

**AGREEMENT FOR SERVICES  
BETWEEN ST. LOUIS COUNTY AND DENFELD HIGH SCHOOL**

This Agreement is made and entered into between St. Louis County (the "County"), a body politic and corporate existing under the laws of the State of Minnesota, and Denfeld High School ("Contractor").

**WITNESSETH:**

WHEREAS, the County wishes to purchase from Contractor certain services as set forth in the document attached hereto as Exhibit A (the "Exhibit").

WHEREAS, Contractor has the training, experience, and knowledge to provide such services.

WHEREAS, there are funds available to the County for the purchase of such services.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, the County and Contractor hereby agree as follows:

**1. CONTRACT**

The term "Contract" means this Agreement and the Exhibit, which is hereby incorporated by reference.

**2. CONTRACT TERM**

The term of the Contract shall begin on September 1, 2022, and end on June 1, 2023, unless sooner completed or terminated as provided herein.

**3. RESPONSIBILITIES OF CONTRACTOR**

Contractor shall provide services as described in the Exhibit.

**4. PERSONNEL**

Contractor shall provide the purchased services unless otherwise approved by the County.

**5. RESPONSIBILITIES OF COUNTY**

The County shall designate a representative of the County for purposes of the Contract. The representative of the County shall provide data and other information reasonably requested by Contractor.

**6. COMPENSATION AMOUNT**

The County shall pay Contractor \$1,000.00 for the services provided under the Contract.

**7. PAYMENT**

Contractor shall invoice the County annually for services detailing the services performed. The County shall make payment within 35 days from its receipt of the invoice unless the County in good faith disputes the obligation (see Minn. Stat. § 471.425).

**8. INSPECTION AND EVALUATION**

The County may conduct periodic site visits to determine compliance with the Contract and to evaluate the quality of services provided by Contractor pursuant to the Contract. The County may survey service recipients and other interested persons to determine the level of satisfaction with the services provided pursuant to the Contract. Contractor shall cooperate with the County in conducting any such survey or evaluation.

The County may require Contractor to perform periodic reporting of the following:

(a) Performance measurement and management: Contract shall comply with County standards for program-level goals and objectives that include a method and measure for gauging progress towards those goals and objectives. Baselines or targets developed through benchmarking with other organizations shall be developed as applicable. The system for monitoring key performance indicators is explained in the Exhibit.

(b) Reporting: Contractor shall submit a report of results in the County-approved format following the budget calendar cycle.

**9. AUDIT**

To the extent Minn. Stat. § 16C.05, subd. 5, applies to the Contract, the books, records, documents, and accounting procedures and practices of Contractor that are relevant to the Contract are subject to examination by the County and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. Such material is also subject to review by the Comptroller General of the United States, or a duly authorized representative thereof, if federal funds are used for any work under the Contract. Contractor shall maintain such material for at least six years from the date on which services or payment were last provided or made and for a longer period if any audit in progress requires further retention.

## **10. OWNERSHIP OF DOCUMENTS**

All materials prepared or developed by Contractor or its employees or independent contractors hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms, specific to the County, shall become the property of the County when prepared, whether delivered to the County or not, and shall be delivered to the County, together with any materials furnished by the County, upon the County's request or in any event upon the end of the Contract term or termination of the Contract.

## **11. TAXES**

Contractor shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries, or other remunerations paid to employees of the Contractor and shall submit evidence of the same to the County upon the County's request.

## **12. INDEPENDENT CONTRACTOR**

At all times and for all purposes hereunder, Contractor shall be an independent contractor and not an employee of the County. No statement in the Contract shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/dental benefits, and indemnification for personal injury or property damage claims.

No withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, shall be made from the payments due Contractor. It is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Contractor shall at all times be free to exercise initiative, judgment, and discretion as to how best perform or provide the services contemplated by the Contract.

Contractor is responsible for hiring sufficient workers to perform the services and duties required under the Contract, withholding the workers' taxes, and paying all other employment tax obligations on their behalf.

## **13. SUBCONTRACTING AND ASSIGNMENT**

Contractor shall neither enter into subcontracts for the performance of any of the services contemplated by the Contract nor assign the Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. Contractor shall be responsible for the performance of all subcontractors.

#### **14. DATA PRACTICES**

To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Contract, all the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall not provide public access to or release to the public or any third party any data relating to the Contract without the County's prior written approval. If Contractor receives a request for data relating to the Contract, Contractor shall forward the request to the County for response.

#### **15. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, and age.

#### **16. INSURANCE**

Contractor must maintain the following insurance for the duration of the Contract. A certificate of insurance for each policy must be on file with the County Purchasing Division within 10 days of the parties' execution of this Agreement and prior to the commencement of any work under the Contract. Contractor shall secure an endorsement to each policy requiring 10 days' notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds and 30 days' notice of cancellation for nonrenewal or material change to all named and additional insured.

The County reserves the right to rescind the Contract if Contractor does not comply with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and Contractor shall submit copies of policies to the County upon written request. All subcontractors shall provide evidence of the same coverage.

##### **A. General Liability Insurance**

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No less than \$2,000,000 aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors, and subcontractors and contractual and environmental liability.

**The County shall be named as an additional insured on a primary and non-contributory basis.**

**B. Business Automobile Liability Insurance**

\$500,000 for claims for wrongful death and each claimant.

\$1,500,000 each occurrence.

Must cover owned, non-owned, and hired vehicles.

**C. Workers' Compensation Insurance**

Per statutory requirements. Certificate of compliance must be executed and filed with the County.

**D. Professional Liability Insurance**

Contractor shall maintain at its sole expense a valid policy of insurance covering professional liability arising from the acts or omissions of Contractor and its agents and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate.

**17. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from and against any and all damages, expenses (including attorneys' fees, expert witness fees, and other litigation costs), liabilities, claims, and causes of action arising from sickness, injuries, damage to, or death of any person or damages to or loss of any property caused by any act or omission of Contractor, its employees, or anyone else for whose acts Contractor may be liable. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity that otherwise exist as to any party or person described in the Contract.

Contractor agrees that, to protect itself and the County under the indemnity provisions set forth herein, it shall always during the term of the Contract keep in force policies of insurance as provided in section 16 of this Agreement.

This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way Contractor's liability, but is intended solely to provide for indemnification of the County for damages or injuries to third parties or property arising from Contractor's or its agents' performance hereunder.

**18. AMENDMENTS**

No alteration, variation, modification, waiver, or amendment of the provisions of the Contract shall be valid unless it has been reduced to writing and signed by authorized representatives of the County and Contractor.

**19. TERMINATION**

If Contractor fails to perform its obligations under any provision of the Contract or so fails to administer the work as to endanger the performance of the Contract this shall constitute a default. Unless the County excuses Contractor's default, the County may upon written notice to Contractor immediately terminate the Contract in its entirety.

The County may terminate the Contract without cause upon 90 days' written notice to Contractor.

The County's failure to insist upon strict performance of any provision of the Contract or to exercise any right under the Contract shall not constitute a relinquishment or waiver of the same unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Contract.

The County shall pay Contractor for actual work done to the date of termination.

**20. NOTICES/COMMUNICATIONS**

All notice and demands made pursuant to the Contract shall be directed in writing to:

Contractor

County

[Denfeld High School]

[St. Louis County]

**21. OTHER TERMS AND CONDITIONS**

**A. Compliance with Laws/Standards**

Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now or hereafter in effect pertaining to the Contract and the facilities, programs, and staff for which Contractor is responsible.

**B. Licenses**

Contractor shall procure at its own expense all licenses, permits, and other rights required for the performance of services contemplated by the Contract. Contractor shall inform the County of any change to the above within five days after the change occurs.

**C. Choice of Law**

The Contract shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws.

**D. Forum Selection**

Any action arising from or relating to the Contract shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota, or the United States District Court for the District of Minnesota.

**E. Limitation of Liability**

Neither party shall be liable to the other party for any special, consequential, or punitive damages or attorneys' fees arising from or relating to any breach of the Contract under any circumstances.

**22. WAIVER**

No waiver by the County or Contractor of any provision of the Contract shall constitute or imply a subsequent waiver of that or any other provision of the Contract.

**23. UNAVOIDABLE DELAY**

Contractor shall not be held responsible for damages caused by delay or failure to perform when such delay or failure to perform is due to fires, strikes, acts of God, legal acts of the public authorities, delays or defaults caused by public carriers, or acts or demands of the government in time of war or national emergency.

**24. SEVERABILITY**

The provisions of the Contract are severable. If any part of the Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of the Contract unless severing the part or parts which are void, invalid, or unenforceable substantially impairs the value of the entire Contract with respect to either party.

**25. ORDER OF PRECEDENCE**

In all instances in which the Exhibit is inconsistent with this Agreement, this Agreement shall govern and control.

**26. FINAL AGREEMENT**

The Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the agreed-upon terms and conditions. It shall supersede all prior negotiations, understandings, or agreements between the parties. There are no oral or written representations, warranties, or stipulations not contained in the Contract.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement on the dates stated below.

**DENFELD HIGH SCHOOL**

**ST. LOUIS COUNTY**

By: 

By: \_\_\_\_\_

Its: Exec. Dir. of Business Serv.

Its: \_\_\_\_\_

Dated: 12-28-22

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

\_\_\_\_\_  
Nick D. Campanario  
Assistant County Attorney

Dated: \_\_\_\_\_

DAMION No.



# Youth in Action – Advisor Guidelines and Expectations

## **Membership & Recruitment**

Youth in Action builds leadership and participation amongst students in St. Louis County schools and communities, and greater Minnesota.

Students join Youth in Action for a variety of reasons. As a member of YIA, students will:

- Make new friends
- Have new experiences
- Gain leadership and teamwork skills
- Learn the value of service
- Strengthen communication and time management skills
- Gain self-confidence
- Build their resumes
- MAKE A DIFFERENCE in the lives of others, and so much more!

Membership is open to students in grades 9-12 in the southern areas of St. Louis County and 7-12 in the northern areas of St. Louis County.

- YIA recently expanded the program in some areas to include 7<sup>th</sup> & 8<sup>th</sup> grade students. New 7<sup>th</sup> & 8<sup>th</sup> grade students are welcome to join the program with the understanding that they must abide by the YIA Code of Conduct and that some opportunities may be reserved for 9-12<sup>th</sup> grade students only.

To join Youth in Action, each student must have the following:

- Membership Enrollment form
  - This 3-page form is to be filled out by the student and signed by a parent/guardian
- Acknowledgement of our Code of Conduct
  - As a member of YIA, students are expected to conduct themselves appropriately

Advisors are responsible for distributing and collecting YIA enrollment forms. YIA forms can be found in the Advisor Binder in the “Membership” section, on the YIA website: [www.yiamn.org](http://www.yiamn.org), or from a SLC Coordinator.

Advisors should keep a copy, and return original forms to YIA coordinators or Support Staff:

Sarah Westerberg  
SLC Extension Office  
Government Services Center  
201 S. 3<sup>rd</sup> Ave. W.  
Virginia, MN 55792

As a Youth in Action advisor for your respective school, you are the liaison between the students, program coordinators, and various organizations that we partner with.

Here is what we need from you:

- Distribute and collect forms and return them to program coordinators. This includes, but is not limited to, enrollment forms and event permissions.
- Encourage meeting and event attendance throughout the school year and the summer (remember that we are a year-round program).
- Set up and act as an administrator on a social media communication platform such as Remind, Team Reach, Schoology, or whichever platform is designated for your school. Communications between advisor, coordinators and students is very important.
- Create and manage a bank account if your group will be doing any sort of fundraising that isn't on behalf of another non-profit organization.
- **Recruitment/Retention:** This is perhaps one of the most important duties when it comes to membership as you have the most access to the students. We rely on you to be a voice and advocate for the YIA program in school.

This can be achieved by:

- Spreading the word about YIA
- Posting literature and flyers around your school
- Promoting YIA activities and events
- Scheduling announcements
- Supporting student activities and ideas through volunteering /participation/team building
- Encouraging students to work with coordinators at a YIA booth or table during lunch, or Open House/Activity Fairs
- Speaking at back-to-school events, activities fairs, school assemblies, open houses, etc. about YIA. This can be done with the current students
- Hosting co-meetings with other clubs (i.e., Student Council, LEOs) and partnering with them for certain events
- Speaking one-on-one with students
- Creating a sense of acceptance and belonging for students

YIA Advisors should stress the importance of participation and proactive engagement. All participation is voluntary, and we rely on the commitment and effort of our students to operate. We encourage following through on what you say you are going to do!

## **Purchasing and Financial Information**

All purchasing is typically done through St. Louis County (SLC) staff via a procurement card, invoicing, or special accounts. YIA has designated shopping locations, per county purchasing policies.

### **School Accounts**

- Setting up a club account through the business or activities office for fundraisers and purchases is necessary for fundraising efforts unless a fundraiser is organized by an outside organization.

### **Fundraising**

- YIA is happy to assist your school/YIA participants with fundraising efforts. We believe this fosters community and teaches youth leadership skills through stewardship and service.
- Fundraised proceeds should be deposited into school accounts or donated directly to the source.

### **Make a Difference (MAD) Conference Purchasing**

- Please see the “MAD Conference” portion of this binder

## **Transportation**

When an event is conducted off school campus, students can often utilize their own transportation, whether they drive themselves, ride with a family member, with a friend, or one of the program coordinators (on a limited basis). Sometimes, school transportation is necessary.

Please see the “Transportation” section of this binder for general transportation forms.

### **Advisor Responsibilities**

As your school’s advisor, we rely on you to communicate with your transportation department to ensure that students can attend events.

We need you to:

- Create school bus (or van) requisition submissions
- Distribute and collect any permission forms required of your school
- Provide reminders to your transportation department as needed. It has been observed that bus garages have forgotten even when these requisitions have been made
- Per county policy, transportation reimbursement forms must be submitted to the county with 30 days. We cannot guarantee reimbursement if there is a delay

## **Meetings**

*A meeting time that advisors and coordinators have agreed upon. The coordinators will be at the meeting and, if we can't be there, we'll communicate that ahead of time and the same expectations for the advisor if they cannot attend. Due to prior commitments our presence isn't always possible. We encourage advisors to lead meetings even if a coordinator isn't there.*

- YIA meetings are held bi-weekly, or weekly, typically during the senior high lunch period. Please note meetings times may not align due to divided junior and senior high lunch periods
- All students should sign-in at each meeting. Morning & after school meetings are welcomed
- Additional working meetings are always welcome
- Please have students keep track of their YIA hours, in the provided advisor binder. It is helpful to do this once per month, so students do not forget what they have participated in
- Members can have a president, secretary, and treasurer; this may help with notetaking, agendas, and to be responsible for financial tracking. This is not a requirement but works well in many schools

## **Activities**

We have a variety of events throughout the calendar year! There tends to be an influx of events and activities around the fall, holidays, and spring. These events are ideally run by the students, but will many times need facilitation by advisors and program coordinators. Students do occasionally miss classes to prepare or attend an activity. Advisors are not required to be present for all events, but you are certainly welcome and encouraged! Program coordinators are also not always able to be at every event, which will be communicated prior.

## **Advisor Responsibilities**

- Request school building permissions for events, or delegate students to ask
- Ensure that all are dismissed for both in-school and out of school activities
- Distribute and collect YIA permission forms, as well as any permission forms required by your school
- Utilize a student sign-in sheet and ensure that all students sign in
- Take photos and videos to assist with social media content

Please see the “Activities” section of this binder for sign-in sheets, permission forms, and any others you may need.

### **Scholarships**

YIA currently offers scholarships for seniors based on engagement and commitment to the program.

### **Make a Difference Conference**

The mission of the annual Make a Difference Conference is to strengthen, educate and inspire young people with the help of partners so they can make a difference in their communities through leadership, advocacy, and service and to recruit, grow, and promote the Youth in Action program.

The Make a Difference Conference is YIA's largest event of the year. This event is open to current Youth in Action participants and youth that aren't involved in the program. The event generally is one day during the school year, with one half day of setup on the day before. Students are asked to volunteer for the minimal setup as an exercise in leadership and event management.

### **Advisor Responsibilities**

- Promotion and recruitment, please refer to the recruitment and Retention section on page 2.
- Chaperone for the day: Advisors are expected to participate and engage for the duration of the event. This includes:
  - Attending student workshops and facilitate the workshops that include an advisor's school/student
  - Greet youth and give directions
  - Attend advisor meet and greet (day of the conference)
  - Coordinate transportation on the day of the event and ensure students are accounted for
  - Verify and collect permission slips by the deadline

### **Lettering**

Some of our schools participate in a lettering program. If you are interested, please contact a YIA coordinator to discuss details and requirements.

### **Leadership Council**

Youth in Action Leadership Council is a group of active members to help lead the program. The students are asked to use their voice about project ideas, events, and the general direction of the Youth in Action program to help keep the program growing and relevant. Members of the Leadership Council will have the opportunity to offer topic ideas for the conference workshops, help pick keynote speakers for our big events, help plan and execute our M.A.D. Conference and Leadership Retreat.

The Leadership Council typically meets virtually about once a month. Students from different schools update each other about happenings in their area and ways for others to get involved.

### **Advisor Role**

- Information about the Council should be shared with students.
- Nominations for new student Leadership Council members throughout the school year.



## Northeastern Minnesota Community Implementation Hub Collaborative Memorandum of Understanding (MOU) Year 2 (2022) Addendum Extension

As outlined in the Memorandum of Understanding (MOU) signed by the Northland Foundation and your organization, the Northland Foundation is extending the MOU for Year 2 as per our contract extension from our funding partner the Minnesota Department of Human Services to continue this program through June 30, 2023.

### Purpose, Scope, Background, and Responsibilities

The purpose, scope, background, and responsibilities set forth in the Memorandum of Understanding between Duluth Public Schools and the Northland Foundation will continue to guide our partnership extension work for six additional months (January 1 to June 30, 2023).

### Funding Support

In addition to the \$35,000 funding provided in Year 2 (January 1 to December 31, 2022), the Northland Foundation will provide an additional \$17,500 for the period January 1 to June 30, 2023, for a grand total of \$52,500 for the Duluth Public Schools.

### Effective Date and Signature

This MOU shall be effective upon signature of the authorized officials of the participating parties. The original contract period of February 1, 2021 to December 31, 2022 will be extended to June 30, 2023.

### Signatures

  
\_\_\_\_\_  
(Partner signature)

Date: December 13, 2022

Duluth Public Schools,  
\_\_\_\_\_  
(Partner name, organization, position)

  
\_\_\_\_\_  
Zane Bail, Chief Operating Officer  
Northland Foundation

Date: December 13, 2022



**Northeastern Minnesota Community Implementation Hub  
Collaborative**

**Memorandum of Understanding (MOU) Year 2 (2022) Addendum**

As outlined in the Memorandum of Understanding (MOU) signed by the Northland Foundation and your organization, the Northland Foundation is extending the MOU for Year 2 as per our contract extension from our funding partner the Minnesota Department of Human Services. The Northland Foundation will provide your organization the funding amount listed in the MOU. The only modification is the timeline, which is now January 1 to December 30, 2022.

Signed by:

*Cathryn Gilson*

\_\_\_\_\_  
(Partner signature)

Date: \_\_\_\_\_

*2/11/22*

*Zane Bail*

\_\_\_\_\_  
Date: 12.28.21

Zane Bail, Chief Operating Officer  
Northland Foundation