CONSTRUCTION LICENSE AGREEMENT

THIS CONSTRUCTION LICENSE AGREEMENT (this "Agreement") is by and between INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation and political subdivision ("ISD 709") and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota ("City").

WHEREAS, ISD 709 owns the property depicted and designated as the "Licensed Premises" on the attached Exhibit A (referred to in this Agreement as the "Licensed Premises").

WHEREAS, City will be constructing Phase II of the Cross City Trail (the "CCT"), a 10.3-mile multi-purpose, non-motorized, paved trail that connects the Lakewalk in Canal Park to the Munger Trail and the Waterfront Trail in western Duluth. A portion of the CCT will be constructed adjacent to the Licensed Premises within public right-of-way.

WHEREAS, the Licensed Premises currently pools up with water, and City would like to improve the Licensed Premises to promote better drainage and move water away from the CCT and into the adjacent street. To accomplish this task, City desires to remove the existing fence from the Licensed Premises, grade the Licensed Premises with class 5 gravel, and install a new fence in the same location as the existing fence (the "ISD Project").

WHEREAS, City desires to access the Licensed Premises and complete the ISD Project, and ISD 709 wishes to provide City with written permission to do so.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. PERMISSION AND PROPERTY

- A. ISD 709 grants to City, and its employees, agents, contractors and subcontractors, a non-exclusive license to enter onto the Licensed Premises with all necessary tools, equipment, vehicles, and related materials for the purpose of completing the ISD Project. The ISD Project will be completed at City's sole expense. City shall keep the Licensed Premises free and clear of any mechanics', materialmen's or similar liens related to City's activities.
- B. City's use of the Licensed Premises shall be limited to the activities and purposes stated above and this Agreement does not permit the public to use the Licensed Premises. ISD 709 shall have access to the Licensed Premises during the ISD Project.

II. TERM

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall begin August 15, 2018 and shall expire at the end of the day on September 1, 2019, or on such date that the ISD Project is completed, whichever occurs first (the "Term").

III. LAWS, RULES AND REGULATIONS

During the Term, City will conduct its activities related to this Agreement in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth.

IV. GOVERNMENT DATA PRACTICES

- A. ISD 709 shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by ISD 709 under this Agreement.
- B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this section by ISD 709. If ISD 709 receives a request to release the data referred to in this section, ISD 709 must immediately notify City and consult with City as to how it should respond to the request. ISD 709 will hold City, its officers, and employees harmless from any claims resulting from ISD 709's unlawful disclosure or use of data protected under state and federal laws.

V. NO THIRD PARTY RIGHTS

This Agreement is to be construed and understood solely as an agreement between the parties hereto regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

VI. NOTICES

Notices sent pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

City
City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street
Duluth, Minnesota 55806

ISD 709
Independent School District No. 709
Attn: Manager of Facilities
215 N. 1st Avenue East
Duluth, Minnesota 55802

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

VII. COMPLIANCE WITH AGREEMENT

The rights of City to occupy and use the Licensed Premises are subject to City's compliance with the undertakings, provisions, covenants, and conditions herein.

VIII. APPLICABLE LAW

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those state courts located within St. Louis County, Minnesota.

IX. AMENDMENTS

Any amendments to this Agreement shall be in writing and shall be executed by the same individuals who executed this Agreement or their successors in office.

X. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent-jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

XI. AUTHORITY TO EXECUTE AGREEMENT

ISD 709 represents that they are the owners of the Licensed Premises and the individuals signing below have the authority to execute this Agreement on behalf of ISD 709.

XII. ENTIRE AGREEMENT

This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party. This Agreement may be executed in counterparts, which together shall form one original.

XIII. RESTORATION

City will grade the Licensed Premises with class 5 gravel and install a new fence in the same location as the existing fence using fencing materials substantially equivalent to the existing fence promptly after completing its work.

XIV. INDEMNIFICATION

City and ISD 709 shall each be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party. City's and ISD 709's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below.

CITY OF DULUTH	INDEPENDENT SCHOOL DISTRICT/NO. 709
By:	By: We Smult
Mayor	Its: <u>Superintendent</u>
Attest:	Printed Name: William Gronseth
	Dated: August 29, 2018
City Clerk Date Attested:	
Approved as to form:	
City Attorney	
Countersigned:	
City Auditor	

NO. BY DATE

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Memorandum of Understanding

I. PURPOSE AND SCOPE:

- A. Positive Energy Outdoors (PEO) of Duluth, Minnesota, and Lowell Elementary School of Duluth, Minnesota, enter into this Memorandum of Understanding (MOU) to establish the framework under which PEO programming will be provided.
- B. This MOU outlines the agreed upon arrangements for implementing Adventure Club programming between PEO and Lowell Elementary School for the 2018 2019 academic year.

II. PRIMARY POINT OF CONTACT (POC)

Positive Energy Outdoors
Stephanie Love
Director
4757 Datka Road
Duluth, MN 55803
steph@outdooredventures.org
218-391-0147

Adventure Club On-Site Contact
Michaela Johnson
Adventure Club Coordinator
4757 Datka Road]
Duluth, MN 55803
coordinator@outdooredventures.org
218-461-7171 (answered 1:00-6:00 p.m. M-F)

School Contact
Jennifer Larva
Lowell Elementary School Principal
2000 Rice Lake Road
Duluth, MN 55811
jennifer.larva@isd709.org
218-336-8895 x 1007

III. PROGRAM OFFERINGS AND SCHEDULE

- A. PEO agrees to provide programming during the following timeframes:
 - i. Fall Semester: September 4, 2018 December 21, 2018
 - ii. Spring Semester: January 2, 2019 June 6, 2019
 - iii. Summer Program Option: June 17, 2019 August 23, 2019
- B. Specific site schedule, including orientation week for staff/volunteers, start/end dates for participants, and any scheduled non-meeting days will be confirmed no later than 4-weeks prior to the start of each semester with the Lowell Elementary School Principal.

PEO programs will meet at the following times:

- i. Adventure Club Full Time Program: Monday-Friday, 2:15 p.m. 5:30 p.m.
- ii. Adventure Club Part Time Program: M, W, F, 2:15 p.m. 5:30 p.m.
- iii. Adventure Club Part Time Program: T, Th, 2:15 p.m. 5:30 p.m.
- iv. Adventure Club Flexible Part Time Program: Combination of 1-4 days, M, T, W, Th, F, 2:15 p.m. 5:30 p.m.

PEO program staff and volunteers require access to the site 1 hour and 15 minutes before and 30 minutes after above stated meeting times for planning, setup, debrief, and cleanup.

IV. FACILITY

A. Lowell Elementary School agrees to provide an indoor meeting space (Room 149-small gym) for

severe weather options and access to outdoor classroom/nature playscape for program offerings listed in Section III.B of this MOU. Access to these spaces a minimum of 10 minutes before and after program time is required for setup and cleanup.

- B. PEO staff and volunteers will have access to outdoor classroom spaces/nature playscape, small teacher lounge (Room 149a), a designated meeting space (Room 154), or similarly sized/configured space 1 hour and 15 minutes before and 30 minutes after clubs for the purpose of pre-meeting and post-debrief with staff and volunteers.
- C. Lowell Elementary School will provide storage in the designated classroom (1) locked storage container (size TBD) for the storage of materials and supplies to be used during the Adventure Club program. Space shall be secured by the same means Lowell Elementary School secures its own property from loss, theft, or damage.

V. MATERIALS

- A. PEO will be responsible for procuring all required programming materials.
- B. PEO will arrange for providing program participants with snack prior to club meetings.
- PEO will be responsible for making sure participants are dressed appropriately for outdoor play in a variety of year round weather conditions

VI. PARTICIPANTS

PEO Adventure Club programming is offered on a sliding fee scale for participants, and targeted to children whose families need full or part time after school care, and/or have an interest in nature play, social-emotional learning and outdoor skill development for their children. Consistent attendance by participants (minimum of 70%, per individual) is expected.

- A. PEO Adventure Club programming is open to all children in grades K-5, as designated in section III.B of this MOU.
- B. All interested participants must pre-register through PEO's online application process.
- C. PEO will be responsible for the recruitment, placement, and program release of all children for PEO Adventure Club programming, and will provide Lowell Elementary School with the following participant information:
 - i. At the time of signing MOU:
 - Copy of PEO Statement of Non-Affiliation (one per family), which clearly states that Adventure Club is an independent program of Positive Energy Outdoors and there is no affiliation with ISD 709 or Lowell Elementary School.
 - Copy of PEO Assumption of Risk Form (parent permission form), which clearly states that permission has been given for participants to participate in Adventure Club, and includes an image/media release.
 - 3. Copy of PEO Behavior Policy.
 - ii. No later than 1-week prior to start of clubs:
 - 1. Complete daily roster of children attending Adventure Club.
 - 2. List of individual participants who do not have signed image releases.
 - iii. Information for new children joining the program will be provided to the PEO POC weekly. Space permitting, new participants are allowed to join Adventure Club at any time during the school year.
 - iv. At the end of daily program sessions, PEO participants will be released back to the care of their parent/guardian for dismissal. PEO program staff will follow PEO sign out procedures.

including checking IDs, and signing out (day and time) each child. Copies of participant sign in/sign out rosters will be kept on file by PEO for six (6) years as required by the St. Louis County Child Care Assistance Program (CCAP).

D. If the number of participants is fewer than 20 (full and part time), PEO reserves the right to cancel Adventure Club

VII. PROGRAM STAFF AND VOLUNTEERS

- A. All PEO programming will be managed, on-site, by PEO professional staff members.
- B. A PEO Director will remotely manage PEO programming, and perform a minimum of 2 on-site program quality assessment visits per year as well as provide weekly on-sight oversight for the programming.
- C. PEO Adventure Club is run by professional PEO staff, with a minimum staff to student ratio of 1:10. All PEO professional staff are over the age of 18. Volunteers and interns may also be recruited by PEO.
- D. PEO is responsible for the recruitment, placement, and supervision of all adult volunteers and interns. PEO will share its volunteer and intern recruitment materials with Lowell School to help to identify potential volunteers.
- E. PEO is responsible for training all staff, volunteers and interns.
- F. PEO is responsible for completing background checks for all adult professional staff, volunteers and interns.

VIII.COSTS

PEO programming is provided on a sliding scale for all participants. To help ensure that our programs remain affordable for low-moderate income families, Lowell Elementary School agrees to provide the following in-kind support.

- A. In-kind support:
 - i. Use of program facility as outlined in this MOU.

IX. MISCELLANEOUS

A. PROTECTION OF REPUTATION

Through the execution of this MOU, both organizations acknowledge the other's community reputation for high-quality education and program offerings. Both parties agree to uphoid these standards and do nothing that will compromise the other's reputation and community standing with their staff, constituents, and stakeholders.

B. COMPLEMENTARY PROGRAMMING

Adventure Club was created to fill a gap in outdoor education/nature play programming available after school for students and families at their request. Both parties agree that future program development or expansion of PEO Adventure Club programming will further enhance opportunities for students and families, while avoiding competition with or duplication of services already provided by either party.

C. INSURANCE

Positive Energy Outdoors will maintain a Commercial General Liability coverage limit of \$1,000,000 per occurrence, and a \$1,000,000 umbrella coverage policy to indemnify the school district and hold it harmless from any liability arising from PEO's use of school district property. ISD #709, 215 North 1st Avenue East, Duluth, MN 55802, is listed as the Certificate Holder and as an Additional Insured on the policy.

D. LOGOS

Use of any organizational logos may be done so only with written permission and approval from the appropriate POC. All organizational logos are to be used in accordance with each organization's graphic guidelines.

E. USE OF IMAGES

Contingent on individual participant releases, organizations grant the other usage of any images and/or voice of participants in this program on websites, social media, promotional and program materials, in perpetuity, as it relates to promoting Adventure Club and PEO programming.

F. MEDIA

Organizations agree to mutually support each other's media activities and share copies of any articles, stories or other coverage related to Adventure Club. Organizations involved in this MOU must approve all media releases and opportunities related to Adventure Club.

G. FUNDING

Organizations may jointly or independently pursue funding to support and enhance Adventure Club, provided both organizations are informed prior to submittal of applications or requests.

H. SETTLEMENT OF DISAGREEMENTS

Organizations will endeavor to resolve any issues that arise in the management and quality of PEO programming. If a dispute arises out of or relates to this contract, and if the dispute cannot be settled through negotiation, either party may choose to terminate this contract after making a good faith effort to resolve the matter. At that time, neither party shall use the name of the other in grant applications or publicity materials not already produced/submitted.

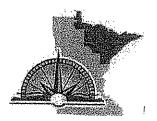
X. TERM AND EXECUTION OF MOU

- A. This MOU shall be effective from August 27, 2018 through August 23, 2019. The terms of the agreement may be amended by mutual written agreement of both parties, and may be terminated by either party with 60 days written notice.
- B. Signing this document acknowledges each party's understanding of, and agreement with, the terms outlined herein.

THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK

Please return a signed copy of this MOU to the listed PEO POC for our records.

Signature:	Jennife Jarva	Date:	8/16/18
	Lowell Elementaly School By: Jennifer Larva, Principal Jennifer.Larva@isd709.org 218-336-8895 x 1007	•	
Signature:	Who Deverth	_Date:	8/20/18
	Ouluth Public Schools By: William Gronseth, Superintendent William Gronseth@isd709.org 218-336-8752		
Signature:	sif form	Date:	8/15/18
	Positive Energy Outdoors (PEO) By: Stephanie Love, Director Steph@outdooredventures.org 218-391-0147		



This agreement is made between the <u>Congston</u> face demandary (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

 The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

Library: A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

Academic Library: An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

Public Library Outlet: A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

School Library Media Center: A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

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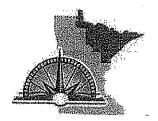
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
- B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
- C. Provide staff for maintaining the library collection and support ongoing professional development.
- D. Maintain financial support of its own library at a level which in no way is reduced because of participation in

- ALS programs and services will be based on the availability of funds appropriated by the State Legislature. Every attempt to provide the listed services will be made; however, ALS retains the right to modify the range of services due to changes in funding. ALS will:
 - A. Provide and support professional development opportunities, including continuing education, training workshops, special programs, and other events at little or no cost.
 - B. Maintain a system of communication for the sharing of information among member libraries, including online newsletters, other communication methods, online event calendars, e-mail lists, and an online directory of member libraries, staff, and contact information.
 - C. Enhance resource sharing and reciprocal borrowing. This may include services such as interlibrary loan and contracts for databases licensed either in whole or in part by the ALS Multitype.
 - D. Provide regional delivery service on a cost-share basis.
 - E. Provide members an opportunity to be involved in strategic planning.
 - F. Support the sharing of bibliographic data to the extent possible. This may include assistance with the conversion of records to share resources via the regional online catalog.

This membership agreement shall commence January 1, 2018 and will automatically renew each year, except that either party may terminate ALS Multitype membership with sixty (60) days of written notice.

If the Library chooses to terminate its ALS Multitype membership, materials, equipment and other items received from ALS within the last three years will be returned promptly. Any items borrowed from other participating libraries will be returned promptly and/or payment will be made to the owning library for lost or damaged items. The Library terminating its ALS multitype membership shall make no claims against the ALS Multitype.

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Street Address	11	your your services	
Dulyth	MN	558//	
City	State	Zip	
hinda Cason		10-14	3-2017
Signature of Library Contact		Date	
Dougho C. Hale		12/22/17	
Signature of Authorized Institutional/Organizational	Representative	Date	
Marjone Mc Peck		8/9/	18_
Signature of ALS Multitype Board President		Date	3



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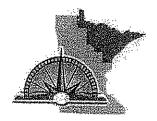
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Name of Library	
Name of Library 150709 Denfeld Hig Name of Institution/Organization	h School
Name of Institution/Organization	
401 N 44th Ave. W.	
Street Address	
Duloth Mr	55807
City State	Zip
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Signature of Library Contact	·/ Date
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Signature of Mithorized Institutional/Organizational Representative	Date
Margare Mc Peck	8/9/18
Signature of ALS Multitype Board President	Date



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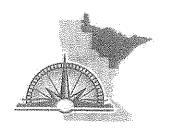
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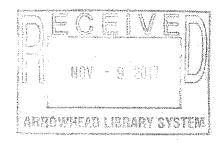
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DULUTH EAST HIGH SCHOOL		
Name of Library		
ISO 709		
Name of Institution/Organization		
301 N YOTH AVE E		
Street Address		
DULUTH	MN	55804
City	State	Zip
Butt wipen		11-9-17
	11 -	12/2 Date
Signature of Library Contact Put up Doughs C.	Hale	4-9-17
Signature of Authorized Institutional/Organizational Repre	esentative	Date
Marjone Me feak		8/9/18
Signature of ANS Multitype Board President		Date





The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

Library: A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

Academic Library: An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

Public Library Outlet: A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

School Library Media Center: A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

Special Library: A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

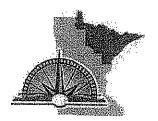
- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data.
- B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
- C. Provide staff for maintaining the library collection and support ongoing professional development.
- D. Maintain financial support of its own library at a level which in no way is reduced because of participation in

- III. ALS programs and services will be based on the availability of funds appropriated by the State Legislature. Every attempt to provide the listed services will be made; however, ALS retains the right to modify the range of services due to changes in funding. ALS will:
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 - B. Maintain a system of communication for the sharing of information among member libraries, including online newsletters, other communication methods, online event calendars, e-mail lists, and an online directory of member libraries, staff, and contact information.
 - C. Enhance resource sharing and reciprocal borrowing. This may include services such as interlibrary loan and contracts for databases licensed either in whole or in part by the ALS Multitype.
 - D. Provide regional delivery service on a cost-share basis.
 - E. Provide members an opportunity to be involved in strategic planning.
 - F. Support the sharing of bibliographic data to the extent possible. This may include assistance with the conversion of records to share resources via the regional online catalog.

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Homecroft Elementary			
Name of Library			٠
ISD#709			
Name of Institution/Organization			
4784 Howard Gresen Rd.			
Street Address		`	
Duluth	MN	55803	
City	State	Zip	
Kein ander			11/7/17
Signature of Library Contact			Date
Signature of Authorized Institutional/Organizational Represe	entative		Date
Moyou Me Peak			8/9/18
Signature of Ala Multitype Board President			Date



This agreement is made between the hallwood Gementum Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

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 - D. Provide regional delivery service on a cost-share basis.
 - E. Provide members an opportunity to be involved in strategic planning.
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hahewood Clen	renta	Ny .
Name of Library		
150 709		
Name of Institution/Organization		
5207 No Tracker	Rd	
Street Address	, \	
Guluth 1	11	55804
City	State	Zip
Linda Tongon		16-18-2017
Signature of Library Contact		Date
Douglas & Jah		(2/22/17)
Signature of Authorized Institutional Organizational Repr	esentative	Date
Maggaro Mc Reak		8/9/18
Signature of ACS Multitype Board President		Date



This agreement is made between the Lawra Muchanus Elementus School Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

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- B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
- C. Provide staff for maintaining the library collection and support ongoing professional development.
- D. Maintain financial support of its own library at a level which in no way is reduced because of participation in

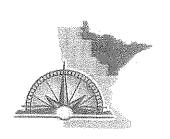
ALS Multitype Library Agreement Page 2

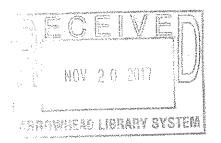
- ALS programs and services will be based on the availability of funds appropriated by the State Legislature. Every attempt to provide the listed services will be made; however, ALS retains the right to modify the range of services due to changes in funding. ALS will:
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 - C. Enhance resource sharing and reciprocal borrowing. This may include services such as interlibrary loan and contracts for databases licensed either in whole or in part by the ALS Multitype.
 - D. Provide regional delivery service on a cost-share basis.
 - E. Provide members an opportunity to be involved in strategic planning.
 - F. Support the sharing of bibliographic data to the extent possible. This may include assistance with the conversion of records to share resources via the regional online catalog.

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Laura Mac Arrhur Element	WY Schoo	1	
Name of Library	7		
Duluth Public Schools	-		
Name of institution/Organization	•		•
720 N. Central Avenue			
Street Address			
Duluth :	MN	5580	7
City	State	Zip	
Collan Knettet		/	2/14/17
Signature of Library Contact	1 &	11	Date
C 22	/ John	les V.	1/9/18
Signature of Authorized Institutional/Organizational Re	epresentative	M	Date
Marjone Mc Peak			8A/18
Signature of ALS Multitype Board President			Date





This agreement is made between the Lester Fark Elementary Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

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- B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
- C. Provide staff for maintaining the library collection and support ongoing professional development.
- D. Maintain financial support of its own library at a level which in no way is reduced because of participation in

ALS Multitype Library Agreement Page 2

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Lester Park Eleme	nt evy		
Name of Library	š.		•
ISD # 709			
Name of institution/Organization			
5300 Glenwood St			and the state of t
Street Address			
Duly-ky City	MA A	<u> </u>	And Stand
City	State	Zip	
Kei arden			11/15/17
Signature of Library Contact			Date
Signature of Authorized Institutional/Organizational	Representative		Date
Mayore Marcak			8/9/18
Signature of ALS Multitype Board President			Date



This agreement is made between the <u>Uncoln Fark Middle School</u> Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

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Lincoln tark Middle School	
Name of Library	
150 709 Dulath Public Schools	
Name of Institution/Organization	
3215 W. 37 St.	
Street Address	
Delath, ma	55806
City State	Zip
Sammi Welkins	10/20/17
Signature of Library Contact	Date
Douglas C. Jula	12/22/17
Signature of Authorized Institutional/Organizational Representative	Date
Mayou Mc Rock	8/9/18
Signature of ALS Multitype Board President	/ Date



This agreement is made between the Library System of the Library Seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

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ALS Multitype Library Agreement Page 2

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Lowell Elementary Media Cente	2 Y
Name of Library Gementary Schools/ ISP 709	
Name of Institution/Organization	
2000 Rice Lake Rd.	
Street Address	
Duruth MN 5	5811
City State	Zip
Sharel of Van Score	12/5/17
Signature of Library Contact	Date
Soughis a. Harle	12/22/17
Signature of Authorized Institutional/Organizational Representative	Date
Mayour McReak	8/9/18
Signature of ALS Multitype Board President	Date



This agreement is made between the MVERS - WILKENS ELEM SCH Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

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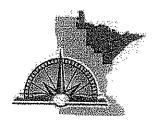
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 - c. Enhance resource sharing and reciprocal borrowing. This may include services such as interlibrary loan and contracts for databases licensed either in whole or in part by the ALS Multitype.
 - D. Provide regional delivery service on a cost-share basis.
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This membership agreement shall commence January 1, 2018 and will automatically renew each year, except that either party may terminate ALS Multitype membership with sixty (60) days of written notice.

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Name of Library	
ISD # 709 - DULUTH	MN
Name of Institution/Organization	
1027 N. 8TH AVE. E.	
Street Address	•
DULUTH, MN	55805
City State	Zip
Jom Spepar	11-7-2017
Signature of Ubjary Contact	Date
Min 1 Milloule	11-9-17
Signature of Authorized Intiltutional/Organizational Representative	Date
mayou me Reak	8/9/18
Signature of ALS Multitype Board President	[/] Date



This agreement is made between the Ordlan East Middle School

Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in the Arrowhead Library System Multitype (hereinafter referred to the ALS Multitype) services (as defined in Minnesota Statutes 134.351 – 134.354 and Minnesota Rules 3530.220). ALS is designated as the multitype system in the counties of Carlton, Cook, Lake, Lake of the Woods, Itasca, Koochiching, and Saint Louis. Member libraries must be located in one of these counties. There are no membership fees.

I. The Library must meet the definition of Academic Library, Public Library, School Library Media Center, or Special Library as defined by the Minnesota Department of Education's Multicounty Multitype Aid Guidance and Definition document.

Library: A library is an entity that has a bibliographically organized collection of resources and materials; these collections are accessible to users.

Academic Library: An academic library is the library of an accredited degree-granting institution of higher education, or a non-accredited institution with a program of four years or more. An academic library provides all of the following: (1) an organized collection of printed and/or other materials; (2) a staff trained to provide and interpret collection materials as required to meet the needs of clientele; (3) an established schedule in which services of the staff are available to clientele; and (4) the physical facilities necessary to support such a collection, staff, and schedule.

Public Library Outlet: A public library outlet is a unit of an Administrative Entity that provides direct public library service and meets the public library membership requirements of Arrowhead Library System and definition of a public library under MN Statutes 134.001 Subd. 2.

School Library Media Center: A school library media center is an organized collection of printed, virtual and/or computer resources in an elementary or secondary school. A school library makes resources and services available to students, teachers, and administrators. A school library media center may be called a library, media center, instructional materials center, learning commons, or learning resource center.

Special Library: A special library is any library that maintains a collection of resources and that does not fit within any of the above categories. Special libraries may be affiliated with historical societies, hospitals or other organizations.

- A. Share resources with other members to the greatest extent possible within the framework of its own and other libraries' current policies and recognizing its primary responsibility to its own users. Resources may include but are not limited to books, materials, staff expertise, and bibliographic data,
- B. Participate in networking and communication among all ALS Multitype member libraries. Information required for the ALS Membership Directory and email lists may include, but is not limited to, current contact information, phone number, and email address as well as relevant information about library resources, programming, staffing, and hours of services.
- C. Provide staff for maintaining the library collection and support ongoing professional development.
- D. Maintain financial support of its own library at a level which in no way is reduced because of participation in

- III. ALS programs and services will be based on the availability of funds appropriated by the State Legislature. Every attempt to provide the listed services will be made; however, ALS retains the right to modify the range of services due to changes in funding. ALS will:
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Name of Library			
Duluth Schools	ISD:	109	
Name of Institution/Organization			
2900 E. 4Th St.			, MATERIAL
Street Address			
Dulutn	MN	55813	}
City	State	Zip	
May Courage			10/17/17
Signature of Library Contact			Date
Vertilles O. Lasta		121	7/15
Signature of Authorized Institutional/Organizational Repn	esentative		Date
Marjore Ma Peak			8/9/18
Signature of ALG Multitype Board President			' Date



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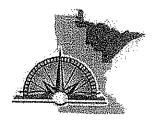
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Name of Library		
1SD #709		
Name of Institution/Organization	1	
Name of Institution/Organization 2827 Chamber	Sburg Ave	
Street Address		and a property of the g
Duluth	MN	558/1
City	State	Zip
Bin sung		11/16/17
Signature of Library Contact		Date
1 erclas 12 Has	la 1	12/22/17
Signature of Authorized Institutional/Organizat	ional Representative	Date
Mayour Mc Roed		8/9/18
Signature of ALS Multitype Board President		/ 'Date



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ALS Multitype Library Agreement Page 2

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Name of Library - (S f) # 7 8 9	J	
Name of Institution/Organization	1.)	
715 101st Ave		
Street Address	22.4	5580d
Daluth	MN	
City	State	Zip
Bin suring		11/16/1
Signature of Library Contact		Date
Augus C. John		12/22/17
Signature of Mithorized Institutional/Organizational F	Representative	Date
Mayone Mc Peck		8/9/18
Signature of ALS Multitype Board President		Date (