

**Agreement between Adult Basic Education and the
Adult Community Center**

THIS AGREEMENT is made and entered into January 1, 2025, by and between the City of Marshall, Minnesota (the "City"), the Adult Community Center Commission of the City of Marshall, (the "Commission"), a body politic, and Marshall Independent School District 412, organized under the laws of Minnesota, hereinafter referred to as ("School District").

WHEREAS, the City of Marshall owns an Adult Community Center located at 107 South 4th Street, Marshall, Minnesota, and

WHEREAS, the Marshall City Council established the Adult Community Center Commission (the "Commission"), to operate and maintain the City's Adult Community Center; and

WHEREAS, Marshall City Code Article 2 -VI-11 authorizes the Commission to enter into contracts related to the management and operation of the Adult Community Center ("ACC"), after receiving approval of the contract by the City Council; and

WHEREAS, the School District intends to use space at the ACC on a consistent, scheduled basis for its Adult Basic Education programming; and

WHEREAS, the School District and the Commission desire to maintain their long-standing relationship.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the parties agree as follows:

The Commission and the School District shall have the following duties, responsibilities, and privileges:

Commission Duties

1. The Commission, either by or on behalf of the City shall schedule hours of operation for the Adult Community Center.
2. The Commission shall maintain the building and keep in good order, working with the City to make such repairs as are necessary. The Commission shall provide all janitorial services. The School District, as a facility user, agrees to use reasonable care in its use, including picking up after themselves or from their events, and agreeing not to deposit any trash or garbage on any part of the premises other than in designated receptacles. Normal reasonable wear and tear is expected.

Rent & Space

1. The School District shall pay \$200 no later than the 10th day of each month to the City of Marshall for the monthly use of the Prairie Winds Room from 4:00 p.m. to 8:00 p.m. each Monday, Tuesday and Wednesday (dedicated days and time") during the initial term and for any annual terms subsequent to the initial term. From time to time, a conflict may arise for use of the Prairie Winds room. If such a conflict arises, the Coordinator at the ACC will collaborate with the Instructor for ABE using that room to mutually agree upon another comparable room within the ACC during the dedicated day and time.
2. The Agreement shall become effective January 1, 2025, and continue until December 31, 2025 ("initial term"). This Agreement shall be automatically extended for an unlimited number of one-year periods, unless, on or before December 31, 2025 (for the initial term), or thereafter on or before the December 31 of any subsequent term, either Party provides

to the other written notice of its desire not to automatically renew this Agreement. Either party may request a meet and confer with the other party by December 1 of any term to discuss any of the terms of this Agreement before the next automatic renewal period.

3. The decision of the School District to not use space at the ACC on the dedicated days and times described herein does not excuse the School District from paying the monthly rent set forth in Paragraph 1 herein, and the Commission is not obligated to pro-rate the monthly rent.
4. If the School District desires to rent space at the ACC on dates and at times other than the dedicated dates and times, the School District will do so following ACC rental procedures available to the public generally.

Relationship

The School District is performing independent functions and responsibilities from the Commission. The School District and its personnel, if any, or volunteers, are independent contractors and not employees of the Commission. The School District has no authority to make any binding commitments or obligations on behalf of the Commission except to the extent expressly provided herein.

Indemnity and Duty to Defend

Each party shall be responsible for its own acts and omissions, and the acts and omissions of its own employees, agents, representative or volunteers, and the results thereof to the extent authorized by law. The School District agrees to defend, indemnify and hold the Commission, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of the School District or of its agents or contractors related to the performance of this Agreement. The Commission agrees to defend, indemnify and hold the School District, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of the Commission or of its agents or contractors related to the performance of this Agreement. The party seeking to be indemnified and defended shall provide timely notice to the other party when the claim is brought. The indemnifying party shall retain all rights and defenses available to the indemnified party. Nothing in this Agreement constitutes a waiver of any limits on liability, immunities, or exemptions from liability available to either party under Minnesota Statutes, chapter 466 or other law.

Termination

1. Mutual Termination. The parties, by mutual written agreement, may terminate this Agreement at any time.
2. School District Termination. The School District may terminate this Agreement in the event of a breach of the Agreement by the Commission upon providing thirty (30) days' written notice to the Commission, so long as the Commission is given the opportunity to cure the breach within the thirty (30) day period between the termination notice and the effective date of termination.
3. Commission Termination. The Commission may terminate this Agreement by providing thirty (30) days' written notice at any time for breach upon written notice to the School

- District, so long as the School District is given the opportunity to cure the breach within the thirty (30) day period between the termination notice and effective date of termination.
4. Either party may terminate this agreement for any reason, or no reason, upon three (3) months' written notice to the other.

Notice

Any written notices, including written notice of termination, shall be provided to the parties at the following addresses:

Independent School District 413
Adult Basic Education Program
401 S Saratoga St
Marshall, MN 56258
Attn: Director of Business Services

Adult Community Center
Office of the Coordinator
107 South Fourth Street
Marshall, MN 56258

General Terms

1. The Adult Community Center shall be open to members and non-members of the School District.
2. Compliance with Laws. School District shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations.
3. Compliance with ACC rules relating to use of the ACC generally, the Code of Conduct for the ACC and consumption of food within the ACC.
4. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and both parties waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
5. Assignment. The School District may not assign any right, privilege or license conferred by this agreement.
6. Amendment. Notwithstanding any other provision hereof, the parties hereto may by mutual consent and in writing agree to modifications and additions hereto.
7. Data Practices Act Compliance. Any and all data provided to the School District, received from the School District, created, collected, received, stored, used, maintained, or disseminated by School District pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and specifically Section 13.495. This paragraph does not create a duty on the part of the School District to provide access to public data to the public if the public data are available from the Commission.
8. No Discrimination. The School District agrees not to discriminate in providing Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age,

sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to termination of this Agreement.

9. Waiver. Any waiver by any party of a breach of any provisions of this Agreement shall not affect in any respect the validity of the remainder of this Agreement.
10. Survivability. All covenants, indemnities, guarantees, releases, representations, and warranties of either party or the parties and any undischarged obligations of the parties arising prior to the expiration or termination of this Agreement, shall survive such expiration or termination.
11. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and in the year above written.

Independent School District 412³

Sarah Kirchner [Signature] 11/13/24
Printed Name Signature Date

Adult Community Center Commission

Fran Andrzejewski [Signature] 11-5-2024
ACC Commission Chair Printed Name ACC Commission Chair Signature Date

City of Marshall

Mayor Printed Name Mayor Signature Date

Attested to by:

City Clerk Printed Name Clerk Signature Date