

Tri-Valley Opportunity Council

FAMILY RESOURCE CENTER (FRC) SITE
AGREEMENT

THIS AGREEMENT, is entered by and between Tri-Valley Opportunity Council, 107 N Broadway, Suite 200, Crookston, MN, a non-profit organization, hereinafter referred to as the "Provider" and East Grand Forks School District ISD #595, 1420 4th Ave NW, East Grand Forks, Minnesota, 56721, an independent school district, hereinafter referred to as "District."

RECITALS:

- A. Pursuant to Minn. Stat. Sec. 373.01, subd. 1(a)(5), each Provider is a body politic and corporate and may make all contracts and do all other acts in relation to the property and concerns of the Provider necessary to the exercise of its corporate powers.
- B. Provider is implementing a program, a Family Resource Center (FRC), that seeks to bring Provider and community services to local sites to better meet the needs of those needing services.
- C. Provider and the District agree that the FRC will serve a public purpose that offers benefits to the Provider and District community.
- D. Pursuant to the authority conferred upon the parties under Minnesota Statutes Section 465.035, the parties agree that the District will lease the Provider space to operate the FRC at the District's Senior High Center without financial consideration subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the Provider and The District hereby agrees as follows:

1. Facility Use

Provider and the District agree that Provider shall be allowed to use facilities at the District's Senior High Center, 1505 Central Ave NW, East Grand Forks, MN, for the sole purpose of operating a Family Resource Center as follows:

- a. The District will:
 - 1) Provide Provider use of the Early Childhood Family Education (ECFE) room.
 - 2) Provide Provider access to bathrooms in the vicinity of the ECFE room and to kitchen facilities
 - 3) Allow Provider access to the identified spaces during the hours set forth in subpart c. below.
 - 4) Be responsible for general maintenance, routine cleaning, utilities, and internet access for the Senior High Center, including those areas used by Provider for the FRC.

b. Provider will:

- 1) Be responsible for all materials, supplies, labor, and other services needed to operate the FRC beyond those the District has explicitly agreed to provide in this agreement.
- 2) Keep the ECFE room in a reasonably clean and uncluttered state, free of hazardous or unsafe conditions.
- 3) Keep all common spaces, such as hallways, restrooms, and kitchen facilities used by Provider or the FRC in a reasonably clean state, free of trash or other debris.
- 4) Refrain from storing any Provider or FRC-related property outside of the ECFE room or kitchen storage facilities the District specifically designates for Provider without express written authorization of the District.
- 5) Promptly provide the District notice of any maintenance or facilities issues.
- 6) Not remove or add any fixtures or otherwise alter, damage, or destroy the District's facilities in any permanent or semi-permanent way without express written consent of the District.

c. Hours of Provider Access to Facilities:

- 1) Provider shall be allowed use of the ECFE room, restrooms, and kitchen facilities, as set forth in subpart a. above, on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays from 8 a.m. to 8:00 p.m. Specific hours of operation of the FRC within those times are within Provider's discretion.
- 2) Provider shall be allowed to use the ECFE room, restrooms, and kitchen facilities, as set forth in subpart a. above, on weekends between the hours of 10:00 a.m. and 8:00 p.m. with at least 10 business days' advance notice to the District. Specific hours of operation of the FRC within those times are within Provider's discretion.
- 3) Any changes to Provider's access hours shall be agreed to in writing by the parties.

d. Facilities Access and Use:

- 1) Provider acknowledges and understands that subject to the provisions in this paragraph 1, the Senior High Center, including all common spaces, may be used by the District in any manner the District deems appropriate. Provider further acknowledges and understands that District students and staff may be present at the Senior High Center during the FRC's hours of operations.
- 2) Provider shall, at all times, ensure that its use of the Senior High Center and operation of the FRC are consistent with and do not conflict or interfere with or otherwise disrupt the District's operations at the Senior High Center.
- 3) Provider understands and agrees that it is responsible for ensuring that all Provider staff, volunteers, agents, partners, and representatives and all individuals entering onto District property to access the FRC are Provider's sole responsibility. Provider agrees that it shall use all reasonable measures to ensure that all such individuals access only those areas designated for use by Provider and do not access any other area of the Senior High Center. Provider must immediately notify the District of any incidents of unauthorized access by such individuals.

- 4) Provider understands and agrees that it must ensure that its staff, volunteers, agents, partners, and representatives and all individuals entering onto District property to access the FRC adhere to all applicable District policies while on District property, including, but not limited to:
 - Policy 418: Drug-Free Workplace/Drug-Free School
 - Policy 419: Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction
 - Policy 501: School Weapons Policy
 - Policy 524: Internet Acceptable Use and Safety Policy
 - Policy 903: Visitors to School District Buildings and Sites
- 5) Provider understands and agrees that it may not assign, subcontract, or sublease its rights or responsibilities under this agreement to any third party.

2. Effective Date of Contract

This agreement shall be effective 10/01/2025.

3. Term of Contract

This agreement shall remain in effect until 09/01/2026 unless it is terminated early as provided herein.

4. Authorized Agents

The Parties shall appoint an authorized agent for the purpose of administration of this agreement.

The District is notified of the authorized agent of Provider as follows:

- Corky Reynolds
Tri-Valley Opportunity Council – Chief Executive Officer
107 N. Broadway, Suite 200
Crookston, MN 56716
(218) 281-5832
- Maureen Hams
Tri-Valley Opportunity Council – Director
107 N. Broadway, Suite 200
Crookston, MN 56716
(218) 281-5832
mhams@tvoc.org

The Provider is notified the authorized agent for the District is as follows:

- Kevin Grover
East Grand Forks School District ISD #595 - Superintendent
1420 4th Ave NW
East Gand Forks, MN 56721
(612) 240-1321
kgrover@egf.k12.mn.us

The Provider is notified that, in addition to the Superintendent, the District's authorized agent for purposes of facilities issues or maintenance is as follow:

- Michael Dschaak
701-260-9686
mdschaak@egf.k12.mn.us

5. Indemnity

Each party shall 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 the other party and results thereof. Provider agrees to indemnify, defend, and hold harmless the District from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of Provider officers, agents, employees, volunteers, agents, partners, or employees or anyone entering onto District property to access the FRC relating to activities conducted by such party under or related to this agreement. To the extent provided by law, the District agrees to indemnify, defend, and hold harmless Provider from claims, losses, costs, expenses, or damages resulting from the acts or omissions of District representatives for activities conducted under this agreement. The parties agree to hold each other harmless for the acts of third parties. Such an agreement does not constitute a waiver of the municipal liability tort limits set by Minn. Stat. Chapter 466 or any other immunity from liability afforded by State or Federal law or regulation.

6. Waiver of Liability

Provider hereby waives and releases any claims, liabilities, and causes of action against the District, its Board members, employees, agents, representatives, and insurers for damage to or destruction of any personal property of Provider or its staff, volunteers, agents, partners, representatives, or others entering District property to access the FRC, that is located at the Senior High Center, regardless of whether the property is owned by Provider or by others, and regardless of whether the damage is caused by an event that is covered by insurance.

7. Insurance

The District represents and agrees that it carries property insurance that covers the Senior High Center facilities. At its own expense, Provider must furnish liability insurance issued by a responsible insurer indemnifying the District against any claims for personal injury, property damage, and all other forms of liability arising out of or related to Provider's use or occupancy, or both, of the Senior High Center. The policy must name the District as an additional insured. Provider must provide proof of insurance prior to the first scheduled use. The insurance must provide coverage of at least \$500,000 to any claimant for damages and \$1,500,000 for any number of claims arising out of a single occurrence. The insurance policies and the company writing them are subject to approval by the District. The insurance policy, or an addendum to the policy, must provide that it may not be modified or cancelled without thirty (30) days written notice to the District before the

effective date of cancelation. Provider must not take any action, or allow any employee, volunteer, agent, partner, or representative to take any action, which will in any way impair or invalidate any insurance policy that the District maintains on the facilities.

8. Force Majeure

Provider and the District agree that the District shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, pandemic, acts of God, or other cause beyond reasonable control of the District and the Provider.

9. Data Practices

The parties acknowledge and agree that they are subject to the Minnesota Government Data Practices Act and must comply with the provisions therein. The parties do not anticipate sharing any private or confidential data under the terms of this agreement and acknowledge and agree that they will not intentionally or inadvertently access any private or confidential data in possession of the other party and will take all reasonable precautions to prevent such access by individuals under their control or supervision. If either party becomes aware of unauthorized access to the private or confidential data of the other party, that party shall promptly notify the other party.

10. Termination

This agreement may be terminated by either party, with or without cause upon thirty (30) days' written notice to the authorized agent of the District or the authorized agent of the Provider. The District may immediately terminate this agreement with notice to the Provider of a material breach of any term of this agreement.

11. Relationship of Parties

The parties agree that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the Provider and the District. The District and Provider are independent of one another, and each one and each one's employees, agents, volunteers, partners, subcontractors, and representatives shall not be considered employees, agents, volunteers, partners, or representatives of the other.

12. Notices

Any notices to be given under this agreement shall be given by electronic mail directed to the email addresses of the receiving parties' authorized agent(s), listed above, or by enclosing the notice in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to the authorized agent(s) of the receiving party at the address listed above.

13. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the Provider of Polk, State of Minnesota, or the federal court of Minnesota.

14. Equal Employment and Nondiscrimination Statutes

The parties agree that they comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations.

15. Changes/Amendments

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as this agreement, or according to other written policies of the original parties.

16. Severability

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail in its purpose. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

17. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Provider and the District relating to the subject matter hereof.

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

PROVIDER

Date: _____

Chief Executive Officer
Tri-Valley Opportunity Council

EAST GRAND FORKS SCHOOL DISTRICT ISD 595

Date: _____

Superintendent
East Grand Forks School District ISD 595