

STATE OF MINNESOTA INCOME WORKSHEET

Duluth, MN Park & Recreation Department Archery in the Schools Grant

State Accounting Information:

PC BUS UNIT: R2901	Fiscal Year: 2019	Vendor Number: 0000197681
Total Amount of Contract: \$1800.00	Amount of Contract First FY: \$1800.00	

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2001	Fund:	Fund:
FINNDEPT: R29367T6	FINNDEPT:	FINNDEPT:
APPRID: 296220	APPRID:	APPRID:
ACCOUNT:	ACCOUNT:	ACCOUNT:
SW COST:	SW COST:	SW COST:
AGENCY COST 1:	AGENCY COST 1:	AGENCY COST 1:
AGENCY COST 2:	Project:	Project:
Project #:	Project #:	Project #:
Activity:	Activity:	Activity:
Amount: \$1,800.00	Amount:	Amount:

Begin Date: On execution

End Date: June 30, 2019

Cooperator Name and Address for filing and payment purposes:

Duluth, MN Park & Recreation Department, ISD# 709, 411 West 1st Street, Duluth, MN 55802

Contact Person:

Megan Lidd, Duluth, MN Park & Recreation Department, ISD# 709, 411 West 1st Street, Duluth, MN 55802 mlidd@duluthmn.gov, 218-730-4335



**STATE OF MINNESOTA
COOPERATIVE AGREEMENT**

Duluth, MN Park & Recreation Department Archery in the Schools Grant

This Cooperative Agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and, *City of Duluth, Park & Recreation Department, ISD# 709, 411 West 1st Street, Duluth, MN 55802* ("Cooperator").

Recitals

1. Under Minn. Stat. § 84.026 the State is empowered to enter into Cooperative Agreements.
2. The Cooperator is in need of archery equipment to initiate the National Archery in the Schools Program in Minnesota schools, outdoor recreation clubs, and youth groups.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

1.1 **Effective date:** The date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. **The Cooperator must not begin work under this Cooperative Agreement until this contract is fully executed and the Cooperator has been notified by the State's Authorized Representative to begin the work.**

1.2 **Expiration date:** **June 30, 2019**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Duties

- 2.1 The State will provide archery equipment as listed on Attachment 1, which is attached and incorporated into this Cooperative Agreement, with an estimated value of **\$3600.00** to the Cooperator; and will provide the "On Target For Life" archery curriculum.
- 2.2 The Cooperator, who is not a state employee, will provide the following:
 - 2.2.1 **\$1,800.00** in funds to be deposited in a revolving account for the "Archery in the Schools" program;
 - 2.2.2 Teachers and staff members delivering classroom archery instruction will fulfill the National Archery in the Schools Program Instructor Certification prior to providing archery instruction to students; and
 - 2.2.3 The Cooperator or recipient school will conduct physical education classes utilizing the "On Target for Life" curriculum and archery equipment for at least two-weeks every school year for the expected life of the equipment (ten years).
 - 2.2.4 The Cooperator will make the archery equipment available for after-school and extra-curricular archery programs.
 - 2.2.5 Failure to comply with the requirements of section 2.2 could result in the State Authorized Representative reclaiming the equipment package from the Cooperator

3 Payment

The State will provide archery equipment and curriculum to the Cooperator under this cooperative agreement as follows:

- 3.1 The Cooperator will receive the archery equipment and curriculum after paying the State **\$1,800.00** in funds as described above; and submitting proof that training listed in 2.2.3 has been applied for.
- 3.2 The total obligation of the Cooperator for all compensation and reimbursements to the State under this Cooperative Agreement is **\$1,800.00**.

4 Authorized Representatives

The State's Authorized Representative is **Kraig Kiger, Shooting Sports Program Administrator, 1201 Hwy 2 East, Grand Rapids, MN 55744, 218-328-8868**, or his successor.

The Cooperator's Authorized Representative is Megan Lidd, City of Duluth, Park & Recreation Department, ISD# 709, 411 West 1st Street, Duluth, MN 55802 mlidd@duluthmn.gov 218-730-4335

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Cooperator may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the State and a fully executed Amendment, executed and approved by the same parties who executed and approved this Cooperative Agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This Cooperative Agreement contains all negotiations and agreements between the State and the Cooperator. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6 Liability

The cooperator must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Cooperator or the Cooperator's agents or employees. This clause will not be construed to bar any legal remedies the Cooperator may have for the State's failure to fulfill its obligations under this contract.

7 Government Data Practices

The Cooperator must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Cooperator or the State.

If the Cooperator receives a request to release the data referred to in this Clause, the Cooperator must immediately notify the State. The State will give the Cooperator instructions concerning the release of the data to the requesting party before the data is released.

8 Publicity

Any publicity regarding the subject matter of this Cooperative Agreement must not be released without prior written approval from the State's Authorized Representative.

9 Audit

Under Minn. Stat. § 16C.05, subd. 5, the Cooperator's books, records, documents, and accounting procedures and practices relevant to this Cooperative Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

10 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. ENCUMBRANCE

By: Ellen Thomas
Contract Number: 156669
Date: 4/25/19

2. COOPERATOR

By: [Signature]
Title: Assistant Manager
Date: 4/16/19

**3. DEPARTMENT OF NATURAL
RESOURCES**

By: Deborah A. Beys
Title: Chief, Section of Outreach
Date: 4/23/19

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: Kim Montgomery
Title: Contract Coordinator
Date: 4/29/19

Distribution:
Agency
Cooperator
State's Authorized Rep. - Copy

Duluth Park & Recreation
Department
-ATTACHMENT 1-

Equipment List

The standard Archery equipment package consists of:

10 right handed Genesis Bows
2 left handed Genesis Bow
5 bulls-eye, FITA 36" targets
10 dozen aluminum arrows, full length
1 backstop net
1 Bowhanger® set
1 repair kit

The local match required is: \$1,800.00

State of Minnesota – Archery Equipment Grant

CITY OF DULUTH

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Date: _____

Approved as to form:

City Attorney

Date: _____

