

Attest:

\_\_\_\_\_  
By: Chelsea J. Helmer, its Clerk

Date: \_\_\_\_\_

Approved as to form:

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

Countersigned:

\_\_\_\_\_  
Auditor

**Attachment A  
Social Service Outreach Professional Job Description**



**POSITION DESCRIPTION**

<i>POSITION</i>	
<b>Outreach Specialist – Social Service Representative</b>	
<i>CLASSIFICATION</i>	
Exempt - Full Time Position	
<i>REPORTS TO</i>	<i>DIRECT REPORTS</i>
Operations Manager	None

<i>JOB SUMMARY</i>
Responsible to establish relationships with local social service agencies and strive to direct the homeless and needy to gain access to the programs available through those agencies.

<i>ESSENTIAL FUNCTIONS</i>
<ul style="list-style-type: none"> <li>• <b>IDENTIFY THOSE IN NEED</b> – the homeless and the areas they gravitate toward. Direct them to services and agencies to meet their needs. Work toward establishing a mutual respect so as to reduce the public nuisance perception of homelessness.</li> <li>• <b>ESTABLISH RELATIONSHIPS</b> – with the city, county, and state agencies that are in place to respond to the needs of the homeless and neediest of your community. Strive toward a cooperative effort to make a positive impact on homelessness in your district.</li> <li>• <b>PATROL THE DISTRICT</b> – to locate and reach out to those in need as well as to direct those in public spaces to services or more suitable locations.</li> <li>• <b>OBSERVE AND REPORT</b> – while on patrol be watchful for unwanted behaviors or criminal activity and report to Safety Ambassadors via two-way radios. Must be able to articulate an accurate description of persons, vehicles, and other similar identifiers.</li> <li>• <b>HOSPITALITY AND CUSTOMER SERVICE</b> – while on patrol will go out of the way to actively acknowledge pedestrians with a friendly greeting or identify visitors in order to provide directions, information, city information or recommendations.</li> <li>• <b>REPORTING</b> – must be able to provide written reports of daily accomplishments and tasks completed.</li> <li>• <b>PROFESSIONALISM</b> – Must maintain a positive, professional environment in full compliance with applicable laws, regulations, policies, procedures and overall Block by Block standards of expected professionalism.</li> </ul>

<i>REQUIREMENTS</i>
<ul style="list-style-type: none"> <li>• <b>PHYSICAL ABILITIES</b> –             <ul style="list-style-type: none"> <li>○ Must have the physical capacity to walk continuously during an eight hour shift, with normal breaks (two fifteen minutes, and one thirty minute meal break).</li> <li>○ Must be able to work outdoors in all conditions with provided inclement weather gear.</li> </ul> </li> <li>• <b>COMMUNICATION</b> – Must be able to speak, read, and write the English language in order to create basic reports.</li> </ul>