



Duluth Entertainment Convention Center

BAYFRONT FESTIVAL PARK RENTAL AGREEMENT

Prepared by Park Management Company - Duluth Entertainment Convention Center
Bayfront Festival Park is a City of Duluth Park

In consideration of the fees and covenants herein expressed, the Duluth Entertainment Convention Center, Assigned Bayfront Festival Park Manager, herein called the "DECC" does hereby give permission to the following:

Organization/Company Name: **I.S.D. 709**
(hereinafter referred to as the "Permittee")

Name of Event: **I.S.D. 709 Unity In Our Community**

To use the following specified spaces of Bayfront Festival Park on the following day(s):

Move In Day: 08/24/26 (Monday)

Event Day: 08/24/26 (Monday)

Move Out Day: 08/24/26 (Monday)

Park Hours: 6:00AM - 12:00AM
Move-In/Move-Out Hours: 8:00AM - 5:00PM
Event Time: 4:00PM - 7:00PM

Entire Bayfront Festival Park to Include:

Family Center, Public Restroom Building, Park Plaza, Park Bowl, Lois M. Paulucci Music Pavilion

Rental Fees to be paid by Permittee are in the amounts and on the basis and terms as follows:

Bayfront Festival Park Stage Rental	\$1,000.00
Bayfront Festival Park Rental	\$2,250.00
Bayfront Preservation Fee	\$250.00

Total fees due with signed contract: \$3,500.00 - payable to DECC

All fees must be submitted to DECC within 14 days - by Monday, August 17th, 2026.

Plus, the Following Permits or Actions being taken by Permittee:

- Caterers License provided to DECC for any alcohol sales or distribution at park
- Security plan between Permittee and Duluth Police Department when alcohol is served (#'s 11 & 20-21)
- Proper Garbage Service, Containers and Clean Up plan in place (#3)
- Proper number of Portable Toilets for size of group (#4)
- Tent plan approved by DECC - Event Planning Department prior to event day (#'s 6-8)
- Proof of event insurance provided to DECC prior to event day (#'s 13-17)

1. PERMITTEE may sublet or rent out a reasonable amount of the VENUE to lawful and appropriate vendors, concessionaires or other business ventures ("Sublettee(s)"). It shall be the responsibility of PERMITTEE to submit to the CITY evidence verifying that each Sublettee possesses a valid City of Duluth Sales Tax Permit and meets all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the EVENT before allowing such Sublettee access to the EVENT.

TICKETING

2. ~~All ticketed events that utilize Bayfront Festival Park are subject to a \$2 per ticket Bayfront Festival Park Preservation fee. These funds are specifically used for improvements to Bayfront Festival Park by the City of Duluth. At the end of the event, an audit must be provided to the DECC for all tickets sold and the \$2 per ticket fee needs to be paid within 30 days of the event to the DECC.~~

MAINTENANCE AND OPERATION

3. PERMITTEE agrees that it shall be responsible for all damage caused by and arising out of the occurrence of the EVENT, whether such damage was the result of the actions or omissions of PERMITTEE, its agents or assigns, or any other person or entity. Such responsibility for damages includes, but is not limited to, set up and take down activities.
4. PERMITTEE shall provide at its expense trash collection receptacles and attendant services in sufficient quantity to maintain the VENUE in a reasonable state of cleanliness before, during, and through the conclusion of the EVENT.

Such cleanup area shall include all of Bayfront Festival Park and shall not be limited to the VENUE area. If required by the St. Louis County Health Department, PERMITTEE shall provide specialized disposal receptacles and related pick up services through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event.

PERMITTEE shall provide, at its expense, for the separation of recyclables plastic bottles, aluminum cans and cardboard boxes that is created at these events and for its removal from the site to the appropriate collection site - as per the WLSSD Solid Waste Ordinance, Section 4.2 management of recyclable materials.

5. PERMITTEE shall provide at its expense, a sufficient quantity of portable toilet units, including one (1) handicap accessible units, complete with ongoing cleaning and servicing throughout its event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or the DECC, at any time throughout the event. The CITY shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies during the time of the EVENT.
6. PERMITTEE agrees that vehicular access to the VENUE shall be strictly limited to the approved roadways. PERMITTEE shall be responsible for the enforcement of this provision for all vehicles on the VENUE whether said vehicles are owned by PERMITTEE, PERMITTEE's employees, Subleetees, contractors, agents of PERMITTEE, or its patrons. The DECC may order the immediate removal of any vehicle used or parked in violation of this provision. Driving in the bowl of the park is not allowed.

ALTERATIONS OR IMPROVEMENTS

7. PERMITTEE shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of Bayfront Festival Park without first providing a detailed, precise map to the DECC of all proposed underground locations at least Ten (10) days in advance of the EVENT. PERMITTEE shall not proceed with any underground actions without first securing approval from a DECC park representative and further having all underground utilities properly located by One Call or identified by the CITY prior to proceeding with said underground actions.
8. PERMITTEE shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event PERMITTEE needs to allow the installation of

on-ground utilities, PERMITTEE shall first secure the permission of DECC and comply with all applicable codes and laws pertaining to said installations.

9. PERMITTEE may make temporary improvements to the grounds such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, or other apparatus necessary to ensure the success of the EVENT or the safety of staff, performers, and the general public. No construction, alteration, or improvement shall begin until approved by the DECC representative, and all necessary building permits are secured. All construction or apparatus installed on said premises shall conform to any and all applicable laws or building codes governing such installations.
10. PERMITTEE agrees that prior to commencing any construction, erection, alteration, or improvement on said premises that PERMITTEE will provide the CITY with a Certificate of Insurance evidencing that all persons, whether in the direct employ of PERMITTEE or agents hired by PERMITTEE, are covered by Worker's Compensation Insurance as required by Minnesota Statutes. PERMITTEE shall submit such Certificate of Insurance at least Ten (10) days prior to the EVENT. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificate of Insurance is reviewed and approved by the City Attorney.

FACILITY SUPERVISION AND SECURITY

11. PERMITTEE agrees that at all times of permitted use, the VENUE will be properly supervised by an employee or agent of PERMITTEE with sufficient empowerment and decision making authority to act on behalf of PERMITTEE.
12. PERMITTEE, shall provide, at its expense, and subject to availability, uniformed, Duluth Police Officers at or on said premises as determined by the Chief of Police, or assigned designee. The Chief of Police, or assigned designee, shall be responsible for the on-site supervision and direction of all uniformed, Police Officers, involved in the patrol, supervision, or security for the EVENT. The number of officers to be provided shall be determined by the Chief of Police, or his designee. Said number may be adjusted at any time during the EVENT to ensure public safety. The Chief of Police or assigned designee shall notify the employee or agent of PERMITTEE prior to implementing any adjustment in the numbers of uniformed, Police Officers required to properly supervise the EVENT. Police Officers shall only be responsible for patrolling the VENUE areas open to the public. PERMITTEE shall be responsible for hiring private security for those areas from which the public is restricted.

LIMITS OF USAGE

13. PERMITTEE agrees that the VENUE shall only be used for the EVENT and related support services and for no other purpose.

INSURANCE

14. PERMITTEE shall provide Public 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; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
15. The CITY of DULUTH, DEDA (Duluth Economic Development Authority), LSCA (Lake Superior Center Authority) and DECC (Duluth Entertainment Convention Center) shall be named as Additional Insured under the Public Liability Policy, or as an alternate, PERMITTEE may provide Owners-Contractors Protective policy, naming itself, the City, DEDA, LSCA and DECC. PERMITTEE shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. PERMITTEE shall provide Certificates of Insurance evidencing the required insurance coverage. The certificates shall provide 30 days' notice of cancellation, non-renewal or material change provisions and shall

further provide that failure to give such notice to City and DEDA will render any such change or changes in said policy or coverage ineffective as against the City and DEDA.

16. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Duluth City Attorney's Office. Examples of such endorsements are available upon request.
17. Neither the City nor DECC represents or guarantees that these types or limits of coverage are adequate to protect PERMITTEE's interests and liabilities.
18. If PERMITTEE conducts the sale of any product or service through any third-party vendor or contractor, PERMITTEE will be required to secure product liability insurance coverage with the same limits as provided in Paragraph 13 above. If any third-party vendor or contractor sells, serves, or otherwise dispenses alcoholic beverages of any kind, PERMITTEE shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as provided in Paragraph 13 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the CITY and DECC as additional insured.

HOLD HARMLESS

19. PERMITTEE agrees to defend, indemnify, and save harmless the CITY, DEDA, LSCA and DECC, and their officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the CITY, DEDA, LSCA or DECC by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Bayfront Festival Park by PERMITTEE or its agents and/or assigns, including but not limited to EVENT attendees, in connection with the EVENT including liability for copyright violation or infringement, by any person(s) including PERMITTEE, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days' written notice, PERMITTEE will appear and defend all claims and lawsuits against the CITY, DEDA, LSCA or DECC, growing out of any action with respect to which PERMITTEE is required to indemnify the City, DEDA, LSCA or DECC. The indemnification obligations set forth herein shall not apply to a loss or claim arising out of the negligence or intentional misconduct of the City, DEDA, their officers, employees, servants or agents.

LICENSEE

20. It is agreed that this AGREEMENT is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting PERMITTEE as an agent, representative, employee, or independent contractor of the City for any purpose. PERMITTEE and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PERMITTEE'S employees or agents and arising out of employment shall in no way be the responsibility of the CITY. PERMITTEE'S employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the CITY, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and PERA.

ALCOHOLIC BEVERAGES

21. Upon securing the necessary liquor licenses or permit required by the State of Minnesota and the City of Duluth, PERMITTEE or its sublettee shall be permitted to sell, serve, or otherwise dispense alcoholic beverages to the extent authorized by Minnesota Statutes and Duluth City Code. Evidence of such license or permit shall be submitted to the CITY no less than ten (10) days prior to

the EVENT. PERMITTEE shall also notify the Chief of Police or the Chief's designee of the identity of the alcohol vendor.

22. In addition to the number of uniformed, Duluth police officers to be provided as set forth in Paragraph 20 above. PERMITTEE shall arrange and pay for such additional uniformed, Duluth Policy Officers as required by the Chief to oversee the sale of alcoholic beverages at the VENUE. PERMITTEE agrees that at no time shall alcoholic beverages be sold, served, or dispensed at the VENUE unless the required Duluth Police Officers are present and actively overseeing same.

REPORTING

23. PERMITTEE agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, and in order for the City to ensure that all required fees have been tendered, all PERMITTEE books, records, documents, and accounting procedures and practices are subject to examination by the CITY or the State Auditor for six (6) years from the date of execution of this Agreement. Upon twenty-four (24) hours advanced notice by the CITY, PERMITTEE shall provide all requested financial information.

WORKERS' COMPENSATION

24. PERMITTEE and all third-party vendors or contractors hired or permitted by PERMITTEE shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed at the VENUE.

TERMINATION OF OCCUPANCY

25. Upon termination of occupancy, PERMITTEE agrees to surrender possession of said premises to the DECC in as good condition and state of repair as said premises were in at the time PERMITTEE took possession, normal wear and tear excepted.

CITY ACCESS

26. The CITY reserves the right to the unlimited access at all times to the VENUE for authorized personnel and for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by PERMITTEE. The DECC shall provide its employees or authorized agents, Bayfront Festival Park all-event access passes, as needed, for access by authorized personnel. All on-duty law enforcement personnel, acting in their official capacity, shall be authorized to enter the VENUE without regard to this paragraph.

ASSIGNABILITY

27. Except as provided for in this Agreement, PERMITTEE shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

NO THIRD-PARTY RIGHTS

28. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person, except to the extent PERMITTEE is obligated to perform terms and conditions that benefit DECC. No person shall have the right to make claim that she or he is a third-party beneficiary of this Agreement or of any of its terms and conditions.

AMENDMENTS

29. Any amendment to this Agreement shall be in writing, approved with the same legal formalities as required by the original agreement, and shall be executed by the same parties who executed the original Agreement or their successors in office.

CIVIL RIGHTS ASSURANCES

30. PERMITTEE, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with all laws relating to unlawful discrimination. PERMITTEE shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

APPLICABLE LAW

31. 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.

COPYRIGHT

32. PERMITTEE warrants and represents that it has current, valid ASCAP, BMI and SESAC licenses (the Licenses).

TERMINATION OF AGREEMENT

33. This Agreement may be terminated by the DECC upon breach of any of the terms and conditions of this Agreement by PERMITTEE and the failure to rectify or correct any such breach within Thirty (30) days of the transmission of written notice to PERMITTEE of the breach.

GENERAL PROVISIONS

34. The rights of PERMITTEE to occupy, use, and maintain the VENUE shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.
35. PERMITTEE agrees to operate the EVENT and all activities conducted at the VENUE in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. PERMITTEE agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.
36. The waiver by the CITY or PERMITTEE of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

Dated this 3rd day of August 2026

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____
Executive Director
Duluth Entertainment Convention Center (DECC)

By: John Magnus
Permittee Signature

Superintendent Duluth Public Schools
Permittee Title

8/20/26
Date

MEMORANDUM OF UNDERSTANDING
between
City Engineer for the City of Duluth, MN
and
Independent School District (ISD) No. 709,
relative to
Stowe Elementary Parking Improvements to 101st Ave. West, Duluth, Minnesota

This will serve as a Memorandum of Understanding between the City Engineer ("City Engineer") of the City of Duluth, Minnesota ("City") and Independent School District (ISD) 709 ("Developer") and will document specific understandings of both parties relative to the construction of public and private improvements associated with the development of the Stowe Elementary Parking Improvements to 101st Ave. West within the City of Duluth, Minnesota. The public and private improvements, herein after referred to as the "Development" are shown on the attached Exhibit Concurrent Use.

Whereas, the Developer – as part of the Development – intends to proceed with the design and construction of public improvements at no cost to the City (City Project No. 2093) and which improvements, upon completion of construction, will be turned over to the City for ownership, operation, and maintenance, except as outlined in the separate Snow Removal Agreement, and

Whereas, the City Engineer, in their capacity as city engineer for the City, has the authority to require that the public improvements constructed by a developer, which are to be turned over to the City and for which the City is to assume responsibility for maintenance and operation, be constructed in accordance with applicable City standards as determined by the City Engineer in the exercise of their discretion; and

Whereas, when such public improvements are so constructed, the City Engineer has the authority, in the exercise of their discretion, to accept such improvements and to undertake to have them maintained and operated by the City; and

Whereas, the Developer – as part of the Development – intends to proceed with the design and construction of private improvements at no cost to the City which improvements upon completion of construction will be retained by the Developer for ownership, operation and maintenance, and

Whereas, both the City Engineer and the Developer wish to memorialize various understandings relative to the public improvements for the Development.

Now, therefore, as indicated by signatures of appropriate representatives for both parties on this Memorandum of Understanding, it is jointly understood that:

1. The Developer intends to construct, or cause to be constructed, the public improvements within the Development privately and intends to turn over these improvements to the City of Duluth upon construction completion and acceptance by the City. The Developer agrees to dedicate any necessary utility easements and access rights of way within the

Development to the City prior to the construction of the utilities and prior to the City's acceptance of those utilities.

2. The Developer intends to construct, or cause to be constructed, private improvements within the Development which will remain private following construction, and the Developer will be responsible for the ownership, operation, and maintenance of those improvements.
3. The design of all public improvements covered by this agreement shall conform to the most current edition of the Engineering Guidelines for Professional Engineering Services and Developments as approved by the City Engineer and on file in the office of the City Engineer. All designs of public improvements shall have been approved in writing by the City Engineer prior to the commencement of the construction, thereof. Thereafter, any changes in said plans, other than standard field modifications, shall be similarly approved.
4. The construction of all public improvements covered by this agreement shall conform to the most current edition of the Engineering Guidelines for Professional Engineering Services and Developments as approved by the City Engineer and on file in the office of the City Engineer. All construction of the public improvements will be inspected on a full-time basis by an engineering consultant. The Developer shall engage (or cause to be engaged) an independent engineering consultant and shall require by contract that such engineering consultant deem the City Engineer and the City to have the status of a "client" of such consultant for purposes of the work performed by such consultant related to the Development, and particularly as such status reflects on the consultant's duties to provide accurate and timely information and reports to their clients on the progress of such work and problems related thereto, all in accordance with professional standards common to the profession. It is currently understood by both parties that Design Tree will serve as the Developer's engineering consultant for the design of the public improvements. It is currently understood by both parties that Design Tree will serve as the Developer's engineering consultant for the construction of the public improvements.
5. Prior to the City Engineer's approval of the plans and specifications for the public improvements, the Developer will tender a deposit of \$0 against which the Developer authorizes the City to draw for payment of City costs associated with the public improvements, including, but not limited to, costs associated with plan review, construction inspection by city personnel, testing, including televising of underground utilities, and the review and acceptance of the public utilities, including recording costs. In addition, the Developer understands that the deposit may be used to correct work not performed or work requiring corrective action whether or not such work is warranted as provided for in Paragraph 16 below, if the Developer's contractor fails to complete the work to City standards or to correct defects in such work in accordance with the requirements of this Agreement.
6. INTENTIONALLY OMITTED
7. INTENTIONALLY OMITTED

8. Prior to the issuance of individual building permits for a residential development or the Certificate of Occupancy for a commercial building, the Developer's engineer shall furnish record drawings prepared in accordance with City of Duluth Engineering Guidelines. These drawings shall indicate all changes made during construction. In addition to the record drawings, the Developer's engineer shall furnish digital comma separated value (CSV) files to provide location data for the following features (if and to the extent applicable to the Development):
- Sanitary manholes, sanitary wye connections, sanitary service bend fittings, sanitary service end caps and extensions, sanitary sewer couplings, the sanitary sewer pipe alignment, and tracer wire boxes.
 - Storm manholes, catch basins, storm aprons, storm culvert ends, storm water treatment BMP boundaries, private service connections, and storm pipe alignments.
 - Water main valves, water hydrant valves, water hydrants, water end caps, water pipe fittings, water service connections, water service valves, electrofusion couplings and the water main pipe alignment.
 - Gas main valves, gas service valves, gas tees, excess flow valves and the gas main/service alignment.
 - Infiltration and inflow pipes, private service connections, service bend fittings, service end caps, and service extensions.
 - Alignment points including centerline, control points, sawed X's, and monuments.
 - Elevation data within the CSV file is required on all utility features.

The CSV files will provide field names along the top row that include Feature Name, Northing, Easting, Elevation or Depth, and Date coordinates captured. The dataset shall be in the following coordinate system:

Projected Coordinate System: St Louis County Transverse Mercator System 96
Projection: Transverse_Mercator
False_Easting: 4757208.33333333
False_Northing: 3280833.33333333
Central_Meridian: -92.45000000
Scale_Factor: 0.99998529
Latitude_Of_Origin: 46.61666667
Linear Unit: Foot_US
Geoid: (Current)

All coordinates within the CSV files shall be collected during and following construction and reflect the actual installed conditions. Survey data shall adhere to the following standards:

- The horizontal accuracy of coordinates for buried items shall be within 1.0 foot.
- The horizontal accuracy of coordinates for exposed or above grade items that may be collected as part of the record drawing survey shall be within 0.1 foot.
- Vertical elevations items other than storm or sanitary sewer related objects shall be within 0.2 feet.
- Storm and sanitary sewer invert elevations shall be within 0.05 feet.

9. INTENTIONALLY OMITTED

10. As part of the public storm improvements, the Developer will construct, or cause to be constructed, a storm water system including permanent storm water quality and rate/flood control improvements. The storm water system will have sufficient capacity to receive all storm water flows for any and all future development as is currently known or expected to occur tributary to the project area. Upon acceptance of such system by the City, the City, for the benefit of the public, agrees to maintain and repair as necessary the permanent storm water improvements to be constructed as a partial requirement of the MPCA NPDES Stormwater permit and the City of Duluth Municipal Separate Storm Sewer System (MS4) Stormwater Permit. Changes to the storm water improvement construction or operation must be reviewed and approved by the City Engineer. All work to be performed by the Developer under this paragraph, including work or modifications carried out at the request or direction of the City, shall be paid for solely by the Developer and its successors in interest, if any, and at no cost to the City. The installation of all public water quality and rate/flood control structures on this project shall be inspected on a full-time basis and the engineering consultant shall certify the installation to the City Engineer. Record drawings will be provided for all public water quality and rate/flood control structures. .
11. The Developer will give formal notice to the City Engineer upon completion of the public utility improvements via certification by the Developer's engineering consultant that the public improvements have been constructed in complete accordance with applicable City engineering standards, as well as the approved plans and specifications. Upon receiving such notice/certification and record drawings, the City Engineer will inspect the public improvements. If the public improvements are in conformance with the applicable requirements, the City Engineer will direct that the City will assume ownership, operation and maintenance of them and return the balance of the deposit. If the public improvements are not in conformance with the applicable requirements, the City Engineer will provide formal notice to the Developer of the need for repair or replacement before the City assumes ownership, operation, and maintenance of them.
12. Until such time as ownership, operation, and maintenance of the public improvements is formally accepted in writing by the City Engineer, their operation and maintenance will be solely the responsibility of the Developer and its successors in interest, if any. This includes locating of pipes in accordance with the requirements of the Gopher State One Call System and plowing of snow for new City streets.
13. Future repairs of public utilities will be completed by the City or their designated contractor. Following excavation for any utility repair on private property, the Developer and its successors in interest are responsible for surface restoration.
14. To the fullest extent permitted by law, the Developer hereby agrees that it will defend, indemnify and hold harmless the City, the City Engineer and all other officers, agents, servants, employees and contractors of the City from and against any and all claims, demands, suits, judgments, costs and expenses (including reasonable attorneys' fees)

arising in any way out of the design and construction of the Development. Upon ten (10) days' notice from any such party, Developer shall appear and defend such party against any action of any kind arising out of this obligation. Provided, however, that nothing herein shall be deemed to require the Developer to indemnify any such party for amounts found by the trier of fact to have arisen solely out of such party's active or intentional negligence or intentional acts. Provided, further, however, that such obligation shall not apply to such liability arising from the ownership, operation and maintenance of the improvements as undertaken by the City.

15. The Developer agrees that it will require that the City Engineer and the City be named as additional insureds on all insurance policies required by the Developer from its engineering consultants as referred to in Paragraph 4 above and from all contractors providing services to the public improvement portions of the Development and will require that certificates of insurance be promptly furnished to the City Engineer evidencing such coverage.
16. Upon completion of the public improvements and acceptance of ownership by the City, Developer warrants for a period of two (2) years that the public improvements shall remain in proper working condition, order and repair as designed and are fit for their intended purpose; and that Developer and its successors in interest shall repair, replace or take other corrective action, at its own expense, for any defective work or material, as determined by the City Engineer. Developer further warrants and shall further repair, replace or take other corrective action for such corrective work for two (2) years after acceptance by the City.
17. Although the City Engineer has the authority to review and approve various plans and specifications for the improvements to be constructed as part of the Development, the City Engineer is not to be considered the project engineer for the purposes of the design or construction of the Development's streets and utilities, and the approval of the City Engineer of the design or construction or both of said streets and utilities shall not be a guaranty of the sufficiency or quality of said streets or utilities or of their compliance with codes applicable to such work. The City Engineer shall not be responsible for any errors or omissions of any kind whatsoever related to the design or construction of such improvements or any damages arising therefrom including consequential damages, whether to the Developer, to its engineering consultant or to any third party. The Developer agrees that, as between itself and the City and the City Engineer, it shall be solely responsible for any liability arising out of the design and construction of such improvements.
18. The Developer agrees, that upon written notice from the City Engineer, it shall, at its own expense, make repairs to damaged public streets, alleys and sidewalks where such damage is due to Developer's use of the road for hauling of materials, or due to the contractor's construction practices. The Developer shall repair such damage in a good and workmanlike manner as so that it is acceptable to the City Engineer. Any pavement repairs shall be completed prior to final acceptance of any public improvements by the

City, but in no event later than sixty (60) days after written notice from the City Engineer, weather permitting.

19. This Memorandum of Understanding may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(signature page follows)

City Engineer of Duluth, Minnesota

INDEPENDENT SCHOOL
DISTRICT NO. 709

Cindy Voigt, P.E.
City Engineer

Date: _____

Name: *Simone Zmich*
Its: *Exec. Dir. Finance & Operations*
Date: *8/27/26*

I acknowledge that I have read and understand the above document.
Design Tree

Michael J Gerber, PE
Design Engineer

Date: _____

SNOW REMOVAL AGREEMENT

THIS SNOW REMOVAL AGREEMENT is made by and between the **CITY OF DULUTH**, a Minnesota, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota, ("City") and **INDEPENDENT SCHOOL DISTRICT NO. 709.**, a public corporation and political subdivision under the laws of the state of Minnesota ("Owner").

RECITALS

- A. Owner owns the property in the City of Duluth, St. Louis County, legally described as Lots 1 through 31, Block 44, New Duluth First Division, and has a concurrent use permit over adjacent property described in Exhibit A as the Concurrent Use Legal Description, attached hereto and incorporated herein (together, the "Property"), and is the developer of the Stowe Elementary Parking Improvements to 101st Ave. West (the "Parking Project") to be constructed on the Property.
- B. Owner intends to construct or has constructed, pursuant to a Memorandum of Understanding (the "MOU") between Owner and the City, public and private improvements associated with the development of the Property in accordance with City Project No. 2392.
- C. The City has improved and maintains a public right of way known as 101st Avenue West, platted as First Ave. W., (the "Street") for public use.
- D. Owner obtained a concurrent use permit from the City to pave and stripe the easterly portion of the Street near 715 101st Avenue West via an ordinance for the Parking Project, which was approved by the Duluth City Council on May 26, 2026, on file as 26-010-O.
- E. Owner intends, as part of the development of the Parking Project, to construct a public parking area (the "Parking Area") over the Street and platted, public right of way, in the

area shown on Exhibit A and over a portion of the Owner's property on the east side of 101st Avenue West, shown on Plan sheet C201, attached as Exhibit B.

- F. The City and Owner desire to memorialize their agreement for snow removal from or over the Street and Parking Area.

NOW THEREFORE, for good and valuable consideration, Owner and City do hereby agree as follows:

1. **No Obligation of City.** The parties agree that the City has no obligation to remove snow or ice from the Parking Area constructed over the Street. The City will not plow the Parking Area.

2. **Owner Obligations.** Owner agrees that it will perform the following, as needed:

- a. Plow and salt the Parking Area within the Street; and
- b. Remove and relocate any ice or snow which the City may deposit along the Parking Area, parking spaces or sidewalk due to the City's snow plowing operations, including along the Street.

3. **City Snow Removal Operations.** The parties agree removal of snow deposited by the City due to the City's snow removal operations onto the Parking Area shall be the responsibility of the Owner, at their own expense and at no cost to the City. Owner hereby waives any objection to the depositing of snow on the Parking Area or public property generated in the normal course of plowing by the City. Owner understands and agrees that if it chooses to remove the snow from the Parking Area prior to the plowing of the Street by the City, the City will not be responsible for Owner's further removal of snow.

4. **Term; Termination.** The term of this Agreement shall commence as of the date of attestation of the City Clerk and shall be perpetual. The Owner acknowledges that termination of this Agreement is at the sole discretion of the City and that the City may terminate this Agreement in whole or in part by giving at least seven (7) days prior written notice of intent to terminate to the Owner. Notwithstanding the above, the City may terminate this Agreement immediately upon termination of the Concurrent Use Permit granted by Ordinance No. 26-010-O.

5. **Covenant running with the land.** This Agreement shall be deemed a covenant running with the land and shall be binding upon the Owner, its successors and/or assigns, and the parties shall record this Agreement against the Property.

6. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedication for public use of any portion of the easements referenced in this Agreement. No easement shall be implied by this Agreement.

7. **Time is of the Essence.** Time is of the essence of this Agreement.

8. Miscellaneous.

(A) **Entire Agreement; Binding Effect.** This Agreement, including any terms and conditions incorporated herein or attached hereto, constitutes the entire agreement between the parties, and there are no representations, oral or written, that have not been incorporated herein. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by either party.

(B) **Amendment.** This Agreement may be amended, renewed, extended, or canceled only by a written instrument executed on behalf of each of the parties hereto by an authorized representative of each party, and neither party shall, at any time or in any way, assert or contend that any amendment, extension or cancellation hereof has been made other than by a written instrument so executed.

(C) **Modifications.** The Owner acknowledges that additional development within the Property in the future may necessitate modifications to this Agreement, the MOU, or other agreements between the parties, and acceptance by the City of such terms and conditions.

(D) **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement, except with prior written consent of the other party.

(E) **Construction; Venue.** This Agreement shall be governed by and performed in accordance with the laws of the State of Minnesota, without giving effect to its conflicts of law provisions. Each party irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in or for St. Louis County for the resolution of any conflicts arising hereunder, agrees that such courts are the proper and convenient venue, and waives any claim that such venue is inconvenient.

(F) **Counterpart.** This Agreement may be signed in one or more counterparts all of which shall be treated as one and the same original agreement.

(G) **Severability.** If any provision hereof is found to be invalid or otherwise unenforceable in any court of competent jurisdiction, the allegedly invalid or unenforceable provision shall be deemed valid and enforceable to the maximum extent permitted by law and shall be deemed to be amended to the minimum extent necessary to make it valid and enforceable in such jurisdiction, and the alleged invalidity and/or unenforceability in such jurisdiction shall not affect the validity or enforceability of any other provision hereof in such jurisdiction or the validity or enforceability of the allegedly invalid and/or unenforceable provision, or of any other provision hereof, in any other jurisdiction.

(H) **Survival.** The following provisions hereof shall survive the expiration or earlier termination hereof: (i) all provisions hereof that specifically state that they shall survive the expiration or earlier termination hereof, and (ii) all provisions that, by their nature, should be reasonably anticipated by the parties to survive the expiration or earlier termination hereof.

(I) **Authority.** Each person executing this Agreement represents that the party on whose behalf the person is executing this Agreement has duly authorized the execution of

this Agreement and that such person is authorized to execute the Agreement on behalf of such party.

(signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: Simone Zurch
Name: Simone Zurch
Its: Exec. Dir. of Finance & Operations

ATTEST:

By: _____
Name: _____
Its: Clerk

Dated: _____

STATE OF MINNESOTA)

)ss

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2026
by _____ and _____, the School Board
President and Clerk of INDEPENDENT SCHOOL DISTRICT NO. 709, a public corporation and
political subdivision under the laws of the State of Minnesota, on behalf of the corporation .

CITY OF DULUTH

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

STATE OF MINNESOTA)

)ss

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2026 by Roger J. Reinert, the Mayor of the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota, on behalf of the city.

STATE OF MINNESOTA)

)ss

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2026 by Alyssa Denham, the City Clerk of the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota, on behalf of the city.

DRAFTED BY:

Office of the City Attorney

City of Duluth

411 W 1st St Room 440

Duluth, MN 55802

ADDITIONAL SIGNATURE PAGE NOT TO BE RECORDED

CITY OF DULUTH

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Aspirus Health St. Luke's Hospital, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2026 and shall remain in effect until June 30, 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** ECFE Parent Educator(s) will provide Amazing Newborn visits with families of newborn children 2-3 times per week year-round with the exception of school breaks and dependent on staff availability. Additionally, Parent Educators will attend birthing classes when invited to provide information and resources.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 0 per hour and \$0 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensation, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jen Jaros ECFE, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Aspirus St. Luke's Hospital, Attn: Stephanie Forslund, 915 E 1st St, Duluth, MN 55805.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all 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.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Meresa Hannu VP+CNO 41 0714079 8-25-2026

Contractor Signature

SSN/Tax ID Number

Date

[Signature]

8-31-26

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

 Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

 Check if the contract will be paid using Student Activity Funds

 x Check if the contract is a no-cost contract such as a Memorandum of Understanding

XX	X	XXX	XXX	XXX	XXX	XXX

Ernie Zurich

9/1/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Children's Museum, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 31, 2026 and shall remain in effect until June 30, 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent educator, Sarah Walker-Davis, will meet every other week, when Duluth Public Schools are in session, with families throughout the school year to offer early childhood and parenting education information, resources and support. Sarah will work with Women's Care Center staff to review any need for adjustment due to the needs of the families being served.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 0 per hour and \$0 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jen Jaros ECCE, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Women's Care Center, Attn: Jodie Sorvari, 103 East 1st St, Duluth, MN 55802.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all 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.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Deb Morgan 45-5168432 8-18-26

Contractor Signature

SSN/Tax ID Number

Date

[Signature] 8-31-26

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

 Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

 Check if the contract will be paid using Student Activity Funds

 x Check if the contract is a no-cost contract such as a Memorandum of Understanding

XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zmich 9/1/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Children's Museum, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 31, 2026 and shall remain in effect until June 30, 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duluth Public Schools Early Childhood Family Education's (ECFE) licensed parent education and early childhood staff will be gathering with pregnant and parenting teens and their families throughout the school year to offer early childhood and parenting education information, resources and support at the Duluth Children's Museum.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 0 per hour and \$0 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jen Jaros ECFE, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Children's Museum, 2125 W Superior St, Duluth, MN 55806.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all 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.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Drew Jensen

41-0718361 8/14/2026

Contractor Signature

SSN/Tax ID Number

Date

[Signature]

8-31-26

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

_____ Check if the contract will be paid using Student Activity Funds

 x Check if the contract is a no-cost contract such as a Memorandum of Understanding

XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zuniach

9/1/26

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair

Date