RESOLUTION 14D-48

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY OF DULUTH PROVIDING FOR PARTICIPATION BY DEDA IN THE CITY'S SELF-INSURANCE PROGRAM FOR 2015 IN THE AMOUNT OF $7,000

RESOLVED, by the Duluth Economic Development Authority (DEDA) that the proper DEDA officials are hereby authorized to enter into an agreement with the City which provides for participation by DEDA in the City's self-insurance program for 2015, substantially in the form of that attached hereto (Contract No. 12 860 _____), in the amount of $7,000, payable from Fund 860, Org. 8640, Obj. 5361.

Approved by the Duluth Economic Development Authority this 17th day of December, 2014.

ATTEST:

APPROVED AS TO FORM

JMC

DEDA Attorney

APPROVED FOR PRESENTATION

CTE

Executive Director

_____

Executive Director

STATEMENT OF PURPOSE: This resolution authorizes DEDA to enter into an agreement with the City by which DEDA will participate in the City's self-insurance program from January 1 through December 31, 2015. Since DEDA holds property and is engaged in operating several parking lots and portions of skywalks, it is essential that DEDA be provided liability coverage for claims related to these activities.

AGREEMENT REGARDING DEDA'S PARTICIPATION IN THE
CITY'S SELF INSURANCE FUND PROGRAM
Pertaining to Tort Liability for Calendar Year 2015

This Agreement is by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY (Authority), and the CITY OF DULUTH (City), with regard to the arrangement between the parties for the accounting for, processing, and payment of claims for damages resulting from events that call into question Authority's contingent liabilities.

It is the intention of the parties that Authority shall participate in the City of Duluth Self Insurance Fund Program to the extent indicated herein. Participation in the plan does not indicate furnishing of insurance.

The term of this Agreement shall be the period commencing January 1, 2015, and ending December 31, 2015, unless earlier terminated by a party, or operation of law.

A. GENERAL LIABILITY COVERAGE

1. The Self Insurance Fund shall indemnify Authority for and defend Authority against all losses and damages suffered by third parties for which loss or damage Authority is liable because of the following legal liabilities:

a. Those liabilities described in Minnesota Statutes, Section 466.02, as limited by any other provision of law, including Minnesota Statutes, Sections 466.03, 466.04 and 466.05.

b. Those liabilities arising under the Minnesota Human Rights Act or any federal civil rights act, so long as the claimant is not an employee or agent of Authority, nor any entity or party claiming through such employee or agent, whether by way of assignment, subrogation, or otherwise.

2. The Self Insurance Fund shall have no obligation to indemnify Authority for or defend Authority against any claim arising in whole or in part from any of the following:

a. An enforcement action of any government agency, which action is based upon noncompliance with any law or regulation.

b. Any activity related to labor relations, collective bargaining, picketing, terms or conditions of employment, selection or retention of personnel, wage and hour regulations.

c. Any intentional tort or intentional act.

d. Any claim of damage to the earth or the environment, or for violation of an environmental law or standard, unless the basis of the claim is a sudden and accidental discharge that occurred because of the act or omission of Authority or its agents while either was in control of the discharged substance.

e. Any war, civil unrest, riot, act of God, natural disaster, force majeure, or act of the county, state, or federal government.

3. It is the intention of each of the parties to preserve for its benefit each limitation of liability, immunity, notice requirement or other advantage set out in Minnesota Statutes, Chapter 466, or otherwise provided by law. In no event shall the Fund's obligation to indemnify exceed the limits of liability set out in Minnesota Statutes, Chapter 466, even if the claim is not one to which those liability limits apply. The Authority's participation in the City's Self Insurance Fund Program under this Agreement shall be limited to claims made against the Authority relating to events that occur during the term of this Agreement, and are fully reported, in writing, to the City claims adjuster while this Agreement is in effect, or within six years after its termination.

Authority shall fully cooperate in the City's reasonable loss control instructions, investigation and processing of claims, and defense of lawsuits. City may require Authority to use City's loss control program, including scheduled inspections. Authority shall utilize the City's claims adjusting program. Claims shall be promptly reported to the City's claims adjuster for processing. Failure to comply with the requirement is grounds for termination of this Agreement. If a claim against Authority proceeds to a lawsuit, City shall determine the lawyer to defend the case. Authority shall pay the reasonable costs of defense, including attorneys' fees.

B. PAYMENT BY AUTHORITY.

In order to record the agreed upon value of liability plan participation, reimburse for services, and build a fund for payment of future losses, the Authority shall transfer to the City's Self Insurance Fund No. 610-036-1656-4904 the amount of $7,000 payable from DEDA Fund 0860, Org. 8640, Obj. 5361. At the conclusion of the year, City shall report the amounts spent on Authority that year.

C. AMENDMENT

This Agreement shall be amended only by written instrument, dated and executed by an authorized representative of each party, or one whose act is duly ratified by the party.

CITY OF DULUTH

By_____
Mayor

Attest:_____
City Clerk

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney

DULUTH ECONOMIC DEVELOPMENT AUTHORITY

By_____
President

By_____
Secretary