

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called DISTRICT, and Gitchi Gummi Soccer, an independent contractor, hereinafter called GGS.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby GGS will lease the track located at Central High School.

The terms and conditions of this Agreement are as follows:

- 1. Leased Premises.** DISTRICT, in consideration of the rents and covenants contained in this Agreement, does lease to GGS and GGS does rent from DISTRICT premises situated in the County of St Louis, and State of Minnesota, described as follows:

Central High School field (the "Premises").

- 2. Use.** GGS will use and occupy the Premises, just as they are, during the hours of 6:00 pm to 9:00 pm, Monday through Thursdays, on the following date(s): May 13, 2019 to July 12, 2019, (excluding July 3rd & 4th) for the following purpose(s):

Use of Central High School field, soccer practice

- 3. Rent.** GGS agrees to pay to the DISTRICT \$10 per hour, with initial cutting and striping of \$360, and subsequent cuts and striping at \$160.

GGS agrees to pay, within thirty (30) days of receipt of a fully executed copy of this Agreement, rent in the amount of \$990 (breakdown of hours below) plus the cost of the first initial cutting and striping at \$360. **Total due will be \$1,350.00.**

May 13th – 31st (minus Memorial Day on the 27th):

11 days for 3 hours = 33 hours

June:

16 days for 3 hours = 48 hours

July 1st – July 12th (minus the 3rd and 4th):

6 days for 3 hours = 18 hours

Total Hours = 99 x \$10/hour

The District will invoice GGS at the end of the contract term for any additional cuts and striping, and will apply any relevant refunds for days not used to any amounts due.

- 4. Storage.** GGS may leave items on the grounds, but will not hold the DISTRICT accountable for items that are stolen or vandalized. There is no secure storage available.

5. **Keys.** GGS will be required to go to the Facilities Department at DISTRICT and complete a key application form. GGS will be issued keys to both the gates for traffic on the road entrance to the Premises as well as the gate for the track/field. GGS agrees not to borrow these keys to anyone other than those responsible for running the track activities. If keys are misplaced or lost, GGS agrees to notify the DISTRICT as soon as possible.
6. **Secure the Premises.** GGS agrees to secure, daily, both the gates for traffic on the road entrance to the Premises as well as the gate for the track/field when they are done using the Premises.
7. **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. The DISTRICT will either issue GGS a refund for approximate days not used based on 34 days of use at 30 dollars per day OR subtract any refunds from the any amounts due at the end of the contract.
8. **Quiet Possession.** DISTRICT promises that upon paying rent and performing the promises contained herein, GGS will peacefully and quietly have, hold, and enjoy the Premises for the entire term specified above.
9. **Assignment or Sublease.** GGS will not assign this Agreement or sublet the Premises without the consent of the DISTRICT.
10. **Surrender of Premises.** GGS will, at the expiration of this Agreement, remove all of its personal property and equipment from the Premises and will quietly yield and surrender the Premises to the DISTRICT in the same good condition that existed when it took them, normal wear and tear and damage from fire, casualty and the elements excepted. All keys will be returned to the Facilities Department at the DISTRICT at the end of this agreement.
11. **Indemnification - GGS.** GGS agrees to hold the DISTRICT harmless and indemnify it from liability for claims for bodily injury and property damage, including personal injury liability, occurring on the Premises, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the DISTRICT, its agents, employees or representatives.
12. **Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to GGS for billing: Gitchi Gummi Soccer
Attn: Marty MacLean
1346 W Arrowhead Rd, PMB 301
Duluth, MN 55811

If to GGS for miscellaneous: Scott Anderson
Laura MacArthur Elementary School
720 N Central Ave
Duluth, MN 55807
Email: scott.anderson@isd709.org

If to the DISTRICT: Independent School District #709
Attn: Cathy Erickson, CFO
215 N 1st Ave E, Room 215
Duluth, MN 55802
Email: catherine.erickson@isd709.org

13. Amendments. This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superceded by this Agreement.

14. Non-Waiver. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

15. Governing Law; Forum. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

16. Insurance. GGS shall not utilize property until they have obtained all the insurance described below and the DISTRICT has approved such insurance. GGS shall maintain such insurance in force and effect throughout the term of the contract:

Commercial General Liability: GGS 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.

- a. ISD 709 must be listed as certificate holder and additional insured
 - i. Can either be listed in the description or the Add'l Insured box is checked
- b. COI must be for general liability (not marine or auto)
- c. The occurrence box must be checked
- d. Certificate holder should state ISD 709 and district address (215 N 1st Ave E, Duluth, MN 55802)
- e. ISD 709 requires \$1.5M in insurance coverage (can be policy + umbrella to reach this amount)

Workers' Compensation Insurance: GGS must provide Worker's Compensation insurance for all its employees.

IN WITNESS WHEREOF, GGS and DISTRICT have executed this Agreement on the day and year first above written.

Gitchi Gummi Soccer

By: S.A.
Name: Scott Anderson
Title: At Large Board Member
Date: 5/8/2019

Independent School District #709

By: Catherine Erickson
Name: Catherine A. Erickson
Title: CFO, Executive Director, Business Services
Date: 5-10-19

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE
INTER-AGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the INDEPENDENT SCHOOL DISTRICT 709'S ADULT BASIC EDUCATION PROGRAM ("ABE") (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2019-20 academic year. ABE instruction for each section is six (6) hours per week, or an equivalent of 0.3 FTE, plus preparatory time of 0.35.

Provide instruction for a basic math course (ABE Pre-Algebra) intended for incoming LSC students whose placement test score places them below LSC's Algebra I course. ABE instruction and funding for each section is four (4) hours per week, or an equivalent of 0.2 FTE, plus preparatory time of 0.15.

Provide supplemental/integrated instruction and instructional support for at least two (2) sections of MATH 0501 Math Foundations during the 2019-20 academic year. ABE instruction for each section is five (5) hours per week with an additional one (1) hour of preparation for an equivalent of 0.15 FTE per section.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets fourteen (14) hours a week, an equivalent of 0.4 FTE.

ABE's staff will work with LSC's Safety Office to learn about emergency response protocol.

ABE will invoice at the end of each academic semester.

ABE will provide training to LSC's advisors relating to services.

b. MINNESOTA STATE 'S DUTIES. MINNESOTA STATE shall:

Provide ABE a designated instructional space on LSC's main campus, located in the vicinity of the College's Tutoring and Learning Center. The space will be furnished by LSC with standard classroom furniture, six (6) computers, and a printer.

Provide ABE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide ABE a designated office space with standard office furniture, desk top computer, and phone.

Provide ABE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide ABE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

2. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed by ABE pursuant to this Agreement shall be paid by Lake Superior College as follows:

Reimburse ABE for expenses up to, and not to exceed, an amount of Eighteen Thousand and 00/100 dollars (\$18,000.00) for instructional staff during the 2019-20 academic year.

b. Terms of Payment. Payment shall be made by Lake Superior College within thirty (30) days after ABE has presented invoices for services performed to Lake Superior College. Invoices shall be submitted according to the following schedule:

December 2019, covering August-December 2019 expenses

May 2020, covering January-May 2020 expenses

3. CONDITIONS OF PAYMENT. All services provided by ABE pursuant to this Agreement shall be performed to the satisfaction of Lake Superior College, as determined at the sole discretion of its Authorized Representative.

4. TERMS OF AGREEMENT. This agreement shall be effective May 10, 2019, or upon the date that the final required signature is obtained by Lake Superior College, whichever occurs later, and shall remain in effect until June 30, 2020, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. AUTHORIZED REPRESENTATIVES.

- a. The STATE AGENCY'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Patricia Fleege, Duluth Adult Education Manager

Address: 215 N 1ST AVE E, DULUTH, MN 55802-2069

Telephone: +1 218-336-8790

E-Mail: patricia.fleege@isd709.org

- b. MINNESOTA STATE'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Hanna Erpestad, Dean of Liberal Arts & Sciences

Address: 2101 Trinity Road, Duluth, MN 55811

Telephone: +1 218-733-7667

E-Mail: hanna.erpestad@lsc.edu

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.
10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.
 - a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ABE, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including

any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

ABE hereby assigns to Lake Superior College all rights, title and interest to the MATERIALS. ABE shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior College to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by ABE, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ABE, its employees and any subcontractors and ABE, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of ABE obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

- b. ABE represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.
11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.
 12. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.
 13. OTHER PROVISIONS. None.


The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. STATE AGENCY

INDEPENDENT SCHOOL DISTRICT 709'S ADULT BASIC EDUCATION

By (authorized signature)

Title CFO
Date 5-20-19

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement)
Title
Date