

**FUNDING AGREEMENT
BETWEEN
CITY OF DULUTH
AND
MONACO AIR FOUNDATION, INC.**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (“Effective Date”), by and between the City of Duluth, a municipal corporation, (the “City”), and Monaco Air Foundation, Inc., a nonprofit corporation, (“Monaco Air”).

WHEREAS, the late U.S. Representative James L. Oberstar was a leader in public transportation and instrumental in the building of the new passenger terminal at the Duluth International Airport (“DIA”); and

WHEREAS, Monaco Air is a nonprofit corporation which supports the Duluth Airport Authority by leading and supporting projects which improve airport facilities; and

WHEREAS, Monaco Air is facilitating and directing the work required to name the new passenger terminal in honor of Mr. Oberstar;

WHEREAS, the City desires to allocate Thirty Thousand dollars (\$30,000) towards the cost of interior and exterior signage related to naming the terminal in honor of Mr. Oberstar.

NOW THEREFORE, the parties agree to the following terms:

I. Allocation. The City allocates to Monaco Air the amount of Thirty Thousand Dollars (\$30,000) for Monaco Air to utilize in purchasing and installing interior and exterior signage related to naming the new passenger terminal at the DIA in honor of Mr. Oberstar. The outside location of the signage will be located on the East facing Skywalk and will read “Welcome to the James L. Oberstar Terminal.” The internal location of the signage will be directly above the ticketing counter and will read “James L. Oberstar Terminal.” Graphic representations of the signage are attached. The amount allocated by the City shall be used exclusively for expenses associated with the purchase and installation of the interior and exterior signage, payable from Fund 258-030-5436-11 (Tourism tax fund-finance department-tourism tax allocation, advertising and publicity). If the amount of the Allocation in combination with the other funds Monaco Air has received to purchase and install the interior and exterior signage exceed the total cost, such excess may be used to cover the expenses associated with the creation of a bronze sculpture of Mr. Oberstar, the granite base upon which the sculpture will be displayed in the terminal, the title plaque for the sculpture, and any other expenses related to revitalizing the entrance to the passenger terminal at the DIA.

II. Time of Performance. Monaco Air shall use its best efforts to install the interior and exterior signage on or before October 20, 2015.

III. Notices. Communication and details concerning this Agreement must be direct to the following Agreement representatives:

City: City of Duluth
Chief Administrative Officer
411 W. 1st Street, Room 402
Duluth, MN 55802

Monaco Air: Monaco Airport Foundation, Inc.
4535 Airport Approach Road
Duluth, MN 55811
Attn: Donald P. Monaco

IV. Reports to City. Monaco Air shall be responsible for furnishing to the City such statements, records, data and information as the City may request pertaining to the matters covered by this Agreement. Upon completion of sign installation, Monaco Air shall provide to the City project costs and supporting documentation to include invoices, paid receipts and lien waivers.

V. Establishment and Maintenance of Records. Records shall be maintained by Monaco Air in accordance with requirements prescribed by the City, in accordance with Generally Accepted Accounting Practices (“GAA”) 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.

VI. Audits and Examination. Monaco Air shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination its records with respect to the matter covered by this Agreement.

VII. Non-Discrimination. Monaco Air shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to unlawful discrimination.

VIII. Independent Contractor. Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of co-partners, joint ventures, joint enterprise or employer/employee between the parties. Monaco Air shall 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 Monaco Air is an independent contractor.

IX. Indemnity. Monaco Air agrees that it shall defend, indemnify and save harmless the City from any claims for damages, demands, suits, judgments, costs and expenses arising out of any act or omission of Monaco Air, its officers, agents, servants, employees or contractors in the performance of its obligations under this Agreement.

X. Assignability. Monaco Air may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City's Chief Administrative Officer; provided, however, that Monaco Air may contract with Duluth

Airport Authority-approved contractors, and further provided that claims for money due or to become due to Monaco Air 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.

XI. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

XII. Waiver. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

XIII. 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.

XIV. Entire Agreement. It is understood and agreed that the entire agreement of this 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.

CITY OF DULUTH

MONACO AIRPORT FOUNDATION, INC.

By _____
Mayor

By _____

Attest:

Its: _____

City Clerk
Date Attested: _____

Countersigned:

City Auditor

As to form:

City Attorney