

## Duluth Community School Collaborative

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July 2019, by and between ISD 709 Duluth Public Schools, hereinafter called "ISD 709" and the Duluth Community School Collaborative, hereinafter called "DCSC".

### **THE PURPOSE OF THE AGREEMENT:**

DCSC manages the Grant Community Recreation Center Building, together with various fixtures and personal property contained therein, located at 901 E. 11<sup>th</sup> Street, City of Duluth, St. Louis County, Minnesota (hereinafter the "premises".)

This agreement is to set out the terms and conditions whereby ISD 709's Early Childhood Family Education (ECFE) and Early Childhood Screening programs will utilize space within the premises at the times set forth in this agreement.

### **THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:**

1. **Term:** This Agreement shall be deemed to be effective as of for July 1<sup>st</sup> and shall remain in effect until June 30<sup>th</sup>, 2020 and shall be reviewed thereafter for future use.

2. **Dates and spaces utilized:**

August 15, 2019- June 15, 2020

Youth Room side of the Grant Recreation Building including bathrooms and office area. If other areas are needed, this may be arranged with the DCSC Administrator. DCSC Administrator must approve requests in advance based on availability of space.

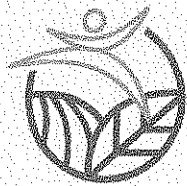
3. **Maintenance and Operation:**

3.1 During the period of time that the building is being used by ISD 709, staff of the programs shall be responsible for daily routine cleaning of the premises and placing trash and recycling into on-site containers. On the community room side of the building, if used, its kitchen, equipment, furniture and supplies should be kept clean and free of any extraneous items. The bathrooms, in particular should be kept clean and stocked with supplies so that they are in good shape when the building is being used by other groups.

3.2 ISD 709 will contact the DCSC immediately with any building concerns.

3.3 ISD 709 shall be responsible for supervising the building and its use during use by its staff and participants. Staff will ensure only appropriate areas are used.

3.4 ISD 709 will ensure that the building is secured and all doors and windows are locked after building use.



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3.5 ISD 709 will pay an annual fee (see Section 4. Payment) to DCSC to provide basic supplies for cleaning and maintenance, such as garbage bags, cleaning products, toilet paper, etc. They will alert the DCSC Administrator if additional supplies are needed.

3.6 ISD 709 agrees to implement a parking plan if needed, which follows parking laws and directs and encourages overflow parking to utilize the school parking lot.

3.7 ISD 709 will store all program materials in a manner that keeps the program space clear of materials and equipment that would interfere with use of the space during non-program times.

3.8 ISD 709 will operate in a spirit of collaboration with other building users, attending quarterly building users meetings, seeking to maximize value of this facility to serve the community, and being conscientious stewards of the building.

4. **Payment.** ISD 709 agrees to pay a \$150 annual fee to cover any additional staff, maintenance and supply costs that DCSC may incur for the building.

5. **Request for Payment.** DCSC shall request payment at the beginning of the contract period. ISD 709 will pay this fee within one month of receiving the request.

6. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever.

7. **Assignment.** ISD 709 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 DCSC.

8. **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.

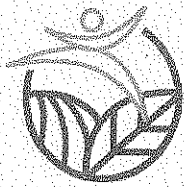
9. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

10. **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.

11. **Data Practices.** ISD 709 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.

12. **Insurance.** ISD 709 shall not commence work under the contract until they have obtained all the insurance described below and City of Duluth has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

**General Liability:** ISD 709 is required to maintain insurance, which includes the Grant Recreation Center building, 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



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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.

Katherine Mueller  
Katherine Mueller, DCSC Administrator

7/29/19  
Date

\_\_\_\_\_  
Board Chair, ISD 709

\_\_\_\_\_  
Date

Latrina Ebo  
ISD 709 CFO/Executive Director of Business Services

7-30-19  
Date