

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

13-0495R

RESOLUTION AUTHORIZING EXECUTION OF 2013-2014
PROFESSIONAL SERVICES AGREEMENT WITH ARROWHEAD REGIONAL
DEVELOPMENT COMMISSION FOR HEART OF THE CONTINENT
PARTNERSHIP NATIONAL GEOGRAPHIC GEO-TOURISM PROJECT AND
PAYMENT OF \$40,000.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute the agreement for professional services with the Arrowhead Regional Development Commission, together with the supporting documents, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, to provide professional services to the city related to the Heart of the Continent Partnership National Geographic Geo-tourism project.

FURTHER RESOLVED, the proper city officials are hereby authorized to pay \$40,000 for professional services further described in those documents referenced above, said funds payable to Fund No. 256-030-5436-11 (Tourism Tax Fund, Finance Department, Finance, Tourism Tax Allocation, Other Promotional Programs).

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

ADM/ATTY SBH:de 09/23/2013

STATEMENT OF PURPOSE: This resolution authorizes the City to pay \$40,000 from the Tourism Tax Fund for professional services provided by the Arrowhead Regional Development Commission related to the Heart of the Continent National Geographic Geo-tourism Project.

The Heart of the Continent Partnership, working in partnership with National Geographic Society, will coordinate and develop a collaborative effort to map and connect cultural, historic, and natural tourism destinations in the border lakes region of Minnesota and Ontario. This effort will encourage land managers, tourism officials, county/city/provincial and state officials, local businesses and other stakeholders to work together promote the cross-border region and its resources.

The primary intended outcomes are as follows:

1. National Geographic will publish and promote a paper map of the Heart of the Continent.
2. An interactive map and web site of the Heart of the Continent will be online, easily accessible, interactive and well-used by people around the country and the world.
3. Links between all the National Geographic geo-tourism sites will dramatically extend the reach and impact of tourism efforts within the Heart of the Continent region.
4. Tourism sites, parks, and communities will note increased use of sites promoted on the map and web site.

**2013-2014 Agreement for Professional Services Between City of Duluth and
Arrowhead Regional Development Commission (ARDC) for Heart of the Continent
Partnership National Geographic Geo-Tourism Project**

THIS AGREEMENT is deemed effective October 14, 2013, by and between the City of Duluth, a Minnesota municipal corporation, hereinafter referred to as "CITY", and Arrowhead Regional Development Commission (ARDC), hereinafter referred to as "ARDC".

WHEREAS, CITY desires to utilize the professional services of ARDC to assist in the capturing, organizing, and updating of geospatial data and web content for the Heart of the Continent Partnership related to the National Geographic Geo-Tourism Project; and

WHEREAS, ARDC has represented that it is qualified and willing to perform said services as set forth in this proposal.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the CITY and ARDC agree as follows:

ARTICLE I

Scope of Professional Services

ARDC and its designees shall provide professional services to the CITY, including, but not limited to, the following specific tasks:

1. Project Manager. Serve as project manager for the Heart of the Continent Partnership initiative and oversee the partnership with the National Geographic Society, Maps Division.
2. Representation and Coordination. Attend planning and coordination sessions with appropriate agencies and CITY throughout the project timeline.
3. Spatial Data Creation and Editing. Oversee the creation of spatial data features, feature classes, and attributes to support regional geotourism projects and initiatives in the City of Duluth, Minnesota.
4. Cartographic Design and Presentation. Oversee the building and support of cartographic symbology for created geospatial data content.

ARTICLE II

Professional Fees and Payment

CITY shall pay ARDC \$40,000 immediately pursuant to this Agreement from CITY's Fund No. 256-030-5436-11 (Tourism Tax Fund, Finance Department, Finance, Tourism Tax Allocation, Other Promotional Programs.) Said payment constitutes entire payment covering entire term of this Agreement.

ARTICLE III

Assignability

CITY may assign or transfer any of its rights or interests under this Agreement, subject to approval of ARDC.

ARTICLE IV

Term

This Agreement shall be deemed effective October 14, 2013, and shall remain in effect until the end of the day on December 31, 2014, unless terminated earlier as provided for herein.

ARTICLE V

Termination of Services

CITY or ARDC may, by giving at least thirty (30) days written notice, terminate this Agreement with or without cause. ARDC shall be paid for actual work done to the date of termination. All data completed by ARDC through date of termination shall become property of CITY.

ARTICLE VI

Notices/Communications

Notice to parties provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

ARDC:

Andy Hubley
Director Regional Planning
ARDC
221 West First Street
Duluth, MN 55802

CITY:

Keith Hamre, Director
Planning & Construction Services
Community Development
Room 407 City Hall
411 West First Street
Duluth, MN 55802

ARTICLE VII

Waiver

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

ARTICLE VIII

Applicable Law

This Agreement, together with all of its paragraphs, terms, and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

ARTICLE IX

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.

ARTICLE X

Amendments

Any amendment or modification 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby.

CITY OF DULUTH, a Minnesota municipal corporation

ARROWHEAD REGIONAL DEVELOPMENT COMMISSION

By _____
Mayor Don Ness
Dated _____

By _____
Its: _____
Dated _____

By _____
David Montgomery
Chief Administrative Officer
Dated _____

Countersigned:

By _____
City Auditor
Dated _____

Approved as to form:

By _____
City Attorney
Dated _____