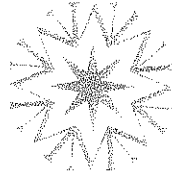


F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2017	57000		\$3000		TBD



Minnesota
STATE COLLEGES
& UNIVERSITIES

**FACILITIES USE AGREEMENT
OFF-CAMPUS FACILITIES ONLY**

THIS FACILITIES USE AGREEMENT is between Independent School District #709 ("Licensor"), 215 N 1st Ave East, Duluth MN 55802-2069 ("Licensor") and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College, 2101 Trinity Road, Duluth MN ("MnSCU").

1. **PERMITTED USE.** Licensor agrees to allow MnSCU use of the following (hereinafter defined as the "Space"):

Location: Lincoln Park Middle School Athletic Field at, 3215 W. 3rd Street, Duluth MN

Date and Time: August 21, 2016 – October 30, 2016 (Schedule attached)

Description of Activity or Event: LSC Men's and Women's Soccer Games

2. **SEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of no more than \$3000.00 (Three Thousand and 00/100 Dollars) for use of the field, which shall be payable within 30 (30) days of MnSCU's receipt of Licensor's invoice.
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of August 10, 2016 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 30, 2016. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.
4. **AUTHORIZED REPRESENTATIVES.**

All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

Name/Title: Mike Seymour,
Vice President of Academic & Student Affairs
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7628

Licensor's authorized agent:

Name: Bill Hanson, Executive Director
Address: 215 N 1st Ave E, Duluth, MN 55802-2069
Telephone: 218-336-8704

1. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition, including the pickup of garbage from the field and around the bleachers. Licensor shall provide the following:
 - a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
 - b. parking
 - c. building security customarily provided by Licensor; MnSCU may provide additional security at its own expense;
 - d. janitorial services related to restroom;
 - e. gate attendant of ISD 709 or any necessary keys or access codes;
 - f. other: A restroom facility directly accessible from the field level.

Licensor shall allow MnSCU to place temporary signs directing students and other attendees to its event.

5. **SITE HOURS.** The Site hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours and dates as listed on Attachment A, and is responsible for securing the field and site after every game.
6. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
7. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensor, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS. The Licensor shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
8. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance

AGREEMENT NO: O-[campus ID number – last two digits of fiscal year – sequential number]

with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its

9. sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

Licensor shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **ENTIRE AGREEMENT.** This Agreement (including any exhibits, as shown below) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
- Agreement
 - **EXHIBIT A**, General Insurance Requirements

17. **SPECIAL PROVISIONS.** NONE

Signature Page for Facilities Use Agreement – Off-Campus Facilities Only


IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. LICENSOR: Independent School District #709

Licensor certifies that the appropriate person(s) have executed the Agreement on behalf of Licensor as required by applicable articles, bylaws, resolutions, or ordinances.

2. MNSCU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College

By (authorized signature)	
	
Title	CFD
Date	8/15/16

By (authorized signature)	
Title	
Date	

3. AS TO ENCUMBRANCE:

4. AS TO FORM AND EXECUTION:

By (authorized signature)	
Title	
Date	

By (authorized signature)	
Title	
Date	

AGREEMENT NO: O-[campus ID number – last two digits of fiscal year – sequential number]

EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.

LSC Administrator on Duty for Home Soccer Games 2016

Day	Date	Game against	Men	Women	Location and if Home game or Away game	Administrator/Task Force
Sunday	21-Aug	Northland College	1:00pm		Lincoln Park Middle School	
	21-Aug	Northland College		3:00pm	Lincoln Park Middle School	
Thursday	1-Sep	Finlandia College	4:00pm		Lincoln Park Middle School - Men Only	
Saturday	3-Sep	Red River College		3:00pm	Lincoln Park Middle School - Women Only	
Wednesday	14-Sep	St. Scholastica College	3:00pm		Lincoln Park Middle School	
Wednesday	14-Sep	UW Superior		5:00pm	Lincoln Park Middle School	
Sunday	18-Sep	Anoka Ramsey	1:00pm		Lincoln Park Middle School	
Sunday	18-Sep	Anoka Ramsey		3:00pm	Lincoln Park Middle School	
Saturday	24-Sep	Dakota County	9:00am		Lincoln Park Middle School	
Saturday	24-Sep	Dakota County		11:00am	Lincoln Park Middle School	
Thursday	29-Sep	UW Superior	3:00pm		Lincoln Park Middle School	
Thursday	29-Sep	UW Superior		5:00pm	Lincoln Park Middle School	
Wednesday	5-Oct	St. Scholastica College		4:30pm	Lincoln Park Middle School - Women Only	
Saturday	8-Oct	Riverland	1:00pm		Lincoln Park Middle School	
Saturday	8-Oct	Rochester		3:00pm	Lincoln Park Middle School	
Saturday	15-Oct	Century College	1:00pm		Lincoln Park Middle School	
Saturday	15-Oct	Century College		3:00pm	Lincoln Park Middle School	
<p>Gates open one hour prior to game time. We ask that Administrator on duty be at game 15 minutes prior to start time. Gate attendants for Lincoln Park will be: Opening: Dennis McDonald 218.591.6769 Closing: Mike Halligan 218.349.1953 Coach Lightfoot: 218.290.7518</p>						

STATE OF MINNESOTA ANNUAL PLAN AGREEMENT

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between **Duluth Public Schools** (“Contractor”) whose designated address is 201 North 1st Street East, Duluth , MN 55802, and Minnesota Department of Education (MDE) (“State”) whose designated business address is 1500 Highway 36 West, Roseville, MN 55113.

Pursuant to Minnesota Statutes Section 15.061 the State is empowered to enter into professional/technical Agreements.

By written acceptance below, the Contractor agrees to perform the following work:

- A. Provide outreach through distribution of MDE-developed marketing materials, in-person meetings and phone calls to PreK-3 teachers and administrators in school districts located in the liaisons’ assigned Governors Economic Development Regions about the MDE in-depth professional learning opportunity to improve student learning through the “Building Rigorous and Robust PreK-3 Learning Environments: The Art of Communication in Classrooms for Young Children” online course by September 20, 2016.
- B. Provide information to MDE by September 30, 2016, on the outreach strategies used to promote school district participation in the online course.
- C. Participate in the “Building Rigorous and Robust PreK-3 Learning Environments: The Art of Communication in Classrooms for Young Children” online course launch session on one of the following dates and regional locations:
 1. September 20, 2016 (1:00 p.m. to 5:00 p.m.) in Roseville - TIES Conference Center, located at 1644 Larpenteur Avenue West, Falcon Heights, MN 55108.
 2. September 21, 2016 (10am-2pm) in Little Falls – Minnesota Initiative Foundation located at 405 1st St SE, Little Falls, MN 56345.
 3. September 21, 2016 (10am-2pm) in Owatonna - Steele County History Center located at 1700 Austin Road, Owatonna, MN 55060.
 4. September 22, 2016 (10am-2pm) in Grand Rapids – Blandin Foundation located at 100 N Pokegama Ave, Grand Rapids, MN 55744
- D. Participate in the PreK-3 Regional Liaison and Administrator evaluation and sustainability meeting on December 2, 2016, (9:00 a.m. to 3:00 p.m.) at the TIES Conference Center located at 1644 Larpenteur Avenue West, Falcon Heights, MN 55108.
- E. Participate in “Building Rigorous and Robust PreK-3 Learning Environments: The Art of Communication in Classrooms for Young Children” online discussion for 18 modules (time estimate is 30-60 minutes for each module with a discussion component) with course participants from liaison’s designated region. The link to the course is at: <http://mespa.net/event-2248980>

The contractor will be paid an amount not to exceed **\$2,500.00** upon completion of the above services for a grand total not to exceed **\$2,500.00**.

1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory; or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 2(10), no more than 90

percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.

2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
4. **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
 - 1) Intentional, willful, or negligent acts or omissions; or
 - 2) Actions that give rise to strict liability; or
 - 3) Breach of contract or warranty.The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.
5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
9. **Accessibility Standards** Contractor agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: <http://mn.gov/mnit/programs/accessibility/>
 - A. Contact the MDE Communication Office at mde.contactus@state.mn.us for specific guidance on creating content that meets our accessibility requirements.
10. **Other Provisions** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:
 - A. Use only print-quality department logo. Request a copy from Linda.Hildebrant@state.mn.us
 - B. Copy must follow latest edition of the AP (Associated Press) Stylebook.
 - C. Video content must be open or closed captioned.
 - D. Copy must be free of typographical and grammatical errors.
 - E. Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial, or comparable size.
 - F. Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
 - G. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
 - H. Please direct questions regarding printed material to the Authorized Representative for this Agreement.
11. **Plain Language** Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
 - A. Use language commonly understood by the public;
 - B. Write in short and complete sentences;
 - C. Present information in a format that is easy-to-find and easy-to-understand; and
 - D. Clearly state directions and deadlines to the audience.
12. **Authorized Personnel**
 - A. MN Department of Education's Authorized Representative is:
Michael Brown, Early Learning Services
mike.p.brown@state.mn.us
651-582-8224
 - B. Contractor's Authorized Representative is:
Peggy Blalock
Peggy.blalock@isd709.org
218-336-8777 ext. 1079

13. Term of Agreement and Payment Information

- A. Agreement Begin Date: **August 15, 2016**, or the date the State obtains all required signatures under Minn. Stat. . § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Annual Plan is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- B. Agreement End Date: **December 30, 2016**
- C. The Contractor must sign its approval in the designated signature block and return the original signed Agreement as a reply to the original email, prior to the commencement of services.
- D. The total amount that the State agrees to pay for services is not to exceed **\$2,500.00**
- E. The total amount that the State agrees to pay for this annual plan is not to exceed **\$2,500.00**.
- F. Contractor must submit **one** invoice upon completion of the above services, which is due no later than **January 31, 2017**, to Accounts Payable.
- G. Invoice must include the following information:
 - i. MDE's Authorized Representative's name
 - ii. The Purchase Order (PO) and Contract number
 - iii. Dates of service
 - iv. Itemized expenses with original receipts (if applicable) and corresponding amounts
 - v. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Contract number.
 - vi. The preferred method of obtaining an invoice from a vendor is by email.
Submit invoices via email to Accounts Payable:
MN Department of Education
Accounts Payable Department
MDE.AccountsPayable@state.mn.us
 - vii. **Should an invoice need to be submitted via U.S. Mail, please use the following address:**
MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

1. ENCUMBRANCE VERIFICATION:

Signed: <i>John P. ...</i>
Date: 8-3-16
Annual Plan T-number: 17A37
Purchase Order (PO) number: 3000013701

2. CONTRACTOR: DULUTH PUBLIC SCHOOLS

By: <i>W. Hanson</i>
Title: CFO
Date: 8/4/16

3. STATE AGENCY:

By (authorized signature): <i>Pamela G. Schneider</i>
Title: <i>Acctg Operations Mgr.</i>
Date: 8-5-16