

**CONTRACT FOR COMMUNITY LAND TRUST PHASE II SERVICES BY AND
BETWEEN THE CITY OF MANKATO AND THE
PARTNERSHIP COMMUNITY LAND TRUST**

THIS CONTRACT for Administrative, Outreach and Training Services related to the implementation of the Partnership Community Land Trust ("PCLT") in the city of Mankato, Minnesota (hereinafter the "Project") is entered into on June 12, 2023, by and between the City of Mankato (hereinafter the "City") and the Partnership Community Land Trust (hereinafter the "PCLT").

WHEREAS, the City supports the creation of a community land trust in the community to assist homebuyers at or below 60% of the Area Median Income (AMI) to acquire new single-family homes; and

WHEREAS, the City and PCLT entered into an agreement on March 13, 2023 for Phase One to implement a community land trust in Mankato and this agreement contemplates that those efforts will continue, including outreach, training, and homeowner assistance; and

WHEREAS, PCLT is willing to provide these services to the City in accordance with the provisions of this agreement.

NOW, THEREFORE, the parties do hereby mutually agree in consideration of the mutual covenants contained herein as follows:

PCLT agrees to provide the following services:

PHASE II

- A. PCLT will continue outreach and training to local realtors, lenders, and appraisers to ensure that a community land trust will be supported and successful in the community.
- B. PCLT will continue outreach and training to prospective PCLT homebuyers to ensure they understand the benefits and differences of homeownership through a community land trust; and will assist the homebuyers through the purchase and financing of the PCLT home acquisition.

- C. PCLT will facilitate the new construction of three (3) single-family homes within the City of Mankato for prospective homebuyers at or below 60% of AMI per the Minnesota Housing application funding award and details granted in December 2022.

1. Payment for Services and Project Funding. The City hereby agrees to pay the PCLT in the following manner:

PHASE II

- A. For new single-family home construction support, the City shall provide up to \$70,000 in project write down grant funding per home up to three (3) homes to be acquired by homeowners into the PCLT at or below 60% of AMI in the city of Mankato corporate limits. Payment is due at the homebuyer's closing on the home.
2. Covenants and Representations by the City. The City covenants and represents that the execution and delivery of this agreement and the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions of this agreement, do not and will not conflict with or result in a breach of any of the term or conditions of any restrictions contained in any agreement or any instrument to which the City is now a party or by which it is bound.
 3. Covenants and Representation of the PCLT. The PCLT covenants and represents that it is a non-profit corporation, duly organized and existing under the laws of the State of Minnesota and is duly authorized to conduct its activities in the State of Minnesota, has the power to enter into this agreement, and has by proper action authorized the execution and delivery of this agreement. The PCLT further covenants and represents that the execution and delivery of this agreement and the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereby do not and will not conflict with or result in the breach of any of the terms or conditions of any restriction contained in any agreement or instrument to which the PCLT is now a party or by which it is bound or, and do not and will not constitute a default under any of the foregoing.
 4. Termination. **This agreement shall remain in effect until December 31, 2024, but may be extended by mutual consent if the purchase of the three homes contemplated herein is still underway.** This agreement may be terminated with or without cause by either party upon thirty (30) days prior written notice to the other party. In the event that a petition in bankruptcy is filed by or against either

the PCLT, or in the event that either shall make an assignment for the benefit of creditors to take advantage of any insolvency act, either party hereto may immediately terminate this agreement without notice, but prompt advice of such action shall be given to the other party. In the event of a termination the PCLT shall receive compensation for services provided prior to the date of such termination.

5. Governing Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.
6. Compliance with Laws. Both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which a party is responsible.
7. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, with proper addresses and indicated below. Any party may, by written notice given to the other party designate any address or addresses to which notices, certificates or other communications to them should be sent when required as contemplated by this agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

City of Mankato

City of Mankato
Attn: Susan MH Arntz, City Manager
10 Civic Center Plaza
PO Box 3368
Mankato, MN 56002-3368

SWMHP:

Partnership Community Land Trust
Attn: Secretary/Treasurer
2401 Broadway Ave
Slayton, MN 56172

8. Counterparts. This agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9. Captions. The captions or headings of this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions hereof.
10. Binding Effect. This agreement shall inure to the benefit and shall be binding upon the City and the PCLT and their respective successors and assigns until this agreement is terminated.
11. Amendment or Waiver of this Agreement. This agreement and every part hereof may not be waived or amended except by a writing executed by the City and the PCLT.
12. Assignments. This agreement shall inure to the benefit of and constitute a binding obligation upon the PCLT and the City, and their respective successors and assigns, provided that neither party assign this agreement or any of its duties hereunder without the prior written consent of the other party.
13. Conflict of Interest. The PCLT will identify, disclose, and remove itself from any inspection or consulting activities pertaining to properties owned, managed or controlled by the PCLT or its affiliate companies or organizations. The City will be solely responsible for ensuring that qualified services are available, in a timely manner, to those identified properties.
14. Worker's Compensation Insurance: PCLT shall procure and carry, at its expense, Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to City of Mankato. All this insurance coverage shall be maintained throughout the life of this Agreement. PCLT policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to City of Mankato with respect to any claim arising out of the City's performance under this Agreement. PCLT is responsible for payment of Agreement related insurance premiums and deductibles. Notwithstanding any provision of this Agreement, City of Mankato reserves the right to immediately terminate this Agreement if PCLT is not in compliance with the insurance requirements contained herein.
15. Independent Contractor. For the purposes of this Contract, the PCLT shall be deemed an independent contractor and not an employee of the City and all employees of the PCLT or other persons while engaged in the performance of any work or services required by the PCLT under this Contract, shall not be considered employees of the City.

16. Liability. It is agreed that the City shall defend and save the PCLT harmless from any claims, demands, actions, or causes of action, damages, costs (including attorneys' fees) arising out of any act or omission on the part of the City, its agents, servants or employees in performance of, or with relation to any of the work or services provided or furnished by the PCLT under the terms of this Contract. Furthermore, SWMHP shall defend, indemnify, and save the City harmless from any claims, demands, actions, or causes of action, damages, costs (including attorneys' fees) arising out of any act or omission on the part of the SWHMHP, its agents, servants, or employees in performance of, or with relation to any of the work or services under this Contract.
17. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.* PCLT will continue to maintain the current level of data security for all data created under this Agreement and will follow all statutory guidelines regarding notifications in the case of a data breach.

IN WITNESS WHEREOF, the parties hereunto have executed this Contract for Services the day and year first above written.

**PARTNERSHIP COMMUNITY
LAND TRUST**

By: 

**Its: Secretary/
Treasurer**

CITY OF MANKATO

By: 

Its: City Manager