



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 730 East Central Entrance

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson

From: Kerry M. Leider

Date: January 28, 2013

Re: Limited Architectural Services for the Area Learning Center Testing Center – Meyer Group of Duluth, PC

Attached find two (2) copies of the Agreement between Independent School District #709 and Meyer Group of Duluth, PC for Limited Architectural Services for the Area Learning Center Testing Center at Historic Old Central High School. The total cost for this service is \$3,900.00.

I am recommending approval of the contract amount with Meyer Group of Duluth, PC to provide limited architectural services at ALC for the testing center. If you concur, please sign both copies of the agreement and return them to the Facilities Management office for processing.

Attachments

INDEPENDENT SCHOOL DISTRICT NO. 709
CONTRACT FOR CONSULTING SERVICES

THIS AGREEMENT is made as of this **22nd day of January, 2013**, by and between INDEPENDENT SCHOOL DISTRICT NO. 709, in St. Louis County, Minnesota, (hereinafter referred to as "District") and **Meyer Group of Duluth, P.C.** (hereinafter referred to as "Consultant").

1. **Employment.** The District hereby retains and employs Consultant to furnish services to the District for the term commencing **January 22, 2013** and ending **upon completion of work required.**

2. Consultant shall furnish the District, in accordance with the policies of the Board of Education, those general services outlined in the attached Summary of Services as provided in the attached proposal.

3. The District retains the right to employ other consultants at any time and for any reason deemed necessary or appropriate by the District.

4. During the term of this Agreement, the maximum total fees, including any reimbursed expenses, shall not exceed the sum of **\$3,900.00**, unless any additional sums are specifically authorized in advance by the Director of Business Services of the District.

5. The fees to be paid under this Agreement are as follows:

- a. **Summary of Fees.** See attached Proposal
- b. **Terms of Payment.** Payment shall be made by the District within 30 days of the application for payment by the Consultant;
- c. Any other terms of payment in the Summary of

Services are incorporated by reference into this Agreement.

6. This Agreement can be canceled by either party on 30 days notice in writing to the other party.

7. The Consultant shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>District Employee</u>	<u>Position</u>
Bill Hanson	Director of Business Services

8. The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or to their designees:

<u>District Employee</u>	<u>Position</u>
Kerry M. Leider	Property and Risk Manager

9. The Consultant shall perform its services to the best of its professional ability and efforts.

10. The Consultant shall maintain the following minimum insurance during the term of this Agreement: \$1,500,000.00 general and professional liability naming ISD #709 as the Certificate Holder.

11. **Independent Contractor.** Both the District and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes, including Federal, State and local taxes, arising out of the Consultant'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, and any other taxes or business license fees as required.

12. **Confidential Information.** The Consultant agrees that any information received by the consultant during any furtherance of the Consultant's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the District will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

13. **Protection of the District.** To the extent that work by the Consultant or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Consultant, the Consultant shall advise the District if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should be advised of any other facts or opinions regarding that work.

In all respects, the Consultant shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

14. **Arbitration.** Any disputes between the District and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Consultant and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute. Consultant shall include this paragraph in all its subcontracts dealing with the work of the District.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedure for the District Courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

15. **Indemnity and Defense of the District.** Consultant 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 Consultant 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.

16. **Contract Document.** This Contract also incorporates the other documents relating thereto and specifically including: **Meyer Group Proposal dated January 21, 2013.**

CONSULTANT:
Meyer Group of Duluth

By: _____
Its _____

Timothy L. Meyer
Principal / President

INDEPENDENT SCHOOL DISTRICT
NO. 709

By: _____

W. C. Hanson
Its Director of Business Services



410 US Bank Place, 130 West Superior Street, Duluth, MN 55802 | 218.727.1330 | Fax: 218.727.1338

ARCHITECTURE
PLANNING
PROJECT
MANAGEMENT
ENGINEERING
INTERIOR DESIGN
GRAPHIC DESIGN
OWNER'S
REPRESENTATION

1/21/2013

RECEIVED
JAN 23 2013

David J. Spooner - Supervisor of Maintenance & Construction
Duluth Public Schools
215 North 1st Ave East
Duluth, MN 55802

I.S.D. #709
FACILITIES MGMT

Re: **Proposal for Limited Architectural Services**
I.S.D. 709 - Duluth Schools - Old Central High School - Administration Building
Area Learning Center Office - Testing Center
(13-002)

meyergroupduluth.com

David -

As discussed, here is our Proposal for Limited A&E Services for the above referenced project.

We are planning to provide the following limited scope of services:

- Field Measurement & Verification of Existing Conditions
- Preparation & Drafting of CADD Floor Plan Backgrounds - 11 x 17
- Preparation of Building Code Review / Code Summary Information
- Pre-Permit Review Meeting(s) w/ City of Duluth - Building Safety Office
- Contract Document Drawings - Plans, Sections, Details & Elevations - 11 x 17
- Review Meetings with Duluth Schools Administration & Staff - Two (2) provided

We propose to provide these limited Architectural Services for a Lump Sum Fee of:
\$ 3,900.00

Proposal does not include Mechanical, Electrical or Structural Engineering. Documents will include locations of electrical & mechanical items for direction to respective mechanical, plumbing & electrical contractors in a "Design/Build" format.

Reimbursable expenses would include printing, copying and any additional presentation materials beyond those listed. Any Mileage, travel and subsistence expenses required outside the Duluth Metro are also reimbursable.

Thanks again for this opportunity to serve Duluth Schools - ISD #709. We will consider a signed Agreement as our Notice-to-Proceed.

Thanks, Tim

Tim Meyer, AIA, CID, LEED AP
Principal Architect
Meyer Group of Duluth, P.C. - Architects

A signature on this proposal signifies an acceptance of these terms and a notice-to-proceed with this work:

Terms Accepted by:

Date:



410 US Bank Place, 130 West Superior Street, Duluth, MN 55802 | 218.727.1330 | Fax: 218.727.1338

ARCHITECTURE
PLANNING
PROJECT
MANAGEMENT
ENGINEERING
INTERIOR DESIGN
GRAPHIC DESIGN
OWNER'S
REPRESENTATION

2013 - Standard Hourly Rates:

meyergroupduluth.com

Principal Architect	\$ 150.00 / Hr
Project Architect	\$ 110.00 / Hr
Project Manager	\$ 100.00 / Hr
Project Designer	\$ 90.00 / Hr
Interior Designer	\$ 90.00 / Hr
Planner	\$ 85.00 / Hr
Grant-writer	\$ 75.00 / Hr
CADD Technician	\$ 75.00 / Hr
3-D Technician	\$ 75.00 / Hr
Graphic Designer	\$ 75.00 / Hr
Clerical	\$ 50.00 / Hr

Reimbursable Expenses:

Expenses connected with the work such as travel, vehicle rental, equipment rental, subsistence, lodging, etc., will be charged at cost. Outside consultants, soil testing service, etc. will be charged at cost plus 10%. Vehicle mileage will be charged at \$0.62 per mile. Printing expenses will be charged as follows: standard format prints/copies @ \$0.20/page; large format prints/copies @ \$0.30/sq.ft.

Rates Effective: 1/1/2013

AGREEMENT

THIS AGREEMENT made and entered into this 19th day of December, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Akiko Maeker, independent contractor doing business as Interculturalist, LLC, 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. This Agreement shall be deemed to be effective as of December 1st, 2012 and shall remain in effect until June 20th, 2013, 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. Contractor shall provide the following services:

- Meet with district personnel to understand scope of services they will be providing
- Provide consultation, coaching, training and strategic planning with District personnel and IDI Qualified Administrators on the IDC and the IDI.
- Provide Project Manager (Joan Sargent) with relevant feedback following consultation.

3. **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 6,500.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN)/and or SSN on any invoice to be 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 and/or SSN is provided.

4. **Requests for Reimbursement.** Contractors will be paid in the following manner: Contractor will **submit an invoice** to the not to exceed 5,000 for providing consultation on implementation of the Intercultural Development Continuum and the Intercultural Development Inventory. Once the Invoice is approved, payment will be made in full-agreed amount. Payment will be made by the district within 30 days of submission of a proper invoice by Contractor.

5. **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.

6. **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.

7. **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.

8. **Indemnity and defense of the District.** Contractor hereby agrees to Denfeld, 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.

9. **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 care of Ron Hagland, ISD 709, Duluth Public Schools, 215 N. 1st Avenue East, Duluth MN 55802. 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 AKiko Maeker, Interculturalist LLC, 360 Larpenieur Ave. W., St. Paul, MN 55113.

10. **Assignment.** Contractors 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.

11. **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.

12. **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.

13. **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.

14. **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.

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.

INDEPENDENT SCHOOL DISTRICT NO 709

CONTRACTOR

Ron Hagland 1-14-13
Program Director

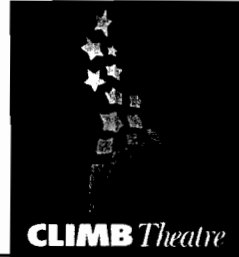
W. Chanson 1/22/13
Director of Business Service date

AKiko Maeker 1-4-2013

AKiko Maeker
Name date

Interculturalist LLC
Title/Business

[REDACTED]
Taxpayer Identification Number



CLIMB Theatre Master Contract Agreement

6415 Carmen Avenue East • Inver Grove Heights • MN • 55076
651-453-9275 / 800-767-9660 • 651-453-9274 fax • www.climb.org

Billing Organization
ORG07143
Nettleton Magnet Elementary School
108 East 6th Street
Duluth, MN 55805

Contact: Heilig, Stephanie • (218) 733-2172

Other Supporting Organization (if any)

THIS AGREEMENT is made and entered into as of 9/13/2012 by and between **CLIMB Theatre Inc.**, a Minnesota not-for-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes (hereinafter "CLIMB") and Nettleton Magnet Elementary School (hereinafter "Host Organization").

THE PURPOSE OF THIS AGREEMENT is to set out the terms and conditions whereby CLIMB will provide dramatic and educational programming for the Host Organization at the times and locations set forth in this agreement.

The terms and conditions of this Agreement are as follows:

- 1. Programming** - CLIMB hereby agrees to provide programs according to the list at the end of this contract.
- 2. Payment** - Host Organization shall pay to CLIMB a total of **\$2254** on or before 1-10-2013 by delivering payment to CLIMB at its offices at 6415 Carmen Avenue E., Inver Grove Heights, MN, 55076, for services rendered.
- 3. Ownership of Performance Rights** - The programming governed by this Agreement is the exclusive property of CLIMB or represent property duly licensed to CLIMB. Host Organization agrees that it shall not reproduce the programming in any fashion or appropriate the content of the programming, or any portion thereof, for its own use. Further, the Host Organization shall not photograph, film, videotape, or otherwise record or preserve the program(s), or portion thereof, without written permission from CLIMB. This does not preclude photographs for yearbook or other in-school use of photographs or coverage by local press, which is encouraged. Please notify CLIMB of any media coverage you intend to pursue. CLIMB shall retain all rights to program(s), including the exclusive right to record, photograph, broadcast, film, or publicize CLIMB's program(s) except as may be agreed upon by the parties.
- 4. Cancellation** - In the event that the program(s) is(are) cancelled at the instigation of the Host Organization, and are not due to a Force Majeure event, with less than four weeks' notice, said Organization will be assessed a \$100.00 cancellation fee. Cancellation with less than two weeks notice, said Organization will be assessed a 50% cancellation fee.
- 5. Force Majeure** - As the program(s) governed by this Agreement may be subject to interruption by the sickness, inclement weather, accident, act of God or legitimate unforeseeable circumstance, it is agreed that neither party shall be entitled to damages from the other in the event program(s) are interrupted or cancelled by such circumstances.
- 6. Rescheduling** - In the event that weather or other conditions beyond either party's control force postponement of this program, the activity shall be rescheduled for a date mutually agreed to by both CLIMB and Host Organization.
- 7. Governing Law and Arbitration** - This Agreement is to be governed by the laws of the State of Minnesota, and any dispute relating to the interpretation of this Agreement arising from the terms hereof or performance hereunder by either party will be arbitrated under the auspices of the American Arbitration Association at its Minneapolis, MN office.
- 8. Entire Agreement** - This Agreement contains the entire understanding of the parties hereto with respect to the subject 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.


Date Time	Performance Site Name of Performance	Charges		Support Funds			Amount To Be Paid By		
		Program	Travel	Program	Travel	MSAB	"Other"	PerfSite	Bill Org
1-9-13	Congdon Park Elementary								
7:50am	Interplays - Bullying	1,152.00	252.00	277.00				0.00	1,127.00
Sections:	6 #Students: 526								
Gr/#Seen:	K-5, 1x								
1-10-13	Nettleton Magnet Elementary School								
8:00am	Interplays - Bullying	1,152.00	252.00	277.00				0.00	1,127.00
Sections:	6 #Students: 400								
Gr/#Seen:	K-5, 1x								
Totals		2,304.00	504.00	554.00				0.00	2,254.00

***** Program Support Funds consist of income earned through CLIMB's charitable gaming activities and contributions from businesses, corporations, foundations, and individuals.**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS 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.

Peg Wetli, Executive Director
CLIMB Theatre

Date



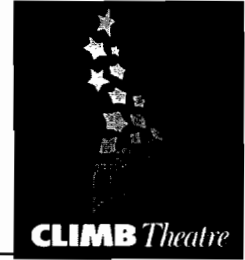
Signature
Nettleton Magnet Elementary School

1/21/13

Date

CFD

Title



CLIMB Theatre SubContract Agreement

6415 Carmen Avenue East • Inver Grove Heights • MN • 55076
651-453-9275 / 800-767-9660 • 651-453-9274 fax • www.climb.org

Performance Site

ORG01933
Congdon Park Elementary
~~3416 East Superior Street~~
Duluth, MN ~~55012~~

Contact: Kusch-Marshall, Kathi • (218) 336-8825 X303

Primary Billing Organization

Org ID#: ORG07143
Nettleton Magnet Elementary School
108 East 6th Street
Duluth, MN 55805

Contact: Heilig, Stephanie • (218) 733-2172

THIS AGREEMENT is made and entered into as of 9/13/2012 by and between **CLIMB Theatre Inc.**, a Minnesota non-for-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes (hereinafter "CLIMB" and Congdon Park Elementary (hereinafter "Host Organization").

THE PURPOSE OF THIS AGREEMENT is to set out the terms and conditions whereby CLIMB will provide dramatic and educational programming for the Host Organization at the times and locations set forth in this agreement.

The terms and conditions of this Agreement are as follows:

- 1. Programming** - CLIMB hereby agrees to provide programs according to the list at the end of this contract.
- 2. Payment** - Host Organization shall pay to CLIMB a total of **\$0** on or before 1-9-2013 by delivering payment to CLIMB at its offices at 6415 Carmen Ave. E., Inver Grove Heights, MN 55076, for services rendered.
- 3. Ownership of Performance Rights** - The programming governed by this Agreement is the exclusive property of CLIMB or represent property duly licensed to CLIMB. Host Organization agrees that it shall not reproduce the programming in any fashion or appropriate the content of the programming, or any portion thereof, for its own use. Further, the Host Organization shall not photograph, film, videotape, or otherwise record or preserve the program(s), or any portion thereof, without written permission from CLIMB. This does not preclude photographs for yearbook or other in-school use of photographs or coverage by local press, which is encouraged. Please notify CLIMB of any media coverage you intend to pursue. CLIMB shall retain all rights to program(s), including the exclusive right to record, photograph, broadcast, film, or publicize CLIMB's program(s) except as may be agreed upon by the parties in writing.
- 4. Cancellation** - In the event that the program(s) is(are) cancelled at the instigation of the Host Organization, and are not due to a Force Majeure event, with less than four weeks' notice, said Organization will be assessed a \$100.00 cancellation fee. Cancellation with less than two weeks notice, said Organization will be assessed a 50% cancellation fee.
- 5. Force Majeure** - As the program(s) governed by this Agreement may be subject to interruption by the sickness, inclement weather, accident, act of God or legitimate unforeseeable circumstance, it is agreed that neither party shall be entitled to damages from the other in the event the program(s) are interrupted or cancelled by such circumstances.
- 6. Rescheduling** - In the event that weather or other conditions beyond either party's control force postponement of this program, the activity shall be rescheduled for a date mutually agreed to by both CLIMB and the Host Organization.
- 7. Governing Law and Arbitration** - This Agreement is to be governed by the laws of the State of Minnesota, and any dispute relating to the interpretation of this Agreement arising from the terms hereof or performance hereunder by either party will be arbitrated under the auspices of the American Arbitration Association at its Minneapolis, Minnesota office.
- 8. Entire Agreement** - This Agreement contains the entire understanding of the parties hereto with respect to the subject 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.

CLIMB Theatre Sub-Contract Agreement

Contract # 46191

Congdon Park Elementary				Charges		Support Funds			Amount To Be Paid By		
				Program	Travel	Program	Travel	MSAB	"Other"	PerfSite	Bill Org
1-9-13	Interplays - Bullying										
7:50am	Sections: 6	#Students: 526		1,152.00	252.00	277.00				0.00	1,127.00
Gr/#Seen: K-5, 1x											
Totals				1,152.00	252.00	277.00				0.00	1,127.00

***** Program Support Funds consist of income earned through CLIMB's charitable gaming activities and contributions from businesses, corporations, foundations, and individuals.**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS 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.

 Peg Wetli, Executive Director
 CLIMB Theatre

 Date

W. Hanson

1/21/13

CFD

 Signature
 Congdon Park Elementary

 Date

 Title

Incognito, Inc.

**Michael S. Fosberg
6110 N. Francisco Ave.
Chicago, IL 60659-2502
773.856.3399**

www.incognitotheplay.com

Letter of Agreement

AGREEMENT made this **10th of January 2013**, by and between INCOGNITO, INC. / MICHAEL FOSBERG, 6110 N. Francisco Ave. Chicago, Il 60659 (herein after referred to as "ACTOR") and **Denfeld High School, 4405 West 4h Street, Duluth MN**, (herein after referred to as "PURCHASER"). It is mutually agreed by and between the parties as follows:

1. PURCHASER agrees to engage ACTOR to for **one performance** of his one-man play, "Incognito", at Auditorium/Theatre Space TBD (PURCHASER will provide venue details) to be performed on **January 22, 2013, at after noon hour TBD** followed by a 10-30 minute post-show discussion with audience.
2. It is agreed that as full compensation for the services mentioned herein, PURCHASER will pay ACTOR in United States currency, certified check, money order, or accepted bank draft the sum of **\$1200 (One Thousand Two Hundred Dollars) for one performance**. A 50% deposit is due upon signing of this contract with the balance due the day of performance. (Please make checks payable to: Incognito, Inc. Federal EIN # 36-4449428).
3. PURCHASER agrees to provide ACTOR an appropriate space in which to perform Incognito, (preferably a theater but not mandatory - with a stage space of no less than 12'x16'), including basic stage lights and sound system, eight (8) armless chairs and a small table or desk (to be used as set pieces), a lavalier ("hands-free", or lapel) wireless microphone, and an off-stage dressing area. PURCHASER further agrees to provide a

person to operate the stage lights and run a maximum of four (4) sound cues for the presentation. This will require a "dry-tech" of approx. 30 minutes, prior to the presentation. ACTOR will provide a sound disc (with a maximum of four sound cues).

Please NOTE: The topics and material covered within the program demand a certain type of controlled environment. If the show is presented in a very open and public space (such as a cafeteria or lobby), people socializing or freely passing through the area with no interest in watching the show disrupt the presentation and effectiveness of the message. The show is best experienced in a more intimate setting with decent acoustics. Therefore, INCOGNITO will NOT be performed in the following venues: chapels and gymnasiums (because of sound issues), cafeterias or recreational rooms when food is being served, or recreational rooms/atriums that get a lot of through traffic at the time when the show would be presented. [SPECIAL ARRANGEMENTS MAY BE CONSIDERED IF DISCUSSED AT LEAST 30 DAYS PRIOR TO PROGRAM].

4. PURCHASER shall provide ACTOR no less than 30 minutes set up time in the space, not including the time provided for the dry tech described in paragraph 3 above. In the event that more than one show is to be performed, PURCHASER shall provide ACTOR a minimum of 30- minutes following the post-show discussion before the subsequent show is performed.

5. PURCHASER should be aware of the theatrical nature of this presentation. The ACTOR assumes that audiences will respect the nature of a theatrical performance, and understand the difference between enthusiastic participation and disrespectful disruption. Nonetheless, some audience members can become unruly. ACTOR expects the cooperation of student leaders, faculty members, and staff at keeping the theatrical nature of the show in tact without distraction. PURCHASER shall eject particularly disruptive audience members. In worst-case scenarios, ACTOR reserves the right to stop the show if he feels threatened or if an audience has effectively altered the show through disruptive behavior.

6. This agreement is made in reliance upon PURCHASER'S good reputation for the prompt discharge of all contract obligations. In the event PURCHASER refuses or

neglects to provide any of the items required to be provided by PURCHASER hereunder and/or fails to make any of the payments required to be made by PURCHASER hereunder, ACTOR shall have the right to refuse to perform services provided herein. Notwithstanding the exercise of such right by ACTOR, any amount theretofore paid to ACTOR by PURCHASER shall be retained by ACTOR, and the balance of the contract terms provided for herein shall immediately become payable to ACTOR.

7. This Agreement shall be executed by PURCHASER and a copy returned to and received by ACTOR together with the deposit described in paragraph 2 above, no later than **7 days from the date of this agreement**. In the event that PURCHASER does not so return to ACTOR the executed Agreement together with the above referenced deposit, then the provisions of paragraph 6 above shall apply and ACTOR shall have the right to refuse to perform services provided herein.

IN WITNESS HEREOF, the parties have duly executed this Agreement as of the day and year first above written.

For: **INCOGNITO, INC.**
"ACTOR"

For: **Denfeld High School**
"PURCHASER"



Michael Fosberg
Signature

President
Title



Signature
CFD
Principal
Title

Print Name
Bill Hanson
Lorissa M. Sommers

DECC

DULUTH ENTERTAINMENT CONVENTION CENTER

RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **Duluth Public Schools**
(hereinafter referred to as the "Permittee")

Address: **ALC, 215 N. 1st Avenue E, Duluth, MN, 55802**

Telephone: **218-336-8700, extension 1162**

Contact Name: **Brenda VanDell**

For the Sole Purpose of: **ALC/Unity Graduation**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

June 4, 2013 (Tuesday)
Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,100.00 (Two Thousand One Hundred Dollars and no cents)

Plus the following:

Additional Microphone: \$27.00

DECC Screen/AV Cart: \$44.00

DECC Upright Piano: \$100.00, plus tuning at current rate

DECC Parking Passes: \$5.00 each, or current rate

Equipment List and Audio-Visual - (Effective 1/2013) or current rates

Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.

6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.
7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a SMOKE FREE BUILDING. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insureds** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the

running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 9th day of November, 2012

DULUTH ENTERTAINMENT CONVENTION CENTER

Attest: _____
President
Duluth Entertainment Convention Center
Authority

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

Alan N. Power *W. Ch...*

Permittee Signature

Principal

Permittee Title

12/4/12 *1/4/13*

Date

Rev 12/08

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of December, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Men As Peacemakers, 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 March 1, 2013, and shall remain in effect until March 31, 2013, 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. Ron Hagland, District Representative as Project Supervisor.
2. **Performance.** The 2013 Women's Welding project is an extension of programming that started in 2010. Each year the project is a huge success where girls not only learn new skills but also are recognized for their completion of a college course. The Women's Welding Project will take place at a local technical college.

Some goals of this project are as follows:

- Support the idea of college and encourage the girls to consider a college career or further education beyond high school. By receiving a college credit, the girls are encouraged to continue further education past high school.
- Introduce the girls to a traditionally male dominated field and offer an opportunity to interact with a positive female role model (the instructor) who is succeeding in a traditionally male dominated field.
- Empower: Working on a hands-on project to create a tangible object while working with large machines, fire, and tools is empowering.
- Create a team building and trust building opportunity, expanding positive relationships between the girls and female participants.
- Community Colleges are typically small campuses, with good student/teacher ratios. This is a good potential match for the girls in the program.
- The welding program is short (under 1 year) and gives the opportunity to have a high paying job upon graduation. This is a good potential match for the girls in the program.
- Community resources will collaborate, providing girls with opportunities to connect with other adult community members and intervention programs. This program would be collaboration with the following community programs: Men As Peacemakers, Denfeld High School, and Office of Education Equity.

The course will begin in March 2013. The course will meet four times for 3-4 hours per session. This will be a pass/fail partial college credit course. All girls who complete the course will receive a college ID and college Welding credit.

The following is a detailed approximate budget plan:

\$2500.00 costs for 14 girls to attend the class (college participation costs), earn college credit and cover material costs.

\$200.00 cost transportation for 14 girls.

\$50.00 for material costs to make DVD's for each girl and funders.

\$100.00 for expenses related to food, certificate frames, snacks, or other miscellaneous expenses.

Total amount: \$2850.00

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.

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 \$2850.00. 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 in the amount of two thousand eight hundred and fifty dollars upon approval of contract by district and 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 care of: Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. 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: Men as Peacemakers, Attention: Gina Gallagher, 205 W 2nd St Suite 15, 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.


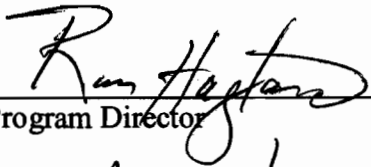

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide Worker's 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.

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.

 Contractor	Fed Tax ID # SSN/ Tax Identification Number	1/3/2013 Date
 Program Director		12-21-12 Date
 Director of Business Service / Superintendent of Schools		1/7/13 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of December, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Community Action Duluth, 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 December 3, 2012, and shall remain in effect until June 6, 2013, 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.** Contractor shall provide the following services: Provide necessary background checks for childcare personnel and coordination of services needed which includes: providing childcare related to PASS Workshops, Parent conferences, field trips, etc. (Providing childcare is the time spent onsite with the children). Coordinating childcare services to be provided which includes: phone calls, emails, scheduling childcare providers, and preparation of structured activities for the children. PASS Workshops to take place at designated schools within ISD 709.
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.
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 \$4700.00. 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: TIN 41-141-067-0.
5. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$15.00 per hour for providing childcare and \$20.00 per hour to coordinator for preparation and set up/clean up. Payment shall be made upon receipt of invoice received by the district, after services are rendered each week.
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 care of: Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. 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: Community Action Duluth, Attn: Angie Miller, 19 N 21st Ave W, 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 Worker's 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.

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.

<u>Angie Miller Community Action</u>	<u>[REDACTED]</u>	<u>12.26.12</u>
Contractor	SSN/ Tax Identification Number	Date
<u>[Signature]</u>		<u>12-21-12</u>
Program Director		Date
<u>W C Hanson</u>		<u>1/7/13</u>
Director of Business Service / Superintendent of Schools		Date

LEASE AGREEMENT

Name: <u>RON SOLBERG</u>	Date: <u>1/2/2013</u>	46342	Contract Number
Name: <u>KELLOGG SQUARE</u>		Reference	PREVIOUS
Address: <u>111 E. KELLOGG BLVD. #811</u>		Salesman	JM
Delivery To <u>ST. PAUL, MN</u>		Bus. Phone	
14541		Res. Phone	612.201.0195
Rental Period (Month_Day_Year)		Lease Expires	5/31/2013
From: <u>1/4/2013</u> To: <u>5/31/2013</u> week thereafter		Caretaker	OFFICE 11AM TO 2PM
		Phone	
		Del. Date	1/4/2013

TAKE NOTICE: INSPECT THIS MERCHANDISE - DAMAGE AND LOSS MUST BE PAID FOR

Factory	Stock Number	Quan.	Item	Monthly Rent
		1	RECLINER	\$92.00
		1	FLOOR LAMP	
		1	TABLE AND 4 CHAIRS	
		1	QUEEN BED (NO HEADBOARD)	

PROVISIONS OF LEASE AGREEMENT

The above-described property of Quality Furniture Rental, "Owner," is hereby leased to the undersigned "Lessee" on the following terms:

- In addition to the initial charge as set forth herein, this lease obligates the Lessee for a total of 4 monthly rental payments of \$108.24 or a total of \$432.96 included in the foregoing amount is Minnesota sales tax of \$7.04 per month or a total of \$28.16. Monthly rent is due on or before the first day of the month in advance.
- The Lessee must insure the leased property against the hazards enumerated in the Standard Minnesota Fire Insurance and Extended Coverage Endorsement for the full insurable thereof for the term of the lease. The Owner may waive this requirement if the Lessee agrees to pay a monthly waiver fee equal to 10% of the monthly rent stipulation above.
- The Lessee will use the property prudently and solely for its intended purpose and will be responsible for any damage resulting from negligence, willful and/or unexplained disappearance or theft. Lessee is responsible to keep the leased property reasonably clean and free of damage from pets. The Owner is responsible for ordinary wear and tear to the leased property.
- The Owner may terminate this lease and take immediate possession of the leased furniture without the necessity of legal process upon the default of the Lessee in any of his/her obligations hereunder including but not limited to failure to pay and monies due hereunder; bankruptcy of the Lessee; abandonments of the leased property; moving or appearance of a plan to move leased furniture without the Owners prior written consent; or surrender of the leased property to a third party person. This right to terminate and take possession is in addition to any other remedies which the Owner may have and the Lessee shall be obligated to reimburse the Owner for expenses incurred to repossess its furniture including reasonable attorney's fees and court costs.
- Receipt of a copy of this lease is hereby acknowledged and it is understood that delivery of the leased property is subject to credit approval. Execution of this lease constitutes authority to institute credit investigation.
- If default by Lessee is alleged by the Owner, then this lease authorizes the representative of the Owner to enter the premises where the leased property is located in accordance with Paragraph 5 on the reverse side of this lease.
- THE ADDITIONAL PROVISIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS LEASE, + Lessee(S) acknowledge having read same terms.**

		Monthly Charge	
Rent			\$92.00
Sales Tax			\$7.04
Insurance Waiver			\$9.20
Total			\$108.24
Rent Through (Mo., Day, Yr)	Initial Charge		\$92.00
Sales Tax			\$13.16
Insurance Waiver			\$9.20
Damage & Security Deposit			
Delivery & Pickup			\$80.00
Total			\$194.36
Check			
Cash			
C.O.D			
LATE CHARGE NOTICE			
Any payment received after the 5th day of the month is			
Note: Lessee is required to give owner at least five days written notice of requesting pick-up			
Signature: _____			
\$30.00 CHARGE AGAINST A FAILED DELIVERY			
Signature: _____			

LESSEE
LESSEE

AK Hanson

AGREEMENT

1 w/h **THIS AGREEMENT**, made and entered into this 8th day of January 8, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and ~~Mr. Duane Byrd dba~~ Youth of Duluth, an independent contractor, hereinafter called Contractor. 1 w/h

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. This agreement also clarifies the District will provide Contractor with a one-time payment.

Ron Hagland, Coordinator of the Office of Education Equity is the designated Contractor contact and project Supervisor.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 8, 2013 and shall remain in effect until March 31, 2013 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.**

Project Overview

The Youth of Duluth Study Ball program emphasizes the importance of studying. Along with being a "homework hotspot", participants will be given an hour of instructional basketball. YOD recognizes that one reason students are primarily at-risk is that they have failed to develop healthy study habits. YOD will actively tutor and support all students. The hours will be Monday through Friday from 2:30 p.m. to 6:00 p.m. One hour will be devoted to character development and basketball skills. The YOD Study Ball program will be housed at the Old Central High School gymnasium.

Program Objectives

The Youth of Duluth organization understands the importance of collaborating with the district in an effort to assist the district with achieving their goals. The Study Ball program's goals are in alignment with two of the three aims of the district: High Achievement for All and a Safe, Welcoming Environment for Everyone in Our Schools.

Goals

- A. Increase parental engagement at school
- B. Improve academic performance at school
- C. Increase appreciation and respect of cultures
- D. Improve healthy study habits
- E. Increase test performance- reducing the achievement gap

F. Identify at risk students and provide support

G. Increase positive, acceptable behavior at school and within the community

Program Evaluation

The YOD Study Ball program will use several tools to evaluate program success. They include:

1. Attendance: improvement of both absenteeism and tardiness
2. Report cards and progress reports from students
3. Standardized test scores, if available
4. Daily reports as provided by teachers

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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to a one time start up payment to help Mr. Duane Byrd initiate the Winter Youth of Duluth Program. Mr. Duane Byrd agrees to find other funding sources to support the continuation of this program's activities and services for the duration. Contractor will receive from the District \$2,900.00 as startup funding upon approval of the contract and the next regular check writing process. Payment to the Contractor shall be made by check sent by mail to the following address as provided by the Contractor: Youth of Duluth, Attn: Duane Byrd, 719 East Second Street, Floor 1, Duluth, MN 55805.

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. Contractor will receive from the District a one-time payment of \$2,900.00 as start-up funding upon approval of this contract and the next regular check writing process.

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 care of, Office of Education Equity Coordinator, Ron Hagland, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. 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 Youth of Duluth, Mr. Duane Byrd, 710 East Second Street, Floor 1, Duluth, MN 55805 218.340.5462.

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.

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

Workers' Compensation Insurance: Contractor must provide Worker's 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.

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.

<u><i>Ronald E. Bend</i></u>	<u>XXXXXXXXXX</u>	<u> </u>
Contractor	SSN/ Tax Identification Number	Date
<u><i>W. Hanson</i></u>	<u><i>W. J. Smith</i></u>	<u><i>1/9/13</i></u>
Director of Business Service / Superintendent of Schools		Date

DECC
DULUTH ENTERTAINMENT CONVENTION CENTER
REVISED RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**
(hereinafter referred to as the "Permittee")

Address: **301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Laurie Knapp**

For the Sole Purpose of: **East High School Graduation 2013**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

June 5, 2013 (Wednesday)
Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,425.00 (Two Thousand Four Hundred Twenty Five Dollars and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2013) or current rates

Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.

7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional Insured** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 7th day of January, 2013

DULUTH ENTERTAINMENT CONVENTION CENTER

Attest: _____
President
Duluth Entertainment Convention Center
Authority

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



Permittee Signature

CFD

Permittee Title

1/11/13

Date