

COUNTY OF ST. LOUIS
Grant Agreement 1000754

This Grant Agreement (the “Agreement”) is entered by and between the **County of St. Louis**, a body corporate and politic existing under the laws of the state of Minnesota, hereinafter referred to as the “County,” and the **City of Duluth**, located at **411 West First Street, Room 120, Duluth, Minnesota 55802**, hereinafter called the “City.”

WHEREAS, the City has requested St. Louis County to consider a one-time financial grant of Seventy-Five Thousand Dollars and No Cents (\$75,000.00) to assist with the cost to complete a Facilities Conditions Assessment (FCA) for the Duluth Entertainment Convention Center; and

WHEREAS, the St. Louis County Board approved Resolution No. 26-80 to execute the grant funding agreement on behalf of St. Louis County with the City, along with all the necessary documents related thereto; and

WHEREAS, under Minnesota Statute §471.64, Subd. 1, the County has statutory authority to provide these funds to the City; and

WHEREAS, St. Louis County has the authority and ability to fund a portion of this project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERM

1. The term of this Agreement shall commence upon its full execution and terminate on December 31, 2026; unless sooner completed or terminated as provided herein.

CITY RESPONSIBILITIES

2. Track and monitor project and expenditures to completion.
3. Provide the County with project updates and final report on expenditures.
4. Transfer the full amount authorized herein to the Duluth Entertainment Convention Center to be used as a grant match to assist with the cost to complete a Facilities Conditions Assessment (FCA).

COUNTY RESPONSIBILITIES

5. The County shall provide to the City funds, hereinafter referred to as the “Grant Funds,” as specified in the provision entitled “**FUNDS TO THE CITY.**”
6. The St. Louis County Administrator will designate a county representative for the purposes of this Agreement.
7. The County’s representative will provide data and other information requested by the City.

INSPECTION AND EVALUATION

8. The County may conduct periodic site visits to determine compliance with this Agreement and to evaluate the quality of services provided by the City pursuant to this Agreement.
9. The County shall receive a monthly report on expenditures from the City.
10. The County may request end-of-year reporting to be completed in writing by the City by December 31 each year; unless sooner completed or terminated as provided herein.

FUNDS TO THE CITY

11. The County shall, through its Economic Development Fund 178, Agency 178006, provide the City an amount not to exceed Seventy-Five Thousand Dollars and No Cents (\$75,000.00) for transfer to the City of Duluth for Duluth Entertainment Convention Center's Facilities Conditions Assessment.

PAYMENT

12. The City shall invoice the County, detailing the services that will be performed. The County agrees to pay invoices within thirty (30) days of receipt and approval.

NON-DISCLOSURE OF INFORMATION OR DATA

Pursuant to the Minnesota Government Data Practices Act, codified at Minnesota Statutes Chapter 13, the City agrees to maintain and protect data on individuals received, or to which the City has access, according to the statutory provisions applicable to the data.

13. The City is hereby notified that the requirements of Minn. Stat. § 13.05, Subd. 11 may apply to this Agreement. The City shall administer and protect any and all government data according to the provisions of the Minnesota Government Data Practices Act, codified at Minnesota Statutes Chapter 13.

DISCRIMINATION IN EMPLOYMENT

14. The City agrees to comply with all federal, state and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability or age. The City further agrees to comply with all federal, state and local laws or ordinances and all applicable rules, regulations and standards established by any governmental agency having jurisdiction over the City's performance of the provisions of this Agreement.

RECORDS AUDITING AND RETENTION

15. City's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. City agrees to maintain such evidence for a period of

six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

DELIVERY OF DOCUMENTS

16. All materials prepared or developed by City or its employees or independent contractors, hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms specific to St. Louis County shall, together with any materials furnished to the City by the County, be delivered to the County upon request, or in any event, upon the determination of final performance or termination of this Agreement.

INDEPENDENT CONTRACTOR

17. That at all times and for all purposes hereunder, the City shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find the City to be an employee of the County, and the City shall not be entitled to any of the rights, privileges, or benefits of employees of the County of St. Louis, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
18. The City acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, shall be made from the payments due the City and that it is the City's sole obligation to comply with the applicable provisions of all federal and state tax laws.
19. The City shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.
20. The City is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

TORT LIABILITY

21. City shall maintain insurance in an amount not less than is required by law or regulation. City shall provide evidence of coverage upon request.

INDEMNIFICATION

22. **As Between the Parties**
Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.
23. **Limitation of Liability**
Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapter 466 or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

24. **Third Party Liability**

Nothing herein shall be deemed to create any liability to any third party that does not otherwise exist under applicable law.

AMENDMENT

25. Any amendment, variation, modification, or waiver of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and City. This Agreement shall supersede all other oral and written agreements prior to execution of this document.

DEFAULT/TERMINATION

26. If City fails to perform any of the provisions of this Agreement, such failure shall constitute a default. Unless City's default is excused by the County, the County may, upon written notice, immediately terminate this Agreement in its entirety. The County may, but is not required to, allow City to cure the default upon such terms and within such timeframe that the County may require in its sole discretion. If City fails to cure its default in accordance with the terms or within the timeframe required by the County, the Agreement shall automatically terminate and the City will return the Grant Funds to County.

NOTICES/COMMUNICATION

27. All notices and demands pursuant to this Agreement shall be directed in writing to:

27.1. **City of Duluth**

Joshua Bailey – City Auditor
411 West First Street. Room 120, Duluth, MN 55802
(218) 730-5054 | jbailey@duluthmn.gov

27.2. **St. Louis County**

Darren Jablonsky – Executive Director
320 W 2nd Street, Suite 301, Duluth, MN 55802
(218) 725-5011 | jablonskyd@stlouiscountymn.gov

MINNESOTA LAW TO GOVERN

28. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principle of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.

WAIVER

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

SEVERABILITY

30. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

DEBARMENT

31. By entering into this Contract, City certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or has a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud, or official misconduct within the past three years.

ENTIRE AGREEMENT

32. This 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 contracts. There are no representations, warranties, or stipulations either oral or written not herein contained.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year indicated below.

City of Duluth

By: _____
Print or Type Name

Signature

Title: _____

Date: _____

Attest: _____
Print or Type Name

Signature

Title: _____

Date: _____

Countersigned:

Signature

Title: _____

Date: _____

Approved as to from:

Signature

Title: _____

Date: _____

County of St. Louis

By: _____

Name
Department Head Title

Date: _____

By: _____

Annie Harala
Chair, County Board

Date: _____

By: _____

Nancy Nilsen
Auditor

Date: _____

APPROVED AS TO FORM & EXECUTION:

By: _____

Thomas Stanley
Assistant County Attorney

Date: _____

County Contract Number: 1000754