

**SUBGRANT AGREEMENT
BETWEEN
ECOLIBRIUM 3 AND CITY OF DULUTH**

PARTIES

The parties to this Subgrant Agreement are Ecolibrium3 (“Eco3”) and the City of Duluth (the “City”), collectively referred to as “the Parties”.

RECITALS

Eco3 submitted a grant application and was awarded \$50,000 (the “Grant”) from the U.S. Bank Foundation (the “Foundation”) for the purchase and installation of playground equipment in Lincoln Park (the “Project”) in accordance with its grant proposal submitted to the Foundation and incorporated herein by reference (the “Grant Proposal”). The Parties desire to enter into a Subgrant Agreement for the Project.

AGREEMENT

1. Term of Agreement

- 1.1 Effective Date: The effective date shall be the date when both Parties have executed this Subgrant Agreement.
- 1.2 Construction Completion Date: The City agrees to complete construction of the Project on or before November 1, 2020. Additionally, the City agrees to provide Project construction information to Eco3 to assist Eco3 in providing its final report to the Foundation on or before December 1, 2020.

2. Responsibilities of the Parties.

- 2.1 The City will hire any necessary agents and contractors to design and construct the Project. The City will administer such contracts and be responsible for permitting and Project construction management tasks associated with completing the Project in accordance with the Grant Proposal.
- 2.2 Eco3 will be responsible for administration of tasks required under the Grant Agreement including reporting and any other tasks associated with the Grant Agreement, except for those set forth in Section 2.1.

3. Funding

Eco3 will provide the City \$50,000 in grant funds upon execution of this Subgrant Agreement. Said funds will be deposited into City Fund 452-030-4270 (Tourism & Recreational Projects-Finance-Other Grants); Project HANDHTAX-1510 (Lincoln Park) and will be used solely for purposes set forth in this Subgrant Agreement and the Grant Proposal.

4. Authorized Representatives

4.1 The City's Authorized Representative for purposes of this Subgrant Agreement is:

Lisa Luukkala
City of Duluth
Parks and Recreation Office
Ground Floor City Hall
411 West First Street
Duluth, MN 55802
Telephone: (218) 730-4312
Email: luukkala@duluthmn.gov

4.2 Eco3's Authorized Representative for purposes of this Subgrant Agreement is :

Jodi Slick
President
Ecolibrium3
2014 W. Superior St.
Duluth, MN 55806
Email: jodi@ecolibrium3.org

5. Amendments and Waiver

5.1 Amendments. Any amendment to this Subgrant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Subgrant Agreement, or their successors in office.

5.2 Waiver. If the any Party fails to enforce any provision of this Subgrant Agreement, that failure does not waive that provision or that Party's right to enforce it.

6. Liability

Each party will be responsible for its own acts and the results thereof and shall not be responsible or liable for the other Party's actions or consequences of those actions. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the City's liability. Nothing in this Subgrant Agreement is intended to waive or limit the provision of Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits government liability.

7. Government Data Practices

The Parties must comply with the Minnesota Government Data Practices Act, Minn.Stat. Ch. 13, as it applies to all data provided under this Subgrant Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Parties under this Subgrant Agreement.

8. Governing Law, Jurisdiction, and Venue

Minnesota Law, without regard to its choice of law provisions governs this Subgrant Agreement. Venue for all legal proceedings involving this Subgrant Agreement, or its breach, must be in the appropriate state or federal court, with competent jurisdiction in St. Louis County, Minnesota.

9. Severability

The provisions of this Subgrant Agreement shall be deemed severable. If any part of this Subgrant Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Subgrant .

10. Merger

This Subgrant Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date(s) indicated below:

CITY OF DULUTH

ECOLIBRIUM3

By: _____
Emily Larson, Mayor

By: _____

Name: _____

Attest: _____
Chelsea Helmer, City Clerk

Title: _____

Date: _____, 2019

Date: _____, 2019

Countersigned:

By: _____
Josh Bailey, City Auditor

Approved as to form:

By: _____
Gunnar Johnson, City Attorney