

**MEETING OF THE  
DULUTH ECONOMIC DEVELOPMENT AUTHORITY  
WEDNESDAY, DECEMBER 16, 2020 – 5:15 P.M.  
VIA ELECTRONIC MEANS PURSUANT TO MINNESOTA STATUTES  
SECTION 13D.021  
AGENDA**

Please take notice that the Duluth Economic Development Authority will hold a public hearing by other electronic means pursuant to Minnesota Statutes Section 13D.021 on Wednesday, December 16, 2020, at 5:15 p.m. All persons interested may monitor and participate in the hearing by visiting: <http://dulutheda.org/live-meeting> promptly at 5:15 p.m. on Wednesday, December 16, 2020, and written comments may be submitted to DEDA in advance of the meeting via the DEDA's web site at <http://dulutheda.org/contact-us/> or via email at [cfleege@duluthmn.gov](mailto:cfleege@duluthmn.gov), and DEDA will decide if the conveyance is advisable.

The regular meeting place of DEDA is the Duluth City Council Chambers at City Hall, 411 West First Street, in Duluth, Minnesota. At this time board members of DEDA do not intend to attend the meeting in person; due to continually evolving restrictions and guidance from state and federal officials and agencies, the board members of DEDA will attend the meeting remotely via telephone or other electronic means pursuant to Minnesota Statutes Section 13D.021.

**1. CALL TO ORDER**

**2. PUBLIC TO ADDRESS THE COMMISSION**

**3. PUBLIC HEARINGS**

**4. APPROVAL OF MINUTES**

**MEETING MINUTES FROM NOVEMBER 18, 2020 MEETING**

**5. APPROVAL OF CASH TRANSACTIONS**

**NOVEMBER 1, 2020 TO NOVEMBER 30, 2020**

**6. NEW BUSINESS**

**7. RESOLUTIONS FOR APPROVAL**

**RESOLUTION 20D-77: RESOLUTION ADOPTING A SCHEDULE OF REGULAR MEETING DATES FOR THE YEAR 2021**

**RESOLUTION 20D-78: RESOLUTION AGREEING TO REIMBURSE DSPA FOR ONE-HALF OF THE COST OF DESIGN SERVICES RELATED TO THE PROPOSED USCBP FACILITY AT THE DECC UP TO \$20,000**

**RESOLUTION 20D-79:** RESOLUTION AUTHORIZING SECOND AMENDMENT TO AGREEMENT WITH BAKER TILLY MUNICIPAL ADVISERS LLC PERTAINING TO THE UPGRADING AND CONVERSION OF THE DULUTH PAPER MILL AND RECYCLE FIBER PLANT, INCREASING THE AMOUNT PAYABLE THEREUNDER BY \$40,000

**RESOLUTION 20D-80:** RESOLUTION APPROVING A FIFTH AMENDMENT TO THE AGREEMENT WITH STAR NW LLC FOR DEDA TO LEASE PROPERTY IN THE NORTHWEST IRON LOT FOR PUBLIC PARKING PURPOSES

**RESOLUTION 20D-81:** RESOLUTION AUTHORIZING AN AGREEMENT WITH NORTHSPAN GROUP INC. PERTAINING TO THE NORTHFORCE.ORG WEBSITE AND TALENT COMMUNITY DATABASE IN THE AMOUNT UP TO \$45,000

**8. DISCUSSION**  
**DIRECTORS REPORT**

**9. ADJORN**

# Duluth Economic Development Authority

## November 2020 Cash Activity - all DEDA Funds

ACCUMULATED TRANSACTION LISTING, G/L Date Range 11/01/20 - 11/30/20 (as of 12/01/2020)

G/L Date	Journal Number	Sub Ledg	Name	Net Amount	Description
<b>FUND 860 - OPERATING FUND</b>				<b>Beginning Balance</b>	<b>\$ 2,693,124.68</b>
11/01/20	2020-00000359	GL	Cost Allocation - DEDA	(33,333.33)	Cost Allocation - DEDA
11/03/20	2020-00008087	RA	Pay Group OReilly LLC	450.20	ACH Deposit
11/06/20	2020-00008209	RA	Red Wagon Popcorn	454.13	October Rent
11/09/20	2020-00008183	AP	Beauty Lawn Care Service	(347.00)	Lawn Care 9/22/20
11/09/20	2020-00008183	AP	Matthew T Cartier	(35.00)	DEDA Meeting 10/28/20
11/09/20	2020-00008183	AP	Duluth Airport Authority	(1,350.00)	Plowing/Sanding 10/21 10/23
11/09/20	2020-00008183	AP	Zack Filipovich	(35.00)	DEDA Meeting 10/28/20
11/09/20	2020-00008183	AP	Duluth News Tribune	(153.60)	Costco Public Hearing Ad
11/09/20	2020-00008183	AP	Timothy P McShane	(35.00)	DEDA Meeting 10/28/20
11/09/20	2020-00008183	AP	Derek Medved	(35.00)	DEDA Meeting 10/28/20
11/09/20	2020-00008183	AP	Rozalind Randorf	(35.00)	DEDA Meeting 10/28/20
11/09/20	2020-00008183	AP	LHB Engineers & Architects	(609.00)	L30321 - Demolition of RR Bridge L8493 - Oneota St
11/09/20	2020-00008241	RA	Duluth Seaway Port Authority	2,500.00	November Lot D rent for Altec
11/16/20	2020-00008396	RA	Interstate Parking	33,354.04	Parking Revenue October 2020
11/20/20	2020-00008528	RA	FedEx	16.35	Reimbursement
11/23/20	2020-00008512	AP	Duluth Public Utilities - Comfort Systems	(822.15)	335 W Superior St 9/30-10/28/20
11/23/20	2020-00008512	AP	Ehlers and Associates Inc	(331.25)	20 860 968 TIF Management Services
11/23/20	2020-00008512	AP	Ehlers and Associates Inc	(662.50)	20 860 968 TIF Management Services
11/23/20	2020-00008512	AP	ChaQuana McEntyre	(35.00)	DEDA Meeting 10/28/20
11/23/20	2020-00008512	AP	St Louis County Recorder	(138.00)	Resolution, Petition, QCD Filing
11/23/20	2020-00008512	AP	St Louis County Recorder	(138.00)	Resolution, Affidavit, QCD Filing
11/23/20	2020-00008512	AP	Minnesota Elevator Inc	(776.00)	AAR Maintenance Facility Repairs
11/23/20	2020-00008512	AP	Baker Tilly Virchow Krause	(6,060.00)	PS to Facilitate Sale/Capital Upgrade of Duluth Paper Mill
11/23/20	2020-00008512	AP	Duluth News Tribune	(21.20)	DEDA MN Legals Ad 11/5/20
11/24/20	2020-00008619	RA	Passport Labs	1,902.83	Parking Revenue & fees October 2020
11/25/20	2020-00008638	RA	Costco Wholesale	153.60	Invoice #2020-00000271
11/30/20	2020-00008709	GL	Investment Earnings for November	2,012.00	Investment Earnings for November
<b>FUND 860 - OPERATING FUND</b>				<b>Ending Balance - 11-30-2020</b>	<b>2,689,015.80</b> TB
<b>FUND 861 - DEBT SERVICE</b>				<b>Beginning Balance</b>	<b>275,276.37</b>
11/30/20	2020-00008709	GL	Investment Earnings for November	205.00	Investment Earnings for November
<b>FUND 861 - DEBT SERVICE</b>				<b>Ending Balance - 11-30-2020</b>	<b>275,481.37</b> TB
<b>FUND 865 - CAPITAL PROJECTS</b>				<b>Beginning Balance</b>	<b>3,254,601.26</b>
11/30/20	2020-00008709	GL	Investment Earnings for November	2,426.00	Investment Earnings for November
<b>FUND 865 - CAPITAL PROJECTS</b>				<b>Ending Balance - 11-30-2020</b>	<b>3,257,027.26</b> TB
<b>FUND 866 - MRO FACILITY</b>				<b>Beginning Balance</b>	<b>902,761.01</b>
11/09/20	2020-00008183	AP	United Refrigeration Inc	(172.51)	Belts for AAR
11/20/20	2020-00008528	RA	Cirrus Design Corporation	21,000.00	Invoice #2020-00000269 and Invoice #2020-00000270
11/23/20	2020-00008512	AP	Jamar Company	(3,799.00)	20 860 982 MRO Facility Maintenance
11/23/20	2020-00008512	AP	Jamar Company	(7,735.00)	20 860 982 MRO Facility Maintenance
11/23/20	2020-00008512	AP	Jamar Company	(7,735.00)	20 860 982 MRO Facility Maintenance
11/23/20	2020-00008512	AP	Jamar Company	(4,600.00)	Duluth Airbus Facility Roof Work
11/23/20	2020-00008512	AP	Century Fence Co	(3,466.00)	AAR Building Gate Furnish & Install
11/23/20	2020-00008512	AP	Duluth Public Utilities - Comfort Systems	(2,508.14)	4600 Stebner Rd 10/2-11/2/20 Gas
11/23/20	2020-00008512	AP	Duluth Public Utilities - Comfort Systems	(624.69)	4600 Stebner Rd 10/2-11/2/20 Water
11/30/20	2020-00008709	GL	Investment Earnings for November	673.00	Investment Earnings for November
<b>FUND 866 - MRO FACILITY</b>				<b>Ending Balance - 11-30-2020</b>	<b>893,793.67</b> TB
<b>FUND 867 - STOREFRONT LOANS</b>				<b>Beginning Balance</b>	<b>244,758.25</b>
11/09/20	2020-00008241	RA	North Shore Bank	1,319.55	Women in Construction Payments received for August & September 2020
11/18/20	2020-00008474	RA	Alerus Financial	1,037.10	Old City Hall DEDA payment
11/30/20	2020-00008709	GL	Investment Earnings for November	184.03	Investment Earnings for November
<b>FUND 867 - STOREFRONT LOANS</b>				<b>Ending Balance - 11-30-2020</b>	<b>247,298.93</b> TB

**RESOLUTION 20D-77**

**RESOLUTION ADOPTING A SCHEDULE OF REGULAR  
MEETING DATES FOR THE YEAR 2021**

RESOLVED, that the Duluth Economic Development Authority (DEDA) does hereby adopt the attached schedule of regular meeting dates for the year 2021.

Approved by the Duluth Economic Development Authority this 16th day of December, 2020.

ATTEST:

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Executive Director

STATEMENT OF PURPOSE: This Resolution adopts a schedule of regular meeting dates for the year 2021 pursuant to Section 3.1 of the Bylaws of DEDA.



**When:** Meetings are held the 4<sup>th</sup> Wednesday of each month

**Where:** Virtual during COVID at <https://duluthmn.gov/live-meetings>

**Time:** 5:15 p.m.

**Contact:** Amanda Anderson at 218-730-5308 or [amanderson@duluthmn.gov](mailto:amanderson@duluthmn.gov)

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## 2021 Regular Meeting Schedule

Wednesday, January 27, 2021

Wednesday, February 24, 2021

Wednesday, March 24, 2021

Wednesday, April 28, 2021

Wednesday, May 26, 2021

Wednesday, June 23, 2021

Wednesday, July 28, 2021

Wednesday, August 25, 2021

Wednesday, September 22, 2021

Wednesday, October 27, 2021

Wednesday, November 17, 2021 \*

Wednesday, December 15, 2021 \*

\*The November & December meetings are scheduled for the third Wednesday of the month due to the holidays.

**RESOLUTION 20D-78**

**RESOLUTION AGREEING TO REIMBURSE DSPA FOR ONE-HALF  
OF THE COST OF DESIGN SERVICES RELATED TO THE  
PROPOSED USCBP FACILITY AT THE DECC UP TO \$20,000.**

RESOLVED by the Duluth Economic Development Authority (DEDA) that DEDA hereby agrees to reimburse the Duluth Superior Port Authority ("DSPA") for one-half of the cost to DSPA of the Phase II services performed by the firm of DSGW related to the design and construction of the proposed U.S. Customs and Border Patrol Cruise Ship Facility at the Duluth Entertainment and Convention Center as described on Exhibit A, attached hereto and made a part hereof, upon satisfactory completion thereof, up to the amount of not to exceed \$20,000, payable from Fund 860.

Approved by the Duluth Economic Development Authority this 16<sup>nd</sup> day of December, 2020.

ATTEST:

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Executive Director

STATEMENT OF PURPOSE: The purpose of this resolution is to commit DEDA to reimburse the Port Authority for up to one-half of the costs of completing the design of the proposed Customs facility at the DECC and to provide design supervision of its construction in order to make regular visits by cruise lines to the Duluth Harbor possible.

Viking Cruise Line has expressed a desire to include Duluth in its itinerary of ports of call as part of its proposed Great Lakes cruises but in order for that to become a reality, it was determined to be necessary that major improvements to the dock wall adjacent to the DECC needed to be performed, a project with a substantial price tag, and in addition that a Customs facility needed to be developed at the DECC to accommodate the passengers' interface with the City. An application for an EDA grant was submitted for the dock wall work and preliminary design work for the Customs facility was funded by the Port Authority.

The City has recently received preliminary approval of funding from the EDA from a major portion of the dock wall work and it is now necessary to complete the design work on the Customs facility so that it can be bid out and constructed in time for the 2022 cruise season.

The Port Authority has requested that DEDA assist in funding the design and construction engineering for the Customs facility. As tourism is one of Duluth's major industries and as the advent of cruise line visits could be a major boost to that industry, it is appropriate for DEDA to assist in this aspect of the project. DEDA's commitment is to cover one-half of the cost of design and construction administration of it. It is anticipated that the actual cost to DEDA will be in the neighborhood of \$15,400.



October 16, 2020

Duluth Seaway Port Authority  
Attn. Kate Ferguson  
Director of Trade and Business Development  
2305 West Superior St.  
Duluth, MN 55806

Re: **Proposal for USCBP Cruise Ship Facility**

Dear Ms Ferguson,

Thank you for the opportunity to submit this proposal to you A/E services for the US Customs and Border Patrol ( USCBP) Cruise Ship Facility buildout in the Duluth Entertainment and Convention Center (DECC).

As we understand Phase 1 Study / Schematic Design has been approved and the design is ready to begin the Construction Documents , Bidding, and Construction Administration phases.

Attached is the latest floor plan submitted for reference. The information below that was included in previous proposals will still be relevant and is included for reference.

- Approximately 1,000 SF buildout of space within the DECC located off of the Harbor Drive entrance.
- Space to include :
  - Primary Processing Podiums
  - Secondary Processing Waiting Area
  - Interview Room
  - Mechanical / Utility / Server Room
  - LAN Closet
  - Unisex Restroom
  - Public ( Passenger) Waiting Area
  - Passenger circulation to exterior once clearance is complete
- Modifications of existing Mechanical and Plumbing as required for the new layout utilizing existing DECC systems with the possibility of an added mini split cooling system for LAN room.
- Electrical for lighting and convenience outlets etc.
- We understand USCBP will provide their own IT design. We will provide headend power and data location coordination for phone / data / and power.
- This proposal does not include work associated with secure network connectivity to outside source. We understand that would be part of the USCBP scope.
- Design of space and construction details to adhere to USCBP guidelines and input.
- We understand this work will be publicly bid consistent with the rules of the public entity direction of the construction contract.

**Phase II Services include the following:**

- Completion of design drawings and specifications of space. We understand USCBP has approved the submitting for review 60%, 90% design reviews by the USCBP and eliminating the 30% review.
- Supporting bidding process under DSPA / City of Duluth / DECC Guidelines
- Construction Administration during project construction
  - Coordinating with the contractor for permit application with the City of Duluth
  - Weekly site visits and conducting construction meetings
  - Shop drawing submittal reviews





- Answering contractor RFI's and issuing documentation for changes as necessary
- Communication / interaction with USCBP as necessary
- Substantial Completion punchlist and Project closeout

**We propose to provide Phase II services for \$30,500**

**As requested, we have broken down the fee to reflect a pause at 90% review and estimate prior to moving into Bidding and Construction Phases as follows:**

**At the 90% review submittal we will provide an updated estimate.**

**Fee at 90% USCBP submittal \$21,350.**

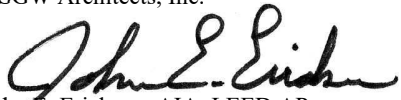
**Bidding and Construction Administration Phases \$9,150.**

We do not include Civil or Structural Engineering at this time as we do not anticipate any required work related to these disciplines. If it is determined during design we can solicit proposals for appropriate services to be added.

We are ready to begin immediately upon authorization of this proposal. Please indicate acceptance of this proposal by signing where indicated below and returning copy to our office. We will provide a draft AIA Owner / Architect agreement for final review and signature.

**We understand that authorizing us to proceed with signature below is for PHASE II services only.**

Sincerely,  
DSGW Architects, Inc.

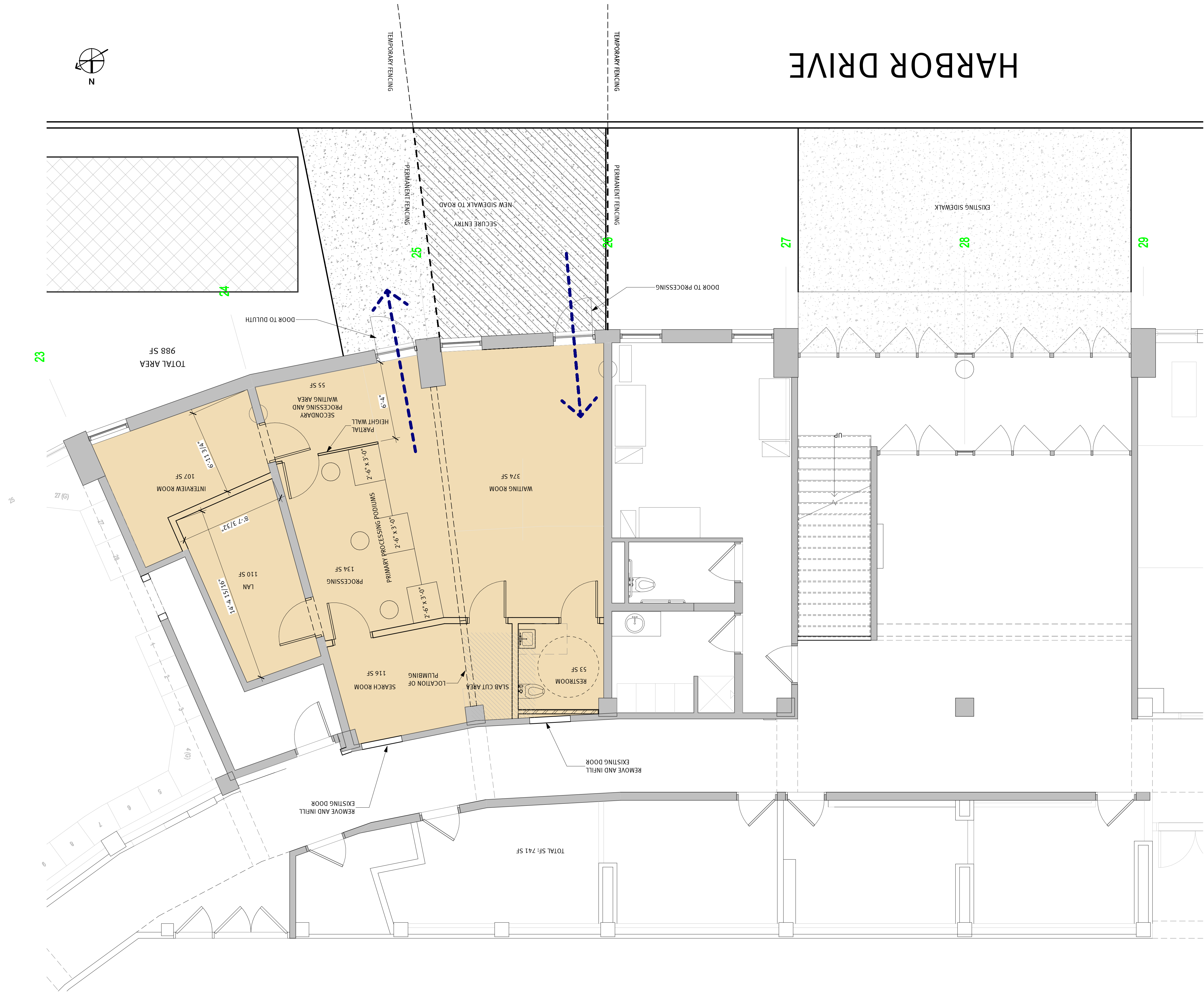
  
John E. Erickson, AIA, LEED AP  
Architect, Principal

\_\_\_\_\_  
Authorized by

\_\_\_\_\_  
Date

Cc: Dean Lembke –Facility Manager – DSPA

1 LEVEL 1 FLOOR PLAN OPTION 10B  
1/4" = 1'-0"



## RESOLUTION 20D-79

### **RESOLUTION AUTHORIZING SECOND AMENDMENT TO AGREEMENT WITH BAKER TILLY MUNICIPAL ADVISERS LLC PERTAINING TO THE UPGRADING AND CONVERSION OF THE DULUTH PAPER MILL AND RECYCLE FIBER PLANT, ADDING TO THE SCOPE OF SERVICES AND INCREASING THE AMOUNT PAYABLE THEREUNDER BY \$40,000.**

RESOLVED, by the Duluth Economic Development Authority ("DEDA") that the proper DEDA officials are hereby authorized to enter into the Second Amendment to Agreement for Professional Services (DEDA Contract No. 20 865 955<sup>(2)</sup>) amending DEDA Contract No. 20 860 955 with Baker Tilly Municipal Advisors, LLC, substantially in the form of that attached hereto, to perform additional services related to assistance in marketing a project of upgrading and converting the Duluth Paper Mill and Recycle Fiber Plant to Community Development Entities ("CDEs") as a New Market Tax Credit project, requesting additional financial analysis of need and increasing the amount payable under the amended agreement by \$40,000, said sum to be payable to Fund 865.

Approved by the Duluth Economic Development Authority this 16<sup>th</sup> day of December, 2020.

ATTEST:

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Executive Director

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the execution of a Second Amendment to Agreement for Professional Services with Baker Tilly Municipal Advisors, LLC ("Baker Tilly") to expand the scope of services to be provided by Baker Tilly under its existing contract related to the upgrading and conversion of the Duluth Paper Mill and Recycled Fiber Plant (the "Facilities") and increase the compensation available by \$40,000.

Since the Facilities were closed earlier this year, DEDA, the City and other stakeholders have working with the Facilities' owner to determine what would be necessary to allow them to be re-opened. Possibilities would include their sale, there being upgraded and their conversion to another process.

On July 24, 2020, the Executive Director on behalf of DEDA and pursuant to the authority delegated to him, entered into an Agreement for Professional Services with Baker Tilly to assist DEDA and the other parties in explore and determine the viability of

the various options and to explore the financing and other sources that would be available to implement options. A copy of that agreement with its appendices is attached hereto.

After initial review, it has been determined that it is advantageous to further pursue the use of New Market Tax Credits and the availability of Community Development Entities to participate in any possible project. Staff has determined that it is in need of further assistance to effectively explore this option and to determine the amount of public assistance necessary to make the project financially viable. Baker Tilly is able and willing to provide that assistance. This amendment would provide for this assistance.

The amendment brings the total contract price, as amended, to \$99,610.00. Also attached are Appendix A which was the original scope of services and Appendix C which was the scope of services added by the First Amendment.

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, by and between the Duluth Economic Development Authority (ADEDA) and Baker Tilly Municipal Advisors, LLC, a limited liability corporation under the laws of Wisconsin, ("Service Provider") for the purpose of rendering services to DEDA.

WHEREAS, DEDA desires to utilize Service Provider's professional services to provide technical support, expertise and facilitation for the development of a strategic and competitive financial incentive package to facilitate the sale and capital upgrade of the Duluth Paper Mill and Recycle Fiber Plant; and

WHEREAS, Service Provider has represented that it is qualified and willing to perform said services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. Services to be Performed.

Service Provider will provide the services identified in Appendix A attached hereto and incorporated herein. In the event of a conflict between the terms and conditions of this Agreement and Appendix A, the terms and conditions of this Agreement shall be deemed to be controlling.

2. Compensation.

It is agreed between the parties that the Service Provider's maximum compensation for services provided herein shall not exceed Thirty-nine Thousand Six Hundred Ten and no/100ths Dollars (\$39,610.00), inclusive of all travel and other expenses associated with the services provide hereunder, payable from Fund 860. Services shall be billed at the rates set forth in Appendix B. Payment of expenses is subject to the City's receipt of reasonable substantiation/back-up supporting such expenses. All bills for services rendered shall be submitted to DEDA's Executive Director or designee (the "Executive Director").

3. General Terms and Conditions.

A. Standard of Performance.

Service Provider agrees that all services to be provided to DEDA pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for the provisions of services of this type.

- B. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon DEDA and Service Provider only upon being reduced to writing and signed by a duly authorized representative of each party.
- C. Assignment. Service Provider represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the Executive Director.
- D. Data and Confidentiality.
- (1) DEDA agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
  - (2) Service Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the DEDA under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Service Provider under this contract. Service Provider agrees to hold DEDA, its officers, and employees harmless from any claims resulting from Service Provider's failure to comply with this law. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by Service Provider. If Service Provider receives a request to release the data referred to in this clause, Service Provider must promptly notify the DEDA and consult with the DEDA as to how Service Provider should respond to the request. Service Provider's response to the request must comply with applicable law.
  - (3) All reports, records and other deliverables prepared for DEDA by Service Provider under this Agreement (each a "Deliverable") shall be deemed to become the property of DEDA upon payment to the

date of preparation. Service Provider represents and warrants that the work created or prepared by Service Provider will be original and will not infringe upon the rights of any third party. Service Provider shall retain all right, title and interest in and to: (a) all patent, copyright, trademark and other intellectual property rights therein; and (b) all methodologies, processes, techniques, trade secrets and know-how embodied in the Deliverables or that Service Provider may develop or supply in connection with this Agreement (the "Service Provider Knowledge"). Subject to the confidentiality restrictions contained in Section 3, Service Provider may use the Service Provider Knowledge for any purpose. To the extent that any Service Provider Knowledge is incorporated into the Deliverables, Service Provider grants to DEDA a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Service Provider Knowledge in connection with the Deliverables.

- (4) All other documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Service Provider and constitutes confidential information to the extent allowed by law. Service Provider may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If Service Provider is required by law or regulation to make certain documentation available to Regulators, DEDA hereby authorizes Service Provider to do so to the extent allowed by law.

E. Records and Inspections.

(1) Establishment and Maintenance of Records.

Records shall be maintained by Service Provider in accordance with requirements prescribed by DEDA and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

(2) Documentation of Costs.

Service Provider will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges.

(3) Reports and Information.

Service Provider shall be responsible for furnishing to the Executive Director any records, data and information he may require pertaining to Deliverables or billing and invoicing matters covered by this Agreement.

(4) Inspections.

Service Provider shall ensure that upon no less than five (5) business days' advance written notice, at any time during normal business hours and as often as DEDA may deem necessary, there shall be made available to DEDA for examination, all of its records with respect to all Deliverables and billing and invoicing matters covered by this Agreement.

4. Contract Period.

This Agreement shall commence upon execution by the parties and shall expire on September 30, 2020, unless earlier terminated as provided for herein. Notwithstanding the above, the term of this Agreement may be extended upon the prior written approval of the parties.

5. Termination of Services.

DEDA may, by giving written notice specifying the effective date thereof, terminate this Agreement in whole or in part, with or without cause. In the event of termination of this Agreement due to breach by Service Provider, DEDA shall retain all remedies available to it, and DEDA shall be relieved from payment of any fees with respect to the services of Service Provider not yet performed. In the event of termination, DEDA shall be required to compensate Service Provider for the services satisfactorily rendered and expenses incurred up to the date of termination.



6. Independent Contractor.

The relationship between Service Provider and DEDA shall be that of an independent contractor. Service Provider shall have no authority to bind DEDA to any third party agreements. Though the services may include Service Provider's advice and recommendations, all decisions regarding the implementation of any such advice or recommendation shall be the responsibility of, and made by, DEDA. Nothing herein shall in any way make or create any employer-employee relationship between the DEDA and Service Provider. Except for compensation provided in Paragraph 2 of this Agreement, Service Provider's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from DEDA, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A (Public Employees Retirement Association). Further, DEDA shall in no way be responsible to defend or indemnify Service Provider from liability or judgments arising out of acts or omissions of Service Provider or its employees while performing the work specified by this Agreement.

7. Indemnity and Limitation of Liability.

To the extent allowed by law, Service Provider shall defend, indemnify and hold DEDA and its employees, officers, and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any third party claims resulting from the Service Provider's a) negligence or willful misconduct or that of its agents or contractors in performing the services hereunder or b) any claims arising in connection with Service Provider's employees or contractors, or c) the use of any written materials supplied by the Service Provider to DEDA alleging that such written materials constitute copyright infringement or violation of other intellectual property rights, unless such material was modified by DEDA and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

The liability (including attorney's fees and ALL other costs) of Service Provider and its present or former partners, principals, agents or employees related to any claim

for damages relating to the services performed under this Agreement shall not exceed a multiple of three times (3x) the fees paid to Service Provider for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Service Provider relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted.

In no event shall either party be liable for any consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

Because of the importance of the information that DEDA provides to Service Provider with respect to Service provider's ability to perform the services, DEDA hereby releases Service Provider and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise solely from any information, including representations by management, provided by DEDA, its personnel or agents, that is not complete, accurate or current.

DEDA accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Agreement must be commenced within twenty four (24) months after the completion of the services.

8. Insurance

Service Provider shall obtain and maintain for the term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- A. Commercial General Liability with limits not less than \$1,500,000 single limit; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability; and Automobile Liability Insurance with limits not less than \$500,000 single limit, shall be in a company approved by DEDA. DEDA and the City of Duluth shall be named as Additional Insureds by endorsement under the Commercial General and Automobile Liability, or as an alternate,

Service Provider may provide Owners-Contractors Protective policy, naming itself, DEDA and City of Duluth. Upon execution of this Agreement, Service Provider shall provide Certificate of Insurance evidencing such coverage. Service Provider shall provide 30-days' notice of cancellation, non-renewal or material change provisions included.

- B. Service Provider shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- C. A certificate showing continued maintenance of such insurance shall be on file with DEDA during the term of this Agreement.
- D. DEDA does not represent or guarantee that these types or limits of coverage are adequate to protect Service Provider's interests and liabilities.

9. Notices.

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to DEDA as follows: Duluth Economic Development Authority Attn: Executive Director, 418 City Hall, Duluth, Minnesota 55802; and addressed to Service Provider as follows: Baker Tilly Municipal Advisors, LLC, 380 Jackson Street, Suite 300, St. Paul, MN 55101 or to such other persons or addresses as the parties may designate to each other in writing from time to time.

10. Laws, Rules and Regulations.

Service Provider agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City of Duluth with respect to their respective agencies which are applicable to its activities under this Agreement.

11. Choice of 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. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the

appropriate federal court within the State of Minnesota.

12. No Third Party Rights.

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

13. 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.

14. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

15. Entire Agreement.

This Agreement, including Appendix A and Appendix B, constitutes the entire agreement between DEDA and Service Provider and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

16. Service Provider Entity.

Baker Tilly Municipal Advisors, LLC is a wholly owned subsidiary of Baker Tilly Virchow Krause, LLP. Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly

Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first below shown.

**DULUTH ECONOMIC DEVELOPMENT AUTHORITY**

**BAKER TILLY MUNICIPAL ADVISORS, LLC**

By: Christopher E. Fleege  
Executive Director

By: Kate Crowley  
Company Representative

By: [Signature]  
Purchasing Agent

Its Principal  
Title of Representative

Date: 7/24/2020, 2020

Date: 7/24/2020 2020

DEDA 20 D-58  
CONTRACT #20 860 955(1)

**FIRST AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES, effective as of the date of execution thereof, by and between BAKER TILLY MUNICIPAL ADVISORS, LLC, a limited liability corporation under the laws of the State of Wisconsin, hereinafter referred to as "Service Provider", and the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority created and existing under Minnesota Statutes (1989) Chapter 469, hereinafter referred to as "DEDA".

WHEREAS, DEDA and Service Provider entered into an "Agreement For Professional Services" dated July 24, 2020 and bearing DEDA Contract No. 20 860 955 (the "Agreement") for Service Provider to provide technical support, expertise and facilitation for the development of a strategic and competitive financial incentive package to facilitate the sale and capital upgrade of the Duluth Paper Mill and Recycle Fiber Plant (the "Facilities"); and

WHEREAS, DEDA desires to expand the scope of services to be provided by Service Provider to include assistance marketing a project of upgrading and converting the Facilities to Community Development Entities ("CDEs") as a New Market Tax Credit project; and

WHEREAS, Service Provider is willing to provide those services as set forth in Appendix C attached hereto and made a part hereof under the terms of this First Amendment to Agreement for Professional Services.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

1. That Paragraph 1. of the Agreement is hereby amended to read as follows:

1. Services to be Performed.

Service Provider will provide the services identified in Appendix A attached hereto and incorporated herein and Appendix C attached to the First Amendment to Agreement for Professional Services. In the event of a conflict between the terms and conditions of this Agreement and Appendix A or Appendix C or both, the terms and conditions of this Agreement shall be deemed to be controlling.

2. That Paragraph 2 of the Agreement is hereby amended by deleting therefrom the words and numbers "Thirty-nine Thousand Six Hundred Ten and no/100ths Dollars (\$39,610.00)" and by substituting therefore the words and numbers "Fifty-nine Thousand Six Hundred Ten and no/100ths Dollars (\$59,610.00)".
3. That in all other respects, the Agreement, together with all of its terms, covenants and conditions, is confirmed in its entirety.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first below shown.

**DULUTH ECONOMIC DEVELOPMENT  
AUTHORITY**

**BAKER TILLY MUNICIPAL ADVISORS, LLC**

By: *[Signature]*  
Its President

By: *Kate Crowley*  
Company Representative

By: *Buck Filipovich*  
Its Secretary

Its Principal  
Title of Representative

Date: 8/26/2020, 2020

Date: 8/25/2020, 2020

# APPENDIX A Baker Tilly Municipal Advisors, LLC

## PRELIMINARY SCOPE OF SERVICES

We will work with DEDA and the Duluth Paper Mill and Recycle Plan to identify and evaluate strategic financial incentives as well as recommending potential financing alternatives and options for the upgrade and conversion of the Duluth Paper Mill and Recycle Fiber Plant. From the proposed scope of service, these tools may include but are not limited to:

1. Federal funding sources & programs (i.e. New Market Tax Credits (NMTC), Economic Development Administration (EDA) - CARES ACT COVID-19, etc.)
2. State of Minnesota funds (MIF Forgivable Loans, Workforce Development Grants, etc.)
3. County and City funding grants and/or tax abatements
4. Tax increment financing (TIF)
5. Public financing options
6. Tax Credits
7. Other public, private or industry financing loans or grants for the capital conversion
8. Utility Incentive Rates (Gas, Water, Electric, Wastewater, etc.)

Our approach is to work with DEDA and stakeholders to identify viable financing sources and options to create a financial incentives package that meets the policy goals and objectives of the public stakeholders and financial needs of the Duluth Paper Mill. Our unique team assigned to this project brings that broad perspective that will be necessary for successful completion of this project.

- Mikaela Huot will serve as connecting point and leader of the public economic development tools and is the primary person responsible for aligning key staff to areas of focus.
- Kate Crowley will serve as advisor for private financing options and economic development tools.
- Terri Heaton will serve as advisor for public finance tools and financing options.
- Nick Dragisich will serve as advisor related to utility rate analysis and potential rate incentives.
- Jolena Presti will serve as advisor related to private sector financing tools and funding options.
- Our response identifies the individuals to be assigned for specific tasks of the project.
- Weekly call-ins at an established time will include all BT staff assigned to the project and appropriate staff allowing all to stay informed and to work in tandem.

We will begin our work by joining the team of key community stakeholders that has been established and currently meeting weekly with the Verso Mill leadership to begin the task of identifying and evaluating the scope and scale of potential financial incentives that can be provided to a potential buyer of the Duluth Paper Mill. The current core stakeholder team includes membership including:

- City of Duluth - (DEDA)
- St. Louis County
- Duluth Paper Mill Leadership
- APEX
- Minnesota Power/ALLETE
- State of Minnesota (To be added)

We understand a preliminary sources and uses of funds has been created for the potential project. We will work with the projected total development costs for the project and align with potential funding sources from the various stakeholders.



Duluth Economic Development Authority (DEDA)  
 Duluth Paper Mill Financial Incentive Package Request for Proposal (RFP)  
 Estimated Budget Worksheet - Preliminary Based on Initial Project Details

	Week								Estimated	
	1	2	3	4	5	6	7	8	# of Hours	Fee
<b>Task 1 - Weekly Meeting Participation</b>										
Attend weekly meetings (up to # hours) Mikaela Huot (attendance and preparation)	3	3	3	3	2.5	2.5	2.5	2.5	22	\$ 5,720
Kate Crowley (as needed, or other assigned staff attendance)	2	2	2	2	2	2	2	2	16	\$ 4,800
	5	5	5	5	4.5	4.5	4.5	4.5	38	\$ 10,520
<b>Task 2 - Introduction and Research</b>										
Confirm public and private needs and goals Identification of potential funding options										
Mikaela Huot & Jolena Presti (\$260/hour)			8	7	7	5	5	4	36	\$ 9,360
Kate Crowley, Terri Heaton and Nick Dragisich (\$300/hour)			4	4	3	2	2	2	17	\$ 5,100
			12	11	10	7	7	6	53	\$ 14,460
<b>Task 3 - Financial Feasibility</b>										
Project financing strategies Financing/funding structures and feasibility analysis										
Mikaela Huot & Jolena Presti (\$260/hour)			8.5	6	5	7	5	4	35.5	\$ 9,230
Kate Crowley, Terri Heaton and Nick Dragisich (\$300/hour)			5	4	3	2	2	2	18	\$ 5,400
			13.5	10	8	9	7	6	53.5	\$ 14,630
<b>Total</b>	<b>5</b>	<b>5</b>	<b>30.5</b>	<b>26</b>	<b>22.5</b>	<b>20.5</b>	<b>18.5</b>	<b>16.5</b>	<b>144.5</b>	<b>\$ 39,610</b>

## APPENDIX B Baker Tilly Municipal Advisors, LLC

### A. HOURLY RATES FOR NON-DEBT ISSUANCE RELATED SERVICES

Principal, Partner, Firm Director.....	\$300
Senior Manager, Director .....	\$260
Manager, Senior Staff .....	\$220
Staff.....	\$200
Support.....	\$75

### B. EXPENSES and Hourly Fees

Amounts due the Advisor for expenses and services charged at hourly rates shall not be contingent.

Reference Materials

Reference Materials

## APPENDIX C

### Scope of Work

Based on our recent conversations, we have prepared the following scope of work specific to assist the Duluth Economic Development Authority (“DEDA AND THE CITY”) and the City of Duluth (the “City”) in seeking New Markets Tax Credits (“NMTC”) for improvements to the paper mill located at 100 North Central Avenue (the “Project”). The scope of work for our efforts will be limited to marketing the project to Community Development Entities (“CDEs”). The process to secure and structure NMTC would be engaged under a separate scope of work likely with the buyer of the paper mill at a future date.

To assist DEDA and the City to market the Project to CDEs, our team will conduct the following tasks:

- a) Work with DEDA and the City to create an NMTC-compliant sources and uses of funds.
- b) Review the distress and compliance elements of the Project.
- c) Assist DEDA and the City in meetings with various constituents to communicate the impact of NMTC on the financial structure of the Project.
- d) Prepare an executive summary of the Project including an Overview, Project Description, Overview of Qualification Criteria, Proposed NMTC Structure, Sources and Uses of Funds and Projected Community Impacts (“the Project Information Memorandum”). The projected community impacts are sourced from DEDA and the City and from a widely accepted database and not meant to represent a formal independent community impact study.

- e) Assist DEDA and the City in preparation of preliminary financial models of the proposed NMTC transaction outlining a potential deal structure and present it to DEDA and the City.
- f) Identify the CDEs that are recipients of NMTC allocation from the Community Development Financial Institutions Fund to solicit potential initial interest in the Project.

Reference Materials

**SECOND AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES, effective as of the date of execution thereof, by and between BAKER TILLY MUNICIPAL ADVISORS, LLC, a limited liability corporation under the laws of the State of Wisconsin, hereinafter referred to as “Service Provider”, and the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority created and existing under Minnesota Statutes (1989) Chapter 469, hereinafter referred to as “DEDA”.

WHEREAS, DEDA and Service Provider entered into an “Agreement For Professional Services” dated July 24, 2020 and bearing DEDA Contract No. 20 860 955 which contract was amended by the First Amendment To Agreement for Professional Services dated August 26, 2020 (said agreement and first amendment thereto being hereinafter referred to collectively as the “Agreement”) for Service Provider to provide technical support, expertise and facilitation for the development of a strategic and competitive financial incentive package to facilitate the sale and capital upgrade of the Duluth Paper Mill and Recycle Fiber Plant (the “Facilities”); and

WHEREAS, DEDA desires to expand the scope of services to be provided by Service Provider to include assistance marketing a project of upgrading and converting the Facilities to Community Development Entities (“CDEs”) as a New Market Tax Credit project; and

WHEREAS, Service Provider is willing to provide those services as set forth in Appendix C attached hereto and made a part hereof under the terms of this First Amendment to Agreement for Professional Services.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

1. That Paragraph 1. of the Agreement is hereby amended to read as follows:

1. Services to be Performed.

Service Provider will provide the services identified in Appendix A attached hereto and incorporated herein and Appendix C attached to the First Amendment to Agreement for Professional Services. In addition, Service Provider shall provide an in-depth financial gap analysis of the finances of the above-described project, demonstrating the need for public assistance, if any, to render the project financially feasible and the extent of such assistance needed. In the event of a conflict between the remaining terms and conditions of this Agreement and scope of services described in this paragraph, the terms and conditions of this Agreement shall be deemed to be controlling.

2. That Paragraph 2 of the Agreement is hereby amended by deleting therefrom the words and numbers “Fifty-nine Thousand Six Hundred Ten and no/100ths Dollars (\$59,610.00)” and by substituting therefore the words and numbers “Ninety-nine Thousand Six Hundred Ten and no/100ths Dollars (\$99,610.00)”.

3. That in all other respects, the Agreement, together with all of its terms, covenants and conditions, is confirmed in its entirety.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first below shown.

**DULUTH ECONOMIC  
DEVELOPMENT  
AUTHORITY**

**BAKER TILLY MUNICIPAL  
ADVISORS, LLC**

By: \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Company Representative

By: \_\_\_\_\_  
Its Secretary

Its \_\_\_\_\_  
Title of Representative

Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020



**From:** Crowley, Kate <[Kate.Crowley@bakertilly.com](mailto:Kate.Crowley@bakertilly.com)>  
**Sent:** Friday, November 06, 2020 12:25 PM  
**To:** Chris Fleege <[cfleege@DuluthMN.gov](mailto:cfleege@DuluthMN.gov)>  
**Cc:** Huot, Mikaela <[Mikaela.Huot@bakertilly.com](mailto:Mikaela.Huot@bakertilly.com)>  
**Subject:** Proposal for contract amendment

Hi Chris:

Thank you for the opportunity to prepare this proposal to further assist DEDA with economic development consulting related to acquisition of the Duluth Mill. Please see below our proposed scope of services and costs. If you would like this information in a more formal proposal or executable contract, just let me know.

### **Scope of Work**

Based on our recent conversations, we have prepared the following scope of work specific to continue to assist the City of Duluth (the "City") and Duluth Economic Development Authority ("DEDA) to identify and evaluate strategic financial incentives as well as recommending potential funding structure alternatives and options for the upgrade and conversion of the Duluth Paper Mill and Recycle Fiber Plant. These tools may include but are not limited to:

1. Federal funding sources & programs (i.e. New Market Tax Credits (NMTC), Economic Development Administration (EDA) - CARES ACT COVID-19, etc.)
1. State of Minnesota funds (MIF Forgivable Loans, Workforce Development Grants, etc.)
2. County and City funding grants and/or tax abatements
3. Tax increment financing (TIF)
4. Public financing options
5. Low or no interest loans
6. Tax Credits
7. Other public, private or industry financing loans or grants for the capital conversion
8. Utility Incentive Rates (Gas, Water, Electric, Wastewater, etc.)

**Estimated Cost:** \$10,000 per month billed on a Time and Materials basis using the hourly rates provided in our contract with you, not to exceed \$40,000.

**Kate Crowley**  
Principal



Baker Tilly Capital, LLC  
Baker Tilly Municipal Advisors, LLC  
T: +1 (608) 240 6718 | M: +1 (608) 770 9920  
Ten Terrace Ct, PO Box 7398, Madison, WI, 53707-7398 USA  
[kate.crowley@bakertilly.com](mailto:kate.crowley@bakertilly.com) | [bakertilly.com](http://bakertilly.com)

## RESOLUTION 20D-80

### RESOLUTION APPROVING A FIFTH AMENDMENT TO THE AGREEMENT WITH STAR NW LLC FOR DEDA TO LEASE PROPERTY IN THE NORTHWEST IRON LOT FOR PUBLIC PARKING PURPOSES

RESOLVED, by the Duluth Economic Development Authority (“DEDA”) that the proper DEDA officials are hereby authorized to enter into a Fifth Amendment, substantially in the form of that attached hereto (Contract No. 11 865 615<sup>5</sup>), to the agreement with Star NW LLC (“Star NW”), to lease the portion of the Northwest Iron Lot owned by ETOR for public parking purposes, extending the term of the agreement for a period of three (3) months.

Approved by the Duluth Economic Development Authority this 15th day of December, 2020.

ATTEST:

---

Executive Director

STATEMENT OF PURPOSE: The purpose of this Resolution is to approve a three month extension to lease, in concert with adjacent DEDA-managed property, the portion of the Northwest Iron Lot owned by Star NW LLC in Canal Park. Since this lease was last considered by DEDA, the prior owner, ETOR Properties Limited Liability Company, has sold the property to Star NW LLC. This amendment continues DEDA’s management of the property for public parking.

The intent of the short-term three month extension is to provide for continuity of operations while staff review the agreements and engage with Star NW LLC in a dialogue about the operational parameters of the agreements.

**CANAL PARK PARKING AGREEMENT  
NORTHWEST IRON LOT  
FIFTH AMENDMENT**

THIS FIFTH AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority existing under the laws of the State of Minnesota, hereinafter referred to as "DEDA," and STAR NW, LLC, a limited liability company under the laws of the State of Minnesota, hereinafter referred to as "Owner.

WHEREAS, on March 14, 2011, DEDA and ETOR Properties Limited Liability Partnership ("ETOR") entered into an agreement which provided for DEDA to lease a portion of property generally known as the Northwest Iron Lot (the "Leased Premises") from ETOR for the purpose of providing public parking in the Canal Park area; and

WHEREAS, since execution of the original agreement, the DEDA and ETOR have entered into four amendments extending the term of said agreement through December 31, 2020, which agreement and amendments are hereinafter referred to as the "Agreement"; and

WHEREAS, ETOR has conveyed the Leased Premises described in the Agreement to Owner, thereby rendering Owner as the lessor of the Leased Premises leased to DEDA; and

WHEREAS, DEDA and Owner desire to further amend the Agreement in order to extend the term of the Agreement for a period of 3 months.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The term of the Agreement is hereby extended for a period of 3 months, until March 31, 2021.

2. Paragraph 17 is hereby amended deleting the name "ETOR Properties Limited Liability Company" and substituting therefore "Star NW LLC" and by deleting the name "Brian Hanson" and substituting therefore "Executive Director".

3. Except as provided for in this Fourth Amendment, all terms and provisions of the Agreement shall remain in force and effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have signed this Fourth Amendment as of the day and year first above written.

DULUTH ECONOMIC DEVELOPMENT  
AUTHORITY

STAR NW LLC.

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its Secretary

**RESOLUTION 20D-81  
RESOLUTION AUTHORIZING AN AGREEMENT WITH NORTHSPAN  
GROUP INC. PERTAINING TO THE NORTHFORCE.ORG WEBSITE AND TALENT  
COMMUNITY DATABASE IN THE AMOUNT UP TO \$45,000**

RESOLVED by the Duluth Economic Development Authority (DEDA) that the DEDA Executive Director is hereby authorized to enter into an agreement with Northspan Group, Inc., for services related to the maintenance of the Northforce.org website and regional talent community database service in an amount up to \$45,000, payable from Fund 860.

Approved by the Duluth Economic Development Authority this 16<sup>th</sup> day of December, 2020.

ATTEST:

---

Executive Director

STATEMENT OF PURPOSE: The purpose of this resolution is to establish services with Northspan to oversee and coordinate NORTHFORCE Talent Community objectives, communications, self-assessment, and joint fundraising, work in partnership with APEX and independent contractors to implement talent strategy and job matching objectives, promote broad-based regional participation, engage and assimilate businesses and higher education and focus on young professionals and career development, manage NORTHFORCE database, facilitate user interaction, update events/calendar, and work with stakeholders as a technical resource, oversee the continued development and integration of the NORTHFORCE online database system and web presence. The fiscal year 2021 strategic plan, including program goals and objectives are included as exhibit A of the attached agreement.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE NORTHSPAN GROUP INC.  
AND  
DULUTH ECONOMIC DEVELOPMENT AUTHORITY**

THIS AGREEMENT, by and between the Duluth Economic Development Authority, hereinafter referred to as DEDA, and The Northspan Group Inc., hereinafter referred to as “Consultant”, for the purpose of rendering services to DEDA.

WHEREAS, DEDA and other regional partners with the assistance of Consultant have developed a community-based online database for talent attraction, retention and placement in the Northland Region (the “Project”); and

WHEREAS, DEDA and the other regional partners are ready to implement the Northforce FY2021 Strategic Plan (the “Plan”) to include managing the talent community database/portal and supporting the strategic marketing of the Project’s value to businesses, communities, human resources/workforce professionals, economic development organizations, trade and alumni associations, and manage the communications between employers and individuals seeking employment and internships; and

WHEREAS, Consultant provided a proposal to DEDA’s for assistance with the Plan; and

WHEREAS, Consultant has represented that it is qualified and willing to perform services set forth in its Proposal;

WHEREAS, DEDA desires to utilize Consultants professional services for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services to be Performed.

Consultant will provide the following services described in the Proposal, attached hereto as Exhibit A and incorporated herein. Consultant agrees that it will provide its services in cooperation with DEDA's Executive Director

(the “Executive Director”). In the event of any conflict between the terms of the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling.

II. Fees.

It is agreed between the parties that not to exceed Forty-five Thousand and 00/100<sup>th</sup> dollars (\$45,000.00), payable from Fund 860-8640-5319 (Fund/Division/org/GL Account) inclusive of all expenses. Fees for such services shall be paid on an annual basis within forty-five (45) days of invoice therefor.

III. General Terms and Conditions.

1. Qualifications. Consultant represents that it is qualified and willing to perform the services set forth herein.
2. Assignment. Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the Executive Director.
3. Data and Confidentiality, Records and Inspection.
  - a. DEDA agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or to assist Consultant wherever possible to obtain such records, data and information.
  - b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement shall be deemed to become the property of DEDA upon creation.
  - c. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DEDA under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant under this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this

clause by Consultant. If Consultant receives a request to release the data referred to in this clause, Consultant must immediately notify DEDA and consult with DEDA as to how Consultant should respond to the request. Consultant's response to the request must comply with applicable law.

d. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

e. Records shall be maintained by Consultant in accordance with requirements prescribed by DEDA and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

f. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

g. Consultant shall be responsible for furnishing to DEDA records, data and information as DEDA may require pertaining to matters covered by this Agreement.

h. Consultant shall ensure that at any time during normal business hours and as often as DEDA may deem necessary, there shall be made available to DEDA for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit DEDA to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records



of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Standard of Performance.

Consultant agrees that all services to be provided to DEDA pursuant to this Agreement shall be performed in a competent and workmanlike manner with the degree of skill and care which is in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

5. Contract Period.

Notwithstanding the date of execution, the term of this Agreement shall be deemed to have commenced on July 1, 2020, and shall continue through June 30, 2021 unless terminated earlier as provided for herein. The Executive Director may extend the term of this Agreement for up to six (6) months so long as there is no increase in fees in connection with the extension. DEDA may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall be promptly delivered the same to DEDA. Consultant shall return the compensation paid to it by DEDA except for compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, DEDA shall retain all other remedies available to it.

6. Independent Contractor.

a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of DEDA for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall

not be considered employees of DEDA, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of DEDA. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from DEDA, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, DEDA shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

c. Contractor expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity.

Consultant agrees to defend, hold harmless and indemnify DEDA, its agents, and employees from any loss, cost, or damage by reason of personal injury or property damage of whatsoever nature or kind arising out of, or as a result of, the performance of the work by the Consultant, its employees, agents, or subcontractors.

8. Insurance

a. Consultant shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of

insurance:

(i) Workers compensation insurance in accordance with applicable law.

(ii) Public Liability and Automotive Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, Contractual Liability and Automobile Liability.

(iii) DEDA shall be named as Additional Insured under the Public Liability and Automobile Liability and Consultant will provide Certificate of Insurance evidencing such coverage with 30 days' notice of cancellation, non-renewal or material change provisions included. DEDA does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

b. Such insurance shall protect Consultant, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Consultant, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

c. Certificates showing that Consultant is carrying the above-described insurance in the specified amounts shall be furnished to DEDA prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with DEDA during the term of this Agreement.

9. Notices

Notice to DEDA or Consultant 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:

**DEDA** Duluth Economic Development Authority  
418 City Hall  
411 W. 1<sup>st</sup> Street  
Duluth, MN 55802  
Attn: Executive Director

**Consultant** The Northspan Group Inc.  
202 West Superior Street, Suite 700  
Duluth, MN 55802  
Attn: Elissa Hansen

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.

b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations.

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. 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. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.

13. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

14. No Third Party Rights

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

15. Immunity

Nothing in this Agreement shall be construed as a waiver by DEDA of any immunities, defenses, or other limitations on liability to which DEDA is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

16. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment 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 hereunto set their hands the day and date shown below.

**DULUTH ECONOMIC  
DEVELOPMENT AUTHORITY**

**THE NORTHSPAN GROUP**

By \_\_\_\_\_  
President

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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# **NORTHFORCE** TECHNICAL TEAM & ADVISORY COMMITTEE

## FY2021 STRATEGIC PLAN OVERVIEW

### BACKGROUND

NORTHFORCE, a regional talent portal covering seven counties in northeast Minnesota and three counties in northwest Wisconsin, emerged in 2013 as regional partners looked for ways to connect employers to employees. Led by Northspan & APEX, these partners in local and regional economic development, higher education, and the private sector recognized that workforce development had emerged as a crucial issue for the future of their communities, and they aimed to develop a cutting-edge tool to help the region tackle the issue. As a result, NORTHFORCE was born. The NORTHFORCE technical team, which consists of three contracted consultants under The Northspan Group, Inc., is responsible for the day-to-day operations of the program.

NORTHFORCE connects career-minded individuals with professional advancement opportunities and supports our regional employers' current and future workforce needs. It distinguishes itself from other job board sites through its human touch, and its local focus and hands-on support aimed to design a far superior user experience than those offered by impersonal national or state job boards. NORTHFORCE job listings are curated by staff members who are well-connected within the community and support the collective vision of an advisory committee of partners dedicated to workforce development in northeast Minnesota and northwest Wisconsin.

NORTHFORCE has now been in operation for 7 years and has relied on generous financial support from several partners, including the Department of Iron Range Resources and Rehabilitation, Duluth Economic Development Authority, and the Duluth Superior Area Community Foundation as well as other public and private partners over the years of development.

In June 2020, the NORTHFORCE technical team and advisory committee convened and conducted a strategic direction workshop. These discussions were the foundation of this FY20-21 strategic plan, which aimed to develop a sustainable future for NORTHFORCE and ensure that businesses get the candidates they need while jobseekers who seek to live in the region find the careers they're looking for.

In July 2020, the NORTHFORCE technical team took the strategic direction outcomes and completed a 1-year accomplishments workshop to further define the following FY20-21 goals and objectives. Directly related to the program's operations, marketing, and measurement needs, our identified goals are to:

1. Engage available workforce
2. Continue to enhance employer assistance
3. Connect students with employers
4. Expand marketing reach

# STRATEGIC PLAN OVERVIEW

## GOALS & Objectives

1. Engaging available workforce
  - a. Maintain website and continue to evolve matching technology
  - b. Launch Student Connect and integrate throughout the region
  - c. Host and partner with job fairs and virtual events
  - d. Raise awareness and need for communities and partners to adopt this community-based model
  
2. Continuing to enhance employer assistance
  - a. Maintain Iron Range representation through contracted consultants
  - b. Strengthen workforce center partnerships through accepting and determining committee participation
  - c. Conduct meet the employer virtual coffees
  - d. Engage Advisory Committee as a working committee with employer representation
  - e. Enhance northwest Wisconsin representation on the Advisory Committee
  
3. Connecting students with employers
  - a. Gain foundational funding for Student Connect
  - b. Develop relationships with Higher Ed and K-12
  - c. Work with local employers to integrate into Higher Ed & K12
  - d. Determine the matrix of needs, wants, and options with our educational partners
  
4. Expanding marketing reach
  - a. Contribute data to job market analysis'
  - b. Continue to enhance the main website user interface
  - c. Launch [www.northbychoice.com](http://www.northbychoice.com) / [.org](http://www.northbychoice.org)
  - d. Reconfigure social media targeted communities and include regional community marketing
  - e. Acquire content relationships with communities and tourism partners
  - f. Continue to grow employer marketing partnerships



## EXHIBIT A: NORTHFORCE ROLES & RESPONSIBILITIES FY21

### TECHNICAL TEAM (TT)

1. *Strategy & Development Consultant – Twin Ports & NW WI Focus*
2. *Strategy & Development Consultant – Greater NE MN Focus*
3. *Communications Consultant*
4. *Brian Hanson & Ian Vincent: APEX partners & TT members*
5. *Advisory Committee members*
6. *Northspan & NORTHFORCE program Operations Specialist*
7. *Elissa Hansen: Northspan & NORTHFORCE program President & CEO*
  - a. *Wordpress Management*
  - b. *Database app (Cake) Management | Aimclear SOW*

### CULTURE: 1 & 2

- Provide strategic administrative and operational ideas for improvement
- Manage & cultivate overall regional connectedness and partnerships
- Maintain the NORTHFORCE Process Manual with Standard Operating Procedures
- Collaboratively work and coordinate NORTHFORCE services with educational, civic, and other community partners, e.g. NHED, SOAR, Life House, CAD, NEMOJT, CareerForce, IRRR, etc.
- Enhance NORTHFORCE's presence and ability to serve as an asset to business attraction, retention, and expansion efforts of regional development partners
- Execute decisions to ensure NORTHFORCE objectives and funding partner expectations are met or exceeded

### OPERATIONS: 1 & 2

- Review and approve job posts in regional focus
- Create new employer profiles as needed in regional focus
- Scraping for and posting jobs in regional focus
- Manage and edit employer registrations and job posts to optimize their match capability in regional focus
- Manage and edit candidate registrations to optimize their match capability in regional focus
- Register NORTHFORCE for career fairs/events
- Work with the Tech Team to submit Monthly reports to Northspan by the 5th of each month

### OPERATIONS GENERAL: 1 & 2

- **For the Technical Team (TT)** monthly and quarterly goal setting & planning meetings
  - Create agendas
  - Create and assign follow up Asana tasks
- **For the NORTHFORCE Advisory Committee** quarterly meetings
  - Create agendas
  - Create and assign follow up Asana tasks
  - Participate as necessary
- Represent NORTHFORCE at tradeshow, career & job fairs, informational sessions, and other events appealing directly to employers, potential employees, students, and young professionals to increase sales opportunities and connectivity in the NORTHFORCE region
  - Manage & coordinate an up-to-date calendar of trade shows, career fairs, events, etc.
    - For the website with the Communications Consultant
    - And for attendance
  - Make recommendations for attendance at focused events across the state, register team, and manage presence as approved
- With the Communications Consultant
  - Manage and maintain all lists in the NORTHFORCE Constant Contact database
  - Provide ideas and content as necessary for The Networker & The Candidate Compass
- Document NORTHFORCE site errors and suggestions for necessary improvements and share with Northspan, who will communicate with web developers

### DIGITAL MEDIA CONTENT CREATION: 1 & 2

NORTHFORCE's digital media channels include the Website, Facebook, LinkedIn, Instagram, and Twitter

- Curate & post events to the website as necessary
- Create & manage the social media monthly content calendar via CoSchedule
- Curate & distribute organic social media digital content, utilizing regional sources and the NF blog & events

## **EXHIBIT A: NORTHFORCE ROLES & RESPONSIBILITIES FY21**

### **EMPLOYER DEVELOPMENT: 1 & 2**

- Provide direct support, assist, and instruct employers on how to utilize the NORTHFORCE system through email, phone, and in-person communications
- Understand employer registration and job posting process to optimize their match capability
- Manage relationship and edit & route matched candidate resume packets to employers for job postings
- Develop and grow connections with regional employers and educational institutions to aid internship & job development and placement

### **CANDIDATE DEVELOPMENT: 1 & 2**

- Provide direct support, assist, and instruct candidates, both internship & job seekers, on how to utilize NORTHFORCE through email, phone, and in-person communications
- Understand candidate registration process to optimize their match capability
- Send matched job postings or internships to candidates
- Provide candidate career guidance based on connectivity to NORTHFORCE regional employers

### **STUDENT CONNECT: 1 & 2**

- Determine and execute best ways to launch this pilot

### **SALES & FUNDRAISING: 1 & 2**

- Research and reach out to recommended area employers to pursue new leads for NORTHFORCE services and ad buys, which include:
  - The NORTHFORCE Package Services for Sale and
  - the NORTHFORCE Memberships and Job Boost Options
- Grants
  - Compile and assist grant applications, reporting, and other communication with funders and partners of NORTHFORCE
  - Assist grant reporting and monthly/quarterly communication with funders and partners of NORTHFORCE, particularly as it relates to progress and achievement of agreed-upon goals for mentoring, internships, candidate & job matching, and fundraising
- Meet or exceed mutually agreed upon sales goals for the Packaged Services for Sale, Memberships, and Job Boost Options to prospective employers
- Coordinate & execute the Packaged Services for Sale, Memberships, and Job Boost Options when sold to employers and partners

### **ADVERTISING (AD BUY EXECUTION): 1 & 2**

Work alongside Northspan President & CEO to:

- Increase employer & candidate users, site traffic, and job postings by promoting NORTHFORCE products & services to target audiences through traditional and digital media platforms within an agreed upon ad buy budget utilizing CoSchedule
- Manage the Facebook ad buy & calendar content by Buzzing Facebook posts utilizing the Buzz Frenzy tool & CoSchedule
- Execute the Job Boosts ad placements via CoSchedule
- Coordinate with banner ad sales for placement in banner spaces with Northspan

### **LOCATIONAL COVERAGE: 1 & 2**

Coordinate above activities in ALL NORTHFORCE regions with all the Tech Team members.

- 1
  - All of Carlton county MN AND Douglas, Bayfield & Ashland counties WI
  - Coordinate with 2 Lake, Cook and Southern St. Louis counties MN
- 2
  - All of Aitkin, Itasca, Koochiching counties MN
  - Coordinate with 1 Lake, Cook and Northern/Middle St. Louis counties MN

### **COMMUNICATIONS CONSULTANT: JOSIE**

Work alongside NORTHFORCE team to:

- Update 12-month content calendar for approval
- Produce and send The Networker candidate email newsletter on a bi-monthly basis
- Produce and send The Candidate Compass employer email newsletter on a bi-monthly basis
- Post email newsletter articles to the blog each month
- Coordinate with banner ad sales for placement in both newsletters

## **EXHIBIT A: NORTHFORCE ROLES & RESPONSIBILITIES FY21**

- Develop ideas for & produce as needed op-eds and/or press releases & distribute as requested
- Send recommended content updates to the NORTHFORCE Advisory Committee members for their use
- Update Standard Operating Procedures (SOPs) with NF communications changes
- Attend Tech Team "on track" meetings once a month and quarterly "goal setting & planning" meetings

### **APEX\_NORTHFORCE Partnership: BRIAN**

- Participate on the Advisory Committee
- Provide strategic funding recommendations
- Warm sales development with businesses and organizations
- Connect with regional and statewide entities and share information

### **APEX\_NORTHFORCE Partnership: IAN**

- Participate on the Advisory Committee
- Provide strategic funding recommendations
- Warm sales development with businesses and organizations
- Connect with regional and statewide entities and share information
- Connectivity to and informing the Talent Forecast
- APEX\_NORTHFORCE representation on the following Boards & Committees:
  - Regional Workforce Boards & Planning Teams
  - Lake Superior College Strategic Planning Task Force
  - Regional Economic Indicators Forum, Board
  - Etc.
- Presenting to circles of influence with contracted consultants as needed, examples include:
  - MAEDC: Best Practices Conference –Columbus, OH
  - EDAM: Attracting & Retaining Emerging Professionals –Duluth, MN
  - ReGen Event: Rural Brain Gain –Chisholm, MN
  - ItasCAP Meeting –Grand Rapids, MN
  - Etc.

### **NORTHFORCE ADVISORY COMMITTEE members will:**

- Provide program oversight and strategic funding recommendations
- Warm sales development with businesses and organizations
- Connect with regional and statewide entities and share information
- Guide and inform how the program fits into the broader workforce development system

### **Northspan\_NORTHFORCE Program Operations Specialist**

- Administrative support for day-to-day operation of the NORTHFORCE website & database
- Manage KPI data and create reports as necessary
- Find, diagnose, and fix content problems, including broken links, typographical errors, and formatting inconsistencies on both northforce.org and northbychoice.org
  - Manage all content with the Communications Consultant
- Communicate user or website issues with NORTHFORCE team
  - Offer insights and ideas for system improvements
- Ensure process manual is up to date with Tech Team
- Staff the Tech Team "on track" meetings monthly and quarterly "goal setting & planning" meetings including meeting summaries/minutes
  - Assign all actionable items in Asana
- Add Tech Team Monthly reports to Northspan Monthly Impact Report by the 5th of each month
- Staff the Advisory Committee quarterly meeting including meeting summaries/minutes & edit for review
- Monitor and distribute info@northforce.org email appropriately
- Update Constant Contact email lists with Communication Consultant
- Update the regional & statewide press list for distribution with the Communication Consultant

### **Northspan\_NORTHFORCE Program Management: ELISSA**

- Strategic oversight
- Lead/Participate on the Advisory Committee
- Sign and manage Independent Contractor Agreements, performance & roles
- Present and manage the programmatic fiscal year budget

## EXHIBIT A: NORTHFORCE ROLES & RESPONSIBILITIES FY21

- Manage Laura's role
- Manage access to the NORTHFORCE websites and social platforms
- Maintain contractors' access to NORTHFORCE websites and social platforms
- Manage the following components and getting reimbursed through program funding:
  - G Suite
  - Constant contact
  - CoSchedule
  - Buzz Frenzy
  - Domains and Webhosting
  - Facebook, LinkedIn, and other ad buys
  - Stripe
  - Revenue/Expense receipting and invoicing
  - With Northspan Operations Manager support submit grant applications and reports, which currently includes:
    - IRRR
    - DSACF
    - DEDA

### **NORTHFORCE Wordpress: ELISSA**

- Administrate NORTHFORCE Wordpress
- Offer insights and ideas for NORTHFORCE Wordpress improvements including content problems, broken links, typographical errors, and formatting inconsistencies, etc.
- Manage Google Search Console & Yoast
- Compile, analyze, and report Google Analytics
- Manage edits, updates, and modifications of NORTHFORCE Wordpress
- Coordinate with banner ad sales for placement in banner spaces

### **NORTHFORCE Database App (Cake) with Aimclear: ELISSA**

- Administrate NORTHFORCE database app
- Offer insights and ideas for NORTHFORCE database app improvements including content problems, broken links, typographical errors, and formatting inconsistencies, etc.
- Compile, analyze, and report database app dashboard analytics
- Manage edits, updates, and modifications of NORTHFORCE database app
- Monitor database app operations for timely and efficient service delivery and accountability