



FEDERAL RESERVE BANK OF MINNEAPOLIS

Pursuing an economy that works for all of us

July 17, 2026

VIA ELECTRONIC MAIL

City of Duluth
411 West 1st Street
Duluth, MN 55802
Attn: Elena Foshay
Email: efoshay@DuluthMN.gov

Re: Focus Group Coordinator Agreement

Dear Mayor Roger J. Reinert

This letter is an Agreement between the Federal Reserve Bank of Minneapolis (“Bank”) and **City of Duluth** (“you”, “your”, or “Supplier”), for services you will provide to Bank as a focus group coordinator. Focus group coordination includes, without limitation: finding participants, setting up a meeting room, facilitating participant attendance, distributing incentive payments to participants, and providing any additional support requested by Bank. Upon completion of each focus group, you will report to Bank the total number of participants who attended in aggregated and anonymized form only.

Bank may request focus group services from time to time by sending the information described in the attached Focus Group Order, including by email. You may accept any Focus Group by email. Your acceptance of a Focus Group Order constitutes your agreement to coordinate the focus group as specified in the Focus Group Order and subject to the terms of this Agreement.

Specifics of a Focus Group Order may be modified by written mutual agreement, including email.

Your work to coordinate focus groups constitutes “Services” for purposes of this Agreement. In consideration for the Services and subject to Bank’s acceptance of the same, Bank will pay you the focus group coordination fee and reimburse you for the participant incentive payment specified in the applicable Focus Group Order based on the actual number of participants in the focus group. The amounts specified in a Focus Group Order are all-inclusive; Bank will not pay you any other amounts or reimburse you for any other expenses. Funds paid to Supplier to be deposited in Fund 268 (workforce development), Agency 031 (grants division), Organization 6255 (general).

Please include a reference to Community Development and Engagement Department and a reference to this Agreement on your invoice. Invoices must be submitted to SAP Ariba® system (the “e-Procurement System”) or if the e-Procurement System is not available by email addressed to dal.apsscinvsub@dal.frb.org and Brittany.Goettlich@mpls.frb.org. Bank may provide additional instructions for use of the e-Procurement System from time to time.

To process a payment, Bank requires that you complete and return accounting forms that will be sent to you separately. You acknowledge that your failure to complete and return the accounting forms to Bank, may delay or prevent a payment. Bank is exempt from all federal, state, and local taxes, except real estate taxes, pursuant to 12 U.S.C. § 531. Accordingly, you agree not to charge Bank for any federal, state, or local taxes from which it is exempt, including sales and use taxes.

Supplier is a government entity subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13). Supplier agrees to hold all confidential or classified information obtained from Bank in trust and confidence and not to disclose it to a third party without Bank's prior written approval except where disclosure is required under the Minnesota Government Data Practices Act. Supplier agrees to comply with all applicable laws, regulations, and government orders relating to personally identifiable information of the focus group participants and any other data managed by Supplier. Any personally identifiable information collected from participants will be at Supplier's discretion. Bank will neither request nor receive access to participants' personally identifiable information.

Bank does not permit its name, logo, or other trademarks to be used for commercial purposes. Therefore, you may not include Bank's name or logo or otherwise refer to Bank on a client list or in other promotional material for your services.

Bank may terminate this Agreement at any time for any reason. If Bank terminates this Agreement after you have coordinated a focus group but before Bank has made payment, Bank shall pay the amounts specified in this applicable Focus Group Order for such completed focus group within 30 days of receipt of a proper invoice. If Bank terminates this Agreement after you have begun coordination activities for a focus group but before the focus group takes place, Bank shall have no obligation to pay the focus group coordination fee but shall reimburse you for any participant incentive payment already disbursed by you to participants, upon provision of adequate documentation of such payments.

Bank is subject to the requirements of Section 342 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (12 U.S.C. § 5452). Accordingly: (a) you shall, to the maximum extent possible consistent with applicable law, provide for the fair inclusion of minorities and women in your workforce, and as applicable, subcontractors; and (b) if requested by Bank, you shall provide documentation satisfactory to Bank regarding (1) the actions you have undertaken to verify your good faith compliance with such requirements and (2) your "Tier 2" minority- and women-owned business spend. You understand and agree that a breach of this section constitutes a material breach of this Agreement.

Bank and Supplier agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any other and the result thereof. Supplier's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.

You and your agents (if any) are independent contractors under this Agreement and not an employee, agent, partner, co-venturer, or representative of Bank, and no act or omission by you will in any way obligate or be binding on Bank. You may not assign, delegate, or transfer this Agreement or any of its obligations hereunder without Bank's prior written consent.

This Agreement and any claims arising out of or in connection with it are governed by the laws of the United States and, in the absence of controlling federal law, the laws of the State of Minnesota even if applicable conflict-of-law rules indicate the laws of a different jurisdiction should govern. The exclusive forum for any disputes arising under this Agreement is the United States District Court for the District of Minnesota.

Bank will send Focus Group Orders and other communications related to the Services to the email address identified on the first page of this Agreement or other email address that you specify in writing from time to time. Communication to Bank intended to arrange for the delivery of the Services must be sent to primary contact specified in the applicable Focus Group Order.

This Agreement represents the entire agreement between you and Bank. It supersedes and replaces all prior representations, correspondence, and agreements between you and Bank regarding focus group coordination.

If the arrangements I have set out are satisfactory to you, please sign this Agreement in the place provided below and return the signed Agreement to Bank. This Agreement may be signed electronically in counterpart signature pages and is not effective until it is signed by Bank and you.

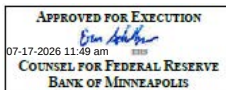
Sincerely yours,

THE FEDERAL RESERVE BANK OF MINNEAPOLIS

By: _____

Name: Hue Nguyen

Title: Assistant Vice President



AGREED AND ACCEPTED:

City of Duluth

By: _____

Mayor (City Administrator per Delegated Authority)

Attest: _____

City Clerk - Alyssa Denham

Date: _____

Countersigned:

City Auditor - Josh Bailey

Approved as to form:

City Attorney - Terri Lehr

Focus Group Order

Bank may specify focus group requirements less than or in addition to the items specified in the table below. The Focus Group Order can be sent as a standalone document (including Microsoft Word or PDF) or in the body of an email. You may respond to a Focus Group Order by email to indicate your agreement to coordinate a focus group on the specified terms.

Number of focus groups:	
Amount of time per focus group:	
Location of focus group:	
Target number of participants:	
Topic(s) of discussion:	
Participant incentive payment (per participant amount due to each participant who attends):	
Coordination fee:	
Primary Bank contact email:	