



## MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR), Adult Basic Education (ABE), Lake Superior College (LSC) and Duluth Workforce Development - CareerForce (DWD)** have come together to implement the Computer Support Specialist Job Training which is funded by the COVID19 Special HUD Allocation.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

### I) Description of Partner Agencies

**SOAR Career Solutions (SOAR)** is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

**Duluth Adult Basic Education (ABE)** – offers educational opportunities for adults to prepare for GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

**Duluth Workforce Development – CareerForce** – has over 50 years of experience serving the Duluth community with quality employment and training services. CareerForce is a key part of Minnesota’s career development and talent matching resource offering a variety of programs and services to career seekers and employers.

**Lake Superior College (LSC)** is a two-year community and technical college in northeastern Minnesota. LSC provides 90 programs and services including technical programs and customized training for business and industry partners.

### II) Purpose and Scope:

Utilizing MN DEED's Pathways to Prosperity training model, SOAR will partner with Adult Basic Education, Lake Superior College and Duluth CareerForce to train and support low-to-mod-income residents to gain the skills necessary to obtain entry-level employment as Computer Support Specialists.



### **Success Measures:**

Recruit, intake and assess 30 low-to-moderate income Duluth residents.

Enroll 20 participants into Computer Support Specialist training.

16 (80%) graduate training and obtain certificate of completion (certificate obtained)

12 (60%) will obtain and retain employment as a help desk technician, IT generalist or IT support specialist positions. (Paystub as proof of employment)

Successful participants will obtain a certificate of completion and will be qualified to gain employment as a Help Desk Technician, IT Generalist, or IT Support Specialist with a median wage of \$17.99/hour.

Participants can advance in the IT field by obtaining additional certifications to work as PC Support Tech, Network Admin and Security, or Cyber Security. With a 2-year degree, participants can work in Network Admin, Cyber Security or Computer Technology, and/or continue onto a 4-year degree in the IT field.

### **III) Roles and Responsibilities**

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

#### **SOAR will:**

- Serve as the fiscal host and grant administrator;
- Coordinate partner meetings.
- Coordinate with Community Action Duluth's Community Computer Program to provide refurbished PC's and internet access for participants in need.
- Recruit participants and implement intake, and skills/interest assessments, and provide individualized employment/education services based on participants individualized needs (i.e. transportation assistance, obtainment of ID cards, childcare, rent assistance, etc.), work readiness training, build soft skills & job search skills, develop resumes/applications and provide job retention support.

#### **Duluth Adult Learning Center - Adult Basic Education (ABE) will:**

- Participate in partner meetings.
- Refer participants.
- Assess participants' reading and math skill level to identify the level of educational support needed for each participant.
- Assess participants' technology skill level to identify level of support needed.
- Develop customized curriculum and instruct participants to prepare participants for college level coursework.



- Provide 32 hours of bridge instruction - designed to build the foundational skills of individuals whose academic skills do not meet the minimum requirements of the certificate program.
- Provide 18 hours of integrated instruction support during Computer Support Specialist training.

**Duluth Workforce Development – Duluth CareerForce will:**

- Participate in partner meetings.
- Identify technology-focused career pathway and engage employers.
- Refer participants.
- Coordinate creation of paid work experience opportunities for graduates.
- Develop connections with employers to match workforce talent with job openings.

**Lake Superior College (LSC) will:**

- Participate in partner meetings.
- Develop customized curriculum for Computer Support Services.
- Provide 80 hours of job training instruction focused on informational resources and technical tools needed to function effectively in a support position. Learn to handle troubleshooting and problem solving, successfully communicate with clients, determine client's specific need, and train end-user and other management priorities. Prepare to work with the latest developments in web and email based support for Windows and cloud computing.

**Financial involvement/commitment:**

Payment to partner agencies is contingent upon receipt of \$121,377 of COVID19 Special HUD Allocation from the City of Duluth. Payments will be made on a quarterly basis with proper documentation as outlined by the City of Duluth and the Community Development Block Grant requirements.

Payment requests and proper documentation must be submitted to SOAR no later than 10 days after the end of the quarter to ensure payment. Payment will not be made without proper documentation.

Due dates are as follows:

October 7, 2020

January 7, 2021

April 7, 2021

July 7, 2021

**Maximum payment made to each agency:**

Adult Basic Education: \$7,800



Duluth Career Force: \$0  
Lake Superior College: \$10,870

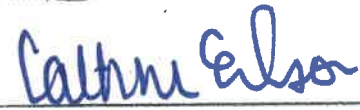
**IV) Timeline**

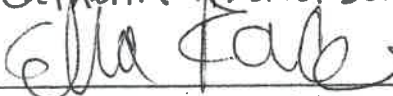
Responsibilities under this Memorandum of Understanding will coincide with the COVID19 Special HUD Allocation grant period of June 16, 2020 – March 31, 2021.


**V) Signatures**

SOAR, ABE, Duluth Workforce Development and LSC agree to collaborate and provide services as detailed above in Section III to participants of the Computer Support Specialist Job Training project pursuant to the program narrative of the grant application (*Attachment A*) and budget narrative (*Attachment B*).

BY:  DATE: 8.27.2020  
Emily Edison, Executive Director, SOAR Career Solutions

BY:  DATE: 9/2/20  
~~Patty Fleege, Adult Education Manager, Duluth Adult Basic Education~~  
Cathrine A. Erickson, CFO, Duluth Public Schools

BY:  DATE: 09/01/20  
Elena Foshay, Director, Duluth Workforce Development

BY:  DATE: 8/31/20  
Erik Simonson, Director of Continuing Education and Customized Training,  
Lake Superior College

**CITY OF DULUTH**  
**REQUEST FOR PROPOSALS FOR**  
**COVID19 SPECIAL HUD ALLOCATION**  
**RFP NUMBER 20-14AA**  
**ISSUED JUNE 10, 2020**

**PROPOSALS DUE JUNE 24, 2020: 4PM**

**SUBMIT TO**

**CITY OF DULUTH**  
**ATTN: PURCHASING DIVISION**  
**[purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov)**

**PART I - GENERAL INFORMATION**

**I-1. Project Overview.** The City of Duluth has been notified by the U.S. Department of Housing and Urban Development (HUD) that it will be receiving a special allocation of funds to address the current COVID-19 pandemic. This funding was approved through the passing of the CARES Act by U.S. Congress and will be provided to the City of Duluth, specifically for the city to prevent, prepare for, and respond to COVID-19. Similar to the usual annual entitlement amounts that the city receives, this new funding is directed towards assisting low- and moderate-income people in Duluth. In April 2020, the City of Duluth began a process to identify needs that had begun to emerge as a result of the COVID-19 pandemic. This included an input session, public hearing, and the receipt of written comments in a process that was overseen by the Community Development Committee. In May 2020, the City Council approved a substantial amendment to the 2019 annual action plan which listed the needs identified in **Part IV** of this RFP. Additional information about the City of Duluth’s Community Development Program and the substantial amendment can be found on the city’s website here: <https://duluthmn.gov/planning-development/community-development-funding/annual-funding-process/>

The City of Duluth (the City) requests proposals from organizations that will assist the community to prevent, prepare for, and respond to COVID-19. Organizations responding to the RFP should have organizational infrastructure to receive and manage federal funds and have the capacity to carry out their proposal as efficiently and effectively as possible to ensure the community is able to respond to the COVID-19 pandemic needs. For the purposes of this RFP, those submitting a proposal are referred to as ‘bidders’.

The City will use the RFP process to select proposals that respond to the community’s most pressing needs caused by the Covid19 pandemic. Proposals should include as much detail as possible and respond to all of the requested information. Additional detail is provided in **Part IV** of this RFP.

**I-2. Calendar of Events.** The City will make every effort to adhere to the following schedule:

<b>Deadlines and</b>	<b>Date</b>
Online RFP Review Session and Q&A at 11:00 AM	6/17/20
Deadline to submit Questions via email to purchasing@duluthmn.gov	6/18/20
Answers to questions will be posted to the City website no later than this date.	6/22/20
Proposals must be received electronically by the Purchasing Office by 4:00 PM on this date.	6/24/20

**I-3. Rejection of Proposals.** The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract. All proposals are dependent upon the approval by the U.S. Department of Housing and Urban Development of the City of Duluth’s Action Plan Amendment.

**I-4. Questions & Answers.** Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) no later than the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

**I-5. Online RFP Review Session.** All bidders are strongly encouraged to attend an online RFP Review Session to be held on 6/17/2020 at 11:00 AM. This session can be found here: <https://duluthmn.gov/live-meeting> There will be a brief presentation and time for questions.

**I-6. Addenda to the RFP.** If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information

**I-7. Proposals.** Due to COVID-19 and the closure of city facilities, all proposals must be submitted electronically. Any requests for an exception must be submitted to the purchasing office via email at [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) at least seven (7) days prior to the proposal deadline. The City reserves the right to reject late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Signature Form this requirement will be met. Proposals shall remain valid for 90 days or until a contract is fully executed.

Please submit one digital copy in pdf format to [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov).

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

**I-8. Eligible Bidders.** The U.S. Department of Housing and Urban Development defines the types of organizations that are allowed to provide services in different activity categories. Generally, eligible bidders include private 501(C)3 nonprofit organizations, governmental units, and public agencies.

**I-9. Term of Contract.** It is anticipated that the selected proposals will each be awarded a six-month contract. Proposals that identify a need beyond six months should thoroughly describe the need for an extended timeline. The selected Bidder(s) shall not start the performance of any work nor shall the City be liable to pay for any service or work performed or expenses incurred before the contract is fully executed.

**I-10. Mandatory Disclosures.** By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.

- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

**I-11. Notification of Selection.** The evaluation committee will make a recommendation to the Duluth City Council for final selection of proposals; bidders will be notified of the selection decisions no later than July 31, 2020.

## **PART II - PROPOSAL REQUIREMENTS**

Bidders must submit a complete package on the forms provided in order to be considered. The submission package includes each of the sections below, in the following order:

1. **Proposal Form.** See Appendix A. Bidders should fill out the proposal form (in pdf format) and submit a project that can be immediately implementable and addresses the questions identified in the proposal form for each section listed below. In the proposal form, Sections 1-6 also include questions that should be answered in each section. It is important that bidders attempt to answer all questions.
  - a. Proposal and Organization Information
  - b. Section 1: Community Need
  - c. Section 2: Proposed Project
  - d. Section 3: Organization Information
  - e. Section 4: Project Timeline
  - f. Section 5: Outcomes
  - g. Section 6: Budget
2. **Signature Form.** See Appendix B.
3. **Letter of Partnership.** A one-page letter of partnership is required for proposals that include partnering organizations which describes the partnership and organization responsibilities.

## **PART III - CRITERIA FOR SELECTION**

The proposals will be reviewed by the evaluation committee and then recommended for final approval to the City Council. The intent of the selection process is to review proposals and make award(s) based upon qualifications as described therein.



1. Level of community need identified that prevents, prepares for, or responds to COVID-19. The proposal needs to clearly demonstrate how the community need has been created or intensified by the pandemic. Details on how this need was identified and any community outreach that took place should be included in the proposal form.
2. Level of effectiveness for low- to moderate- income individuals and families in Duluth. CDBG and ESG funds are targeted towards individuals who are considered low- to moderate- income. The proposal must explain how these communities are being served with attention to outreach directed at historically and currently disenfranchised communities. Current low- and moderate-income limits are listed in Appendix C.
3. Demonstrated ability to carry out the proposal with effective delivery methods during a developing pandemic. Proposals should include how shifting quarantine status and technology access is being addressed.
4. Demonstrated capacity to manage federal grants and requirements. CDBG and ESG funds require strict attention to requirements such as determining eligible activities, income verification, and demographics reporting. Proposals should indicate how Federal grant requirements will be addressed and how the organization is prepared to coordinate with the City to maintain compliance with Federal laws and regulations.
5. Demonstrated ability to carry out the contract in a timely manner. The ideal proposal will take place within a six-month timeline, unless reasonably justified otherwise. Proposals should have a detailed timeline of events including projected start date and overall duration of the project.
6. The proposal will clearly determine how many people/households/businesses will be assisted with the project. The proposal will also certify that the project creates an unduplicated response to COVID-19 as well as describe any partnerships created to help carry out the proposal.
7. A reasonable and detailed budget that requests a minimum of 20,000 in CDBG/ESG funds.

As stated before, the City will use this RFP process to select an undetermined number of proposals for funding. Some funds may be held for additional/emerging needs

#### **PART IV – PROJECT DETAIL**

Proposals submitted will be awarded funding provided by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was signed into law on Friday, March 29, 2020. The use of these funds is meant strictly to prevent, prepare for, and respond to Covid19 while benefiting low- to moderate-income people. The City of Duluth Planning & Development Division intends to award funds to organizations in the Duluth community through an RFP process. Multiple RFP processes may ensue depending on the number and type of proposals received, changing community needs, and any additional influxes in funding. The City reserves the right to change funding priorities based on direction received from HUD.

#### **Activity Categories**

Each proposal should only apply to one of the categories listed below. If an entity is interested in proposing projects for more than one activity, they must submit separate proposals for each category.

### 1. Public Facilities

Facility or infrastructure improvement proposals should highlight how projects will assist the community in preventing, preparing for, or responding to COVID-19. Proposals should describe the readiness of the project and a reasonable completion timeline. Needs identified by the community will be prioritized, including improvements to homeless facilities, hygiene facilities, or facilities for the delivery of essential services. Public facility proposals should identify how many individual people will be served through the project.

### 2. Public Services (Housing & Non-housing benefit)

Proposals to provide services to prevent, prepare for, and respond to COVID-19 shall describe the provision of essential public services that have a higher demand in the community. Public Services proposals should identify how many people (non-housing benefit) or households (housing benefit) will be served through this project. A few needs prioritized by the community include subsistence payments, childcare, services supporting essential basic needs, and job training. There are two categories of public services that include:

- A. Non-housing benefit. Activities that are categorized as 'non-housing benefit' include the provision of services that are unrelated to housing. Such services include the provision of basic needs, such as food, shelter, and health services, as well as job training. Approaches to job training should align with the Duluth Workforce Development Board Strategic Plan and include City of Duluth Workforce Development as a partner.
- B. Housing benefit. Activities that are categorized as 'housing benefit' include the provision of services that are directly related to providing services that assist with maintaining housing.

### 3. Tenant-based rental assistance- rapid rehousing

The tenant-based rental assistance/rapid-rehousing category is for the provision of resources to assist in rehousing people who have lost housing. Proposals should include how the loss of housing is to be documented and how the process to find and secure housing will work. Proposals should demonstrate sufficient financial capacity for entities receiving assistance to make payments to rental property owners and describe how the need for these services has changed since the COVID-19 pandemic began. Proposals in this category should identify how many households will be served through this project.

### 4. Homeless Person Overnight Shelter

Proposals to provide overnight shelter for people experiencing homelessness should include the entities' experience in providing safe overnight shelter. Proposals can include costs for operating shelter including rent, staffing, and supplies that meet basic needs. Proposals should describe how the need for additional shelter has grown since the COVID-19 pandemic began. Proposals in this category should identify how many individual people will be served through this project.

### 5. Homelessness Prevention

Homelessness prevention proposals should address the prevention of homelessness by assisting people who are at-risk of losing their housing. Proposals should describe how at-risk households will be identified and how the entity will provide the service. The maximum length of assistance to any household is 3 months. If payments for rent are to be used, proposals should demonstrate the capacity for entities receiving assistance to have sufficient financial capacity to provide secure payments. Proposals in this category should identify how many individual people will be served through this project.

#### 6. Jobs created/retained

Proposals should include the creation of permanent jobs and include the hiring of low and moderate-income people to permanent positions at for-profit businesses. (Organizations with business relationships or for-profit businesses are eligible to apply for this category.) Proposals should include the method of how people will be trained, how the jobs will provide a living wage, and what supports will be available for newly hired employees. Approaches to job creation should align with the Duluth Workforce Development Board Strategic Plan and services offered by City of Duluth Workforce Development. The approach for recruiting prospective employees that are low and moderate-income should be included. Proposals in this category should identify the number of jobs created/retained.

#### 7. Businesses

Assisting businesses that are owned by low- and moderate-income people should be the focus of proposals for this activity category. Due to HUD regulations, individual private businesses are not eligible to apply. Proposals should state how outreach will be performed and what services will be available to businesses. Community priorities that have been identified include providing technical assistance to low- and moderate-income business owners to assist with overcoming the COVID-19 pandemic and improve delivery of services via websites or other virtual methods. All proposals that provide assistance to businesses should be to provide services that are needed to assist businesses in responding to COVID-19. Proposals in this category should identify the number of businesses to be assisted.

#### **All proposals should address:**

In addition to choosing an activity category, all bidders are encouraged to address the following criteria, which were identified as needed aspects within the community:

- **Access to technology:** The lack of access to technology has created additional barriers and made it more difficult to access services since the start of the COVID-19 pandemic. Proposals should identify how they will provide access to technology, including internet access. If any of the grant budget is to be used for technology purposes, it should be clearly identified.
- **Access to childcare:** The COVID-19 pandemic has put significant strain on the ability for LMI people to access affordable childcare. Schools transitioning to distance learning, cancelled afterschool and summer youth programming, and other changes in youth services has made it difficult for people in poverty to retain employment.
- **Outreach:** Bidders are expected to identify how they will or have engaged historically and currently disenfranchised communities in the development and implementation of their programs.

#### **Skills Requirements:**

The city expects to contract with an undetermined number of organization to address the needs of the Covid19 pandemic. The City broadly expects the chosen organizations to understand the requirements of being a sub-grantee with the City with use of federal funds. The City will focus on the quality of the submitted narrative, workplan, timeline, and budget with special emphasis placed on the organization's ability to deliver services efficiently to low- and moderate- income people. Successful proposals will have demonstrated experience and expertise with the following:


- A) Expertise in the design, implementation, and evaluation of grant programs or services
- B) Proven ability to manage grant funds and meet project deliverables
- C) Proven ability to maintain appropriate communication channels to give updates on project timeline, issues, and goals
- D) Ability to coordinate with the City on the following HUD requirements:

1. determine eligible HUD activities and expenses
  2. determine eligible participants through HUD approved income verification methods
  3. provide sufficient backup documentation for invoices
  4. retain appropriate records for reporting purposes
  5. retain appropriate records for monitoring purposes
  6. maintain appropriate certifications needed to receive federal grants
- E) Demonstrated experience in providing services or activities to low- and moderate- income people in Duluth
- F) Demonstrated experience in conducting outreach to low- and moderate- income communities and stakeholder groups
- G) Knowledge of and the inclusion of culturally responsive practices within the work plan



**Planning & Development Division**  
*Planning & Economic Development Department*

Room 160  
411 West First Street  
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 [planning@duluthmn.gov](mailto:planning@duluthmn.gov)

**APPENDIX A - PROPOSAL FORM**  
**SPECIAL ALLOCATION OF CDBG-CV and ESG-CV**

**Proposal Name:** Computer Support Specialist Job Training

**Organization name:** SOAR Career Solutions

**Organization type:** 501c3 - Community Development Block Organization

**Address:** 205 W. 2nd Street, Suite 101

**Phone:** 218.722.3126

**Email:** [eedison@soarcareers.org](mailto:eedison@soarcareers.org)

**Primary proposal contact:** Emily Edison

**Secondary proposal contact:** Jason Beckman

**Funding Amount Requested:** \$121,377

**Proposal goal (number of people or households to be served):** 20


**Activity Categories (choose one):**

- Public Facilities
- Public Services
  - Non-housing benefit
  - Housing benefit
- Tenant-base rental assistance/rapid rehousing
- Homeless Person Overnight Shelter
- Homelessness Prevention
- Job Creation
- Business Assistance
- Unsure of Activity Category



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### **Section 1: Community Need**

Describe the community need that this proposal will be solving.

How did the COVID-19 pandemic create or intensify this need?

How has this need been identified?

According to the American Community Survey, approximately 18% of households in NE MN lack a computer and/or Internet access at home. The digital divide is greater among people of color – 11% of African American households in NE MN lack computer and/or Internet access, and the same is true of more than a third (35%) of Native American households. Age is also a factor - almost 40% of households over the age of 65 lack a computer and/or Internet access. In Duluth, 6,000 households lack a computer, and another almost 6,000 lack Internet. At a time when most information, education, and services are being delivered virtually, this digital divide deepens the disparities already present in our community, limiting access to employment, education and training. MN DEED reports computer and mathematical occupations are expected to grow at a rate nearly four times larger than all occupations in NE MN through 2026 - a total of 1,443 hires.

### **Section 2: Proposed Project**

Describe how the project will address the need.

Why was this approach chosen?

How will the organization ensure this project serves communities disproportionately affected by or at risk of COVID-19?

How will the project operate and account for quarantine recommendations and the need for social distancing?


How will technology be utilized for this project?

COVID's impact on our under served communities will have a lasting financial affect if we do not reduce the digital divide. This project will provide Computer Support Specialist job training and access to technology/Internet services. Utilizing MN DEED's Pathways to Prosperity training model, SOAR will partner with Adult Basic Education, Lake Superior College and Duluth CareerForce to train and support low-to-mod-income residents to gain the skills necessary to obtain entry-level employment as Computer Support Specialists. SOAR will recruit participants and implement intake (including income verification), skills/interest assessments, and provide individualized employment/education services based on participants individualized needs (i.e. transportation assistance, obtainment of ID cards, childcare, rent assistance, etc.), work readiness training, train on soft skills & job search skills, develop resumes/applications and provide job retention support. Adult Basic Education will support participants to build the academic skills necessary to be successful in education and their careers. ABE will assess reading, math and technology skills levels to identify level of support needed, provide 32 hours of bridge instruction utilizing North Star Digital Literacy curriculum to build participant's foundational skills, and 18 hours of integrated instruction support during the Computer Support Specialist training. LSC will provide 80 hours of instruction, preparing participants for entry-level employment in the field of technology. Participants will gain skills in customer services, writing for end users, troubleshooting technology problems, common support desk problems, help desk operations, user support management and installation and management. Duluth Workforce Development will coordinate and implement work experience opportunities at local businesses and organizations, providing graduates with on-the-job training, to help build their resumes and increase their employability. Participants in need of PC's and/or Internet at home will be referred to Community Action Duluth's Community Computer Program for low to no cost access. Participants will also have access to 8 computer stations, with webcams and Internet at SOAR. Partners will follow DHS and CDC guidelines including social distancing, maximum capacity, regular sanitation, hand sanitizer, use of masks (provided if needed), and a hybrid of virtual instruction.



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### Section 3: Organization Information

What experience and capacity does the organization have to carry out this approach?

Please provide what federal grants the organization has received in the past.

How will the organization engage historically and currently disenfranchised communities in the implementation of this project?

What unique partnerships or collaboration will this project include?

Since 2016, SOAR has managed \$3,259,231 in government grants including CDBG, Office of Justice, MN DEED, and others. Financial reports are reviewed by the finance committee monthly and approved by the board of director's six times/year. An external audit is implemented annually and reviewed and approved by the board of directors. Grant outcomes and data management systems are in place, staff are trained in collection and documentation of client demographics and outcomes, record keeping, evaluation and reporting.

Adult Basic Education, Lake Superior College, Duluth CareerForce and SOAR Career Solutions has over 12 years of experience coordinating and implementing job trainings that lead to entry-level jobs on a defined career pathway. Past job trainings has included over-the-road truck driving, health services, certified nursing assistants, phlebotomy, welding and aircraft assembly/maintenance. See "Partner Letter" for roles and responsibilities of each organization.

Marketing and outreach will include a broad-reach social media campaign and individual outreach to community-based organizations serving low-moderate income populations and organizations that predominantly serve our African Heritage and Indigenous communities. Our Duluth At Work partners, Community Action Duluth and Life House, will provide referrals into the program. SOAR and Duluth Workforce Development are active partners in Wealth, Entrepreneurship, and Economic Sustainability (WEES), a working group focused on system change and inspiring collaboration between existing and new organizations, including those led by and serving communities of color, to reduce disparities and close the opportunity gaps for African Heritage and Indigenous people. Marketing and outreach information will be provided to and gathered from the WEES group to ensure our communities of color have the opportunity to access to and support throughout the Computer Support Services training.

### Section 4: Project Timeline

Is the project ready to start immediately?

What is the timeline of the project (in months)?

What is the duration of the project?

Recruitment of participants will begin immediately at the time of the award.

August- Mid-September 2020: Recruitment, intake and skills/interest/readiness assessments, work readiness training, 1:1 case management (ongoing)

Mid-September - Beginning of October 2020: Adult Basic Education Bridge Instruction and 1:1 case management (ongoing)

October - December: Computer Support Services job training with integrated instruction and 1:1 case management (ongoing)

January - March 2021: 240 hours of work experience, job search and retention support

April - May 2021: job search and retention support


Duration of Project: 9 months - In our experience, job trainings are dependent on a number of partners and the coordination of many organizational systems. The extended timeline is requested to ensure participants are getting the services and support needed to access, enroll, graduate and gain work experience to help them access sustainable employment.






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### Section 5: Outcomes

How many people/households/businesses will this project help?

How will success be determined?

How will the organization ensure there is not a duplication of services?

What partnerships will strengthen this project?

#### Success Measures:

Recruit, intake and assess 30 low-to-moderate income Duluth residents.

Enroll 20 participants into Computer Support Specialist training.

16 (80%) graduate training and obtain certificate of completion (certificate obtained)

12 (60%) will obtain and retain employment as a help desk technician, IT generalist or IT support specialist positions. (paystub as proof of employment)

Successful participants will obtain a certificate of completion and will be qualified to gain employment as a Help Desk Technician, IT Generalist, or IT Support Specialist with a median wage of \$17.99/hour.

Participants can advance in the IT field by obtaining additional certifications to work as PC Support Tech, Network Admin and Security, or Cyber Security. With a 2-year degree, participants can work in Network Admin, Cyber Security or Computer Technology, and/or continue onto a 4-year degree in the IT field.

Adult Basic Education, Lake Superior College, Duluth CareerForce and SOAR Career Solutions has over 20 years of experience coordinating and implementing job trainings leading to entry-level jobs on a defined career pathway. This training is based off of the Pathways to Prosperity model, developed by Minnesota Department of Employment and Economic Development. SOAR will coordinate with Community Action Duluth's Community Computer Program to provide participants with PC's and Internet access, as needed.

### Section 6: Budget

What specifically will the funding be used for?

How were costs arrived at for this proposal?

Could the project proceed with partial funding?

Describe expenses that are needed for technology that will assist in delivering the project.

Direct Services: \$40,900 (.10FTE Program Director=\$6,500, .10FTE Asst.Program Director=\$4,900, .20FTE x 3 Career Specialists=\$25,000, .1FTE Comm.&Dvlp. Manager=\$4,500); Direct Customer Training: \$8,433 (Mind Over Matters Wksp=\$3,441, CareerQuest Wksp=\$4,092, Curriculum/Materials=\$900); Equipment=\$7,810 (4 additional desktop computers and set up=\$5,660, 8 webcams for existing and expanded desktops=\$400, 4 desks/4 chairs=\$1,750); Participant Support \$13,500 (transportation, rent, childcare, IDcards,other needs at \$450/client); Contract Services: \$43,670 (Adult Basic Education=\$7,800, LSC=\$10,870, Duluth Workforce=\$25,000); Admin \$7,064; Paid work experience wages (240 hrsx\$15x12 grads=\$43,200 (funded privately). Total Program Expenses: \$157,513/Total Request=\$121,377. The project would need to scale back if partial funding was awarded.





**Planning & Development Division**  
*Planning & Economic Development Department*

Room 160  
 411 West First Street  
 Duluth, Minnesota 55802

☎ 218-730-5580


✉ [planning@duluthmn.gov](mailto:planning@duluthmn.gov)

Budget Item	CDBG-CV/ESG-CV	Other Public	Other Private	Total
Direct Service Staff .10FTE Pgm Dir	\$ 6,500.00			\$ 6,500.00
Direct Service Staff .10FTE Asst Pgm Dir	\$ 4,900.00			\$ 4,900.00
Direct Service Staff .20FTE Career Spec x 3	\$ 25,000.00			\$ 25,000.00
Direct Service Staff .10FTE Comm/Dev Mgr	\$ 4,500.00			\$ 4,500.00
Direct Customer Training: Mind Over Matters Workshop	\$ 3,441.00			\$ 3,441.00
Direct Customer Training: Career Quest Workshop	\$ 4,092.00			\$ 4,092.00
Direct Customer Training: MOM/CQ Curriculum/Materials	\$ 900.00			\$ 900.00
Workstation Equipment: 4 desktop PCs, cabling	\$ 5,660.00			\$ 5,660.00
Workstation Equipment: 8 webcams	\$ 400.00			\$ 400.00
Workstation Equipment: 4 desks/4 chairs	\$ 1,750.00			\$ 1,750.00
Support Services: \$450/client x 30 clients	\$ 13,500.00			\$ 13,500.00
Partner: Lake Superior College - curriculum/books	\$ 10,870.00			\$ 10,870.00
Partner: Adult Basic Education - Bridge instruction/integrated instr	\$ 7,800.00			\$ 7,800.00
Partner: Duluth CareerForce: Work experience coordination	\$ 25,000.00			\$ 25,000.00
Admin (SOAR) 10%	\$ 7,064.00			\$ 7,064.00
Paid work experience wages for 12 grads x \$15/hr x 240 hrs			\$ 43,200.00	\$ 43,200.00
				\$ 0.00
				\$ 0.00
<b>Totals</b>	<b>\$ 121,377.00</b>	<b>\$ 0.00</b>	<b>\$ 43,200.00</b>	<b>\$ 164,577.00</b>



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Room 160  
411 West First Street  
Duluth, Minnesota 55802

 218-730-5580

 [planning@duluthmn.gov](mailto:planning@duluthmn.gov)

## **APPENDIX B - PROPOSAL SIGNATURE FORM** **SPECIAL ALLOCATION OF CDBG-CV and ESG-CV**

**Proposal Name:** Computer Support Specialist Job Training

**Organization name:** SOAR Career Solutions

**Authorized Official:** 501c3 - Community Development Block Organization

**Title:** 205 W. 2nd Street, Suite 101

**Signature:** **Emily Edison** Digitally signed by Emily Edison  
Date: 2020.06.24 11:25:13  
-05'00'

**Date:** [eedison@soarcareers.org](mailto:eedison@soarcareers.org)

### **Acknowledgements**

The signing party acknowledges they are complying with the entirety of the terms listed in the Request for Proposals and any addendum issued. Organizations selected for funding will be required to submit the following documents prior to receiving an agreement:

- List of Board of Directors for the organization
- Most recent Audit Report
- Most recent Federal Form 990
- Board Resolution Authorizing Contract Execution
- Proof of insurance covering employee dishonesty and board liability
- Articles of Incorporation
- Board By-Laws
- Non-profit Determination Letter
- Limited English Proficiency Plan
- Chart of Accounts
- Conflict of Interest Policy

[www.duluthmn.gov](http://www.duluthmn.gov)

The City of Duluth is an Equal Opportunity Employer.

## APPENDIX C – HUD INCOME GUIDELINES



**PLANNING & ECONOMIC DEVELOPMENT**  
 Community Planning Division  
 City Hall – 411 W 1<sup>st</sup> Street – Room 110  
 Duluth, Minnesota 55802  
 218-730-5580 / [planning@duluthmn.gov](mailto:planning@duluthmn.gov)

**DATE:** June 12, 2019  
  
**TO:** All Agencies and Individuals participating in the City of Duluth HUD Community Development Block Grant (CDBG) funded projects and HOME Investment Partnership (HOME) funded homeownership projects.  
  
**FROM:** Ben VanTassel, Manager  
  
**RE:** **2019 CITY OF DULUTH HUD INCOME GUIDELINES**

### ANNUAL INCOME

<b>FAMILY SIZE</b>	<b>EXTREMELY LOW- INCOME</b> <i>(60% of the Sect 8 very low income)</i>	<b>VERY LOW-INCOME</b> <i>(50% of the Median)</i>	<b>LOW INCOME</b> <i>(80% of the Median)</i>
1	\$15,200	\$25,350	\$40,550
2	\$17,400	\$29,000	\$46,350
3	\$21,330	\$32,600	\$52,150
4	\$25,750	\$36,200	\$57,900
5	\$30,170	\$39,100	\$62,550
6	\$34,590	\$42,000	\$67,200
7	\$39,010	\$44,900	\$71,800
8	\$43,430	\$47,800	\$76,450

Discontinue previous income guidelines and use the above guidelines until such time as they are revised again by HUD.

Effective -- June 28, 2019

**BUDGET NARRATIVE – COVID City of Duluth FY20**  
**9 months**

**DIRECT SERVICES –\$40,900**

**.10 Program Director = \$6,500**

Develop and implement program evaluation, supervise the Career Specialists, Assistant Program Director and the outreach campaign created by the Communications & Development Manager.

**.10 Assistant Program Director = \$4,900**

Serve as project lead and navigator, supporting the coordination of participant services and connection to community resources. Coordinates project logistics and creates streamlined communication among project partners.

**.20 Career Specialist x 3 = \$25,000**

The Career Specialists will be responsible for implementation of participant demographic and outcomes data collection and input, intake and assessments, provide 1:1 case management services to develop individual employment/education plans, address barriers, provide job search and retention services, and facilitate work readiness (Career Quest) and cognitive behavior change (Mind Over Matters) workshops.

**.10 Communications & Development Manager = \$4,500**

The Communications & Development Manager will create and implement social media campaign, design and disseminate informational flyers.

**DIRECT CUSTOMER TRAINING: \$8,433**

Mind Over Matters: 111 hours x \$31.00 = \$3,441

Career Quest: 132 hours x \$31.00 = \$4,092

Curriculum/materials: Career Quest: \$20 x 30 clients enrolled = \$600

Mind Over Matters Curriculum: \$10 x 30 clients = \$300

**EQUIPMENT PURCHASES for expanded computer lab: \$7,810**

4 desktop workstations (\$5,060) & cabling for area (\$600) = \$5,660

8 webcams for workstations = \$400

4 desks (\$1,400) and 4 chairs (\$350) for workstations = \$1,750

**SUPPORT SERVICES: \$13,500**

Transportation, childcare, ID cards, rent and other general needs support - Average of \$450/client x 30 training participants = \$13,500

**PARTNERS: \$43,670**

Lake Superior College: 80 hours Computer Tech Course for 30 participants = \$10,870

Adult Basic Education: 32 hours Bridge instruction, 18 hours integrated instruction = \$7,800

Duluth CareerForce: Work Experience coordination (.10 FTE) = \$10,000; Employer outreach and engagement (.15 FTE) = \$15,000; Total = \$25,000

**OTHER FUNDING: \$43,200**

Private funding being sought for paid work experience wages (240 hrs x \$15/hr x 12 graduates = \$43,200)

**TOTAL PROGRAM EXPENSES = \$157,513**

**ADMINISTRATIVE EXPENSES (SOAR): \$7,064**

Administrative expenses (10%): Includes Executive Director and Finance Director.

**TOTAL REQUEST: \$121,377**

LIVE STREAMING  
PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT** made this **2nd day of September 2020**, by and between the **DULUTH DENFELD HIGH SCHOOL**, a Minnesota public school ("School") and **ITASCA MARKETING LLC**, a Minnesota limited liability company ("Itasca").

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:**

- 1. LIVE STREAM.** The School authorizes Itasca to manage, install and operate automated live streaming cameras on School owned property in accordance with the Contract Documents.
- 2. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:
  - A. This Professional Services Agreement; and
  - B. Itasca's proposed Scope of Services attached hereto as "Exhibit A".

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts, with Contract Document "A" having the first priority and Contract Document "B" having the last priority.

- 3. CHANGE ORDERS.** The School must approve all change orders, regardless of amount, in advance and in writing.
- 4. COMPLIANCE WITH LAWS AND REGULATIONS.** Itasca shall abide by all statutes, ordinances, rules and regulations.
- 5. INDEMNIFICATION.** Itasca shall indemnify and hold harmless the School, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of this Contract and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.
- 6. DAMAGED, LOST AND STOLEN PROPERTIES AND EQUIPMENT.** The School shall have no liability or responsibility for any of Itasca's equipment or property that is damaged, stolen or lost.
- 7. INSURANCE.** Itasca shall secure and maintain such insurance as will protect Itasca from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability

\$2,000,000 each occurrence/aggregate

LIVE STREAMING  
PROFESSIONAL SERVICES AGREEMENT

Automobile Liability

\$300,000 combined single limit

The School shall be named as an additional insured on the general liability policy. Before commencing work, Itasca shall provide the School a certificate of insurance evidencing the required insurance coverage in a form acceptable to the School.

8. **CONTROLLING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.
9. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Itasca must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the School pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Itasca pursuant to this Agreement. Itasca is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes § 13.08, as if it were a government entity. In the event Itasca receives a request to release data, Itasca must immediately notify the School. The School will give Itasca instructions concerning the release of the data to the requesting party before the data is released. Itasca agrees to defend, indemnify, and hold the School, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Itasca's officers', agents', cities', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.
10. **COPYRIGHT.** Itasca shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the School from loss or damage resulting therefrom.
11. **PATENTED DEVICES, MATERIALS AND PROCESSES.** If the Contract requires, or Itasca desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, Itasca shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the School. If no such agreement is made or filed as noted, Itasca shall indemnify and hold harmless the School from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the School for any costs, liability, expenses and attorney's fees that result from any such infringement.
12. **ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

LIVE STREAMING  
PROFESSIONAL SERVICES AGREEMENT

13. **WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
14. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
15. **TERMINATION.** This Agreement may be terminated upon thirty (30) days' written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, Itasca shall pay the School for all money due to the date of termination.
16. **NOTICES.** All notices, demands or requests required or permitted to be made pursuant to or under this Agreement must be in writing and deemed valid if sent by registered mail, return receipt requested, or delivered by overnight delivery service providing written evidence of delivery, or by hand delivery by a reputable independent courier providing written evidence of delivery, addressed as follows:

SCHOOL: Duluth Denfeld High School  
401 North 44<sup>th</sup> Avenue West  
Duluth, MN 55807-1494  
Attention: Tom Pearson, AD

ITASCA: Itasca Marketing LLC  
3030 Excelsior Blvd  
Minneapolis, MN 55416  
Attention: Michael Gaard

Either party may change the designated recipient of notice by so notifying the other party in writing.

LIVE STREAMING  
PROFESSIONAL SERVICES AGREEMENT

**AGREED BY:**

Duluth Denfeld High School

Itasca Marketing LLC

Date:

9/18/2020

Date:

Signature:

Catherine Erickson

Signature:

Printed name:

Catherine A. Erickson

Printed name:

Printed name:

Tom. Pearson @ isd709.org

Email: mike@itascadigital.com

Phone: (218) 336-8830 x1948

Phone: (763) 233-2587



EXHIBIT A  
PROFESSIONAL SCOPE OF SERVICES

**OVERVIEW**

This agreement provides the business terms between Itasca Marketing LLC and Duluth Denfeld High School to manage, install, and operate three (3) automated live streaming cameras in the Duluth Denfeld High School athletic facilities that include the football field, gymnasium and pool. This agreement covers the period of three (3) calendar sports seasons beginning on **September 2nd, 2020** and running through **September 2nd, 2023**.

**GOALS**

The implementation of an automated camera system and the related management services provided by Itasca's video production company, **MNHOCKEY.TV**, will support the following goals:

1. Deliver live streaming services of designated high school games at the facilities
2. Provide a coaching tool and support for coaches' use of the service.

**SPECIFICATIONS**

Itasca Marketing will complete and execute the purchase of three (3) automated camera systems to be installed in the Duluth Denfeld High School athletic facilities.

**VIEWING COMPONENTS**

**Itasca Marketing** will schedule the games selected by the game scheduler onto the automated streaming platform to provide streaming services for the following types of sports events and games:

1. Pay per view (PPV) for high school related events including weekday and weekend games and weekend tournaments
2. Pricing for the events are as follows:
  - \$9.95 single game
  - \$24.95 tournament pass
  - \$49.95 season pass
  - \$79.95 year pass
3. Video access for high school coaching sessions.

**PAY PER VIEW PPV PROGRAM**

A pay per view amount for a season pass, tournament pass, and per game pass will be made available on a pay wall created by Itasca Marketing. The service will feature an exclusive Duluth Denfeld High School live streaming portal and video platform that can be shared on all Duluth Denfeld High School-based websites. Itasca Marketing will also have all games available on their hockey specific website – **MNHOCKEY.TV**.

**REVENUE SHARE AND AD SHARE**

Itasca Marketing will share revenue with Duluth Denfeld High School as follows:

1. 25% of PPV receipts for Duluth Denfeld High School regular games and sponsored tournament events will be paid to Duluth Denfeld High School

EXHIBIT A  
PROFESSIONAL SCOPE OF SERVICES

2. 75% of PPV receipts will be paid to Itasca Marketing for all Duluth Denfeld High School related events
3. Duluth Denfeld High School will provide ad time to its local sponsors up to two fifteen (15) second ads per period per game broadcasted or six (6) ads per game
4. Sponsor revenue sharing is as follows:  
Duluth Denfeld High School keeps 100% of all advertising sales revenue sold by Duluth East HS  
Itasca Marketing keeps 75% of all advertising sales revenue sold by Itasca marketing and 25% will be paid to Duluth Denfeld High School.

**ITASCA MARKETING SERVICES INCLUDE:**

1. Live streaming video portal
2. E-Commerce platform for customer purchases of packages
3. To video embed codes from the portal to all sites requested from Duluth Denfeld High School
4. Schedule management in the portal and communications with the arena scheduler
5. Marketing of games, tournaments, and events
6. Customer support for viewers
7. 3-year limited hardware warranty covered by Itasca Marketing
8. Camera installation in the three (3) facilities.
9. All installation work will be executed by Itasca Marketing and will adhere to the Duluth Public schools policy of telecommunications cabling and standards and classroom presentation systems standards provided by Dave Spooner of the Duluth Public Schools.
10. Games, including all levels played in both the gym and on the athletic field, to be streamed live
11. Systems set up for announcers that can be hired by the school.

**AGREED BY:**

Duluth Denfeld High School

Itasca Marketing LLC

EXHIBIT A  
PROFESSIONAL SCOPE OF SERVICES

Date:

9/18/2020

Date:

Signature:

Catherine Erickson

Signature:

Printed name:

Catherine A. Erickson, CFO

Printed name:

Email:

Tom. Pearson @ isd709.org

Email:

mike@itascadigital.com

Phone: (218) 336-8830 x1948

Phone: (763) 233-2587

LIVE STREAMING  
PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT** made this **2nd day of September 2020**, by and between the **DULUTH EAST HIGH SCHOOL**, a Minnesota public school ("School") and **ITASCA MARKETING LLC**, a Minnesota limited liability company ("Itasca").

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:**

1. **LIVE STREAM.** The School authorizes Itasca to manage, install and operate automated live streaming cameras on School owned property in accordance with the Contract Documents.
2. **CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:
  - A. This Professional Services Agreement; and
  - B. Itasca's proposed Scope of Services attached hereto as "Exhibit A".

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts, with Contract Document "A" having the first priority and Contract Document "B" having the last priority.

3. **CHANGE ORDERS.** The School must approve all change orders, regardless of amount, in advance and in writing.
4. **COMPLIANCE WITH LAWS AND REGULATIONS.** Itasca shall abide by all statutes, ordinances, rules and regulations.
5. **INDEMNIFICATION.** Itasca shall indemnify and hold harmless the School, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of this Contract and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.
6. **DAMAGED, LOST AND STOLEN PROPERTIES AND EQUIPMENT.** The School shall have no liability or responsibility for any of Itasca's equipment or property that is damaged, stolen or lost.
7. **INSURANCE.** Itasca shall secure and maintain such insurance as will protect Itasca from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$,000,000 each occurrence/aggregate
Automobile Liability	\$300,000 combined single limit

LIVE STREAMING  
PROFESSIONAL SERVICES AGREEMENT

The School shall be named as an additional insured on the general liability policy. Before commencing work, Itasca shall provide the School a certificate of insurance evidencing the required insurance coverage in a form acceptable to the School.

8. **CONTROLLING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.
9. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Itasca must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the School pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Itasca pursuant to this Agreement. Itasca is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes § 13.08, as if it were a government entity. In the event Itasca receives a request to release data, Itasca must immediately notify the School. The School will give Itasca instructions concerning the release of the data to the requesting party before the data is released. Itasca agrees to defend, indemnify, and hold the School, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Itasca's officers', agents', cities', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.
10. **COPYRIGHT.** Itasca shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the School from loss or damage resulting therefrom.
11. **PATENTED DEVICES, MATERIALS AND PROCESSES.** If the Contract requires, or Itasca desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, Itasca shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the School. If no such agreement is made or filed as noted, Itasca shall indemnify and hold harmless the School from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the School for any costs, liability, expenses and attorney's fees that result from any such infringement.
12. **ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
13. **WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
14. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the

LIVE STREAMING  
PROFESSIONAL SERVICES AGREEMENT

subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

15. **TERMINATION.** This Agreement may be terminated upon thirty (30) days' written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, Itasca shall pay the School for all money due to the date of termination.
16. **NOTICES.** All notices, demands or requests required or permitted to be made pursuant to or under this Agreement must be in writing and deemed valid if sent by registered mail, return receipt requested, or delivered by overnight delivery service providing written evidence of delivery, or by hand delivery by a reputable independent courier providing written evidence of delivery, addressed as follows:

SCHOOL: Duluth East High School  
901 North 40<sup>th</sup> Avenue East  
Duluth, MN 55804  
Attention: Shawn Roed, AD

ITASCA: Itasca Marketing LLC  
3030 Excelsior Blvd  
Minneapolis, MN 55416  
Attention: Michael Gaard

Either party may change the designated recipient of notice by so notifying the other party in writing.

**AGREED BY:**

Duluth East High School

Itasca Marketing LLC

Date:

2/18/2020

Date:

Signature:



Signature:

LIVE STREAMING  
PROFESSIONAL SERVICES AGREEMENT

Printed name:

Catherine A. Erickson, CFO

Printed name:

\_\_\_\_\_

Email: shawn.roed@isd709.org

Email: mike@itascadigital.com

Phone: (218) 336-8845 x2151

Phone: (763) 233-2587

EXHIBIT A  
PROFESSIONAL SCOPE OF SERVICES

**OVERVIEW**

This agreement provides the business terms between Itasca Marketing LLC and Duluth East High School to manage, install, and operate five (5) automated live streaming cameras in the Duluth East High School athletic facilities. This agreement covers the period of three (3) calendar sports seasons beginning on September 2nd, 2020 and running through September 2nd, 2023.

**GOALS**

The implementation of an automated camera system and the related management services provided by Itasca's video production company, **MNHOCKEY.TV**, will support the following goals:

1. Deliver live streaming services of designated high school games at the facilities
2. Provide a coaching tool and support for coaches' use of the service.

**SPECIFICATIONS**

Itasca Marketing will complete and execute the purchase of four (5) automated camera systems to be installed in the Duluth East High School athletic facilities that include the football field, gymnasium, pool, middle school auditorium, and baseball field. A separate agreement will be made for the softball field when the time is appropriate.

**VIEWING COMPONENTS**

**Itasca Marketing** will schedule the games selected by the game scheduler onto the automated streaming platform to provide streaming services for the following types of sports events and games:

1. Pay per view (PPV) for high school related events including weekday and weekend games and weekend tournaments.
2. Pricing for the events are as follows:
  - \$9.95 single game
  - \$24.95 tournament pass
  - \$49.95 season pass
  - \$79.95 year pass
3. Video access for high school coaching sessions.

**PAY PER VIEW PPV PROGRAM**

A pay per view amount for a season pass, tournament pass, and per game pass will be made available on a pay wall created by Itasca Marketing. The service will feature an exclusive Duluth East High School live streaming portal and video platform that can be shared on all Duluth East High School-based websites. Itasca Marketing will also have all games available on their hockey specific website – **Itasca Marketing**.

**REVENUE SHARE AND AD SHARE**

Itasca Marketing will share revenue with Duluth East High School as follows:

1. 25% of PPV receipts for Duluth East High School regular games and sponsored tournament events will be paid to Duluth East High School



EXHIBIT A  
PROFESSIONAL SCOPE OF SERVICES

2. 75% of PPV receipts will be paid to Itasca Marketing for all Duluth East High School related events
3. Duluth East High School will provide ad time to its local sponsors up to two fifteen (15) second ads per period per game broadcasted or six (6) ads per game
4. Sponsor revenue sharing is as follows:  
Duluth East High School keeps 100% of all advertising sales revenue sold by Duluth East HS  
Itasca Marketing keeps 75% of all advertising sales revenue sold by Itasca marketing and 25% will be paid to Duluth East High School.

**ITASCA MARKETING SERVICES INCLUDE:**

1. Live streaming video portal
2. E-Commerce platform for customer purchases of packages
3. To video embed codes from the portal to all sites requested from Duluth East High School
4. Schedule management in the portal and communications with the arena scheduler
5. Marketing of games, tournaments, and events
6. Customer support for viewers
7. 3-year limited hardware warranty covered by Itasca Marketing
8. Camera installation in the five (5) Duluth East High School locations.
9. All installation work will be executed by Itasca Marketing and will adhere to the Duluth Public schools policy of telecommunications cabling and standards and classroom presentation systems standards provided by Dave Spooner of the Duluth Public Schools.
10. Games, including all levels played in both the gym and on the athletic field, to be streamed live
11. Systems set up for announcers that can be hired by the school.

**AGREED BY:**

Duluth East High School

Itasca Marketing LLC

Date:

9/18/2020

Date:

Signature:



Signature:

Printed name:

Catherine A. Erickson, CFO

Printed name:

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