


INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, Minnesota

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: June 24, 2019

SUBJECT: Facilities Use Agreement Between the Board of Trustees of the Minnesota State Colleges and Universities, on Behalf of Hennepin Technical College and Independent School District 271

ORIGINATING DEPARTMENT: Academic Services

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Eric Melby  
Assistant Superintendent 

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**RESOLUTION FOR BOARD TO ADOPT:**

RESOLVED, that the School Board of Independent School District 271 approves the Facilities Use Agreement between the State of Minnesota through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Hennepin Technical College and Independent School District 271. The Facilities Use Agreement is effective from January 2, 2019 through June 30, 2020.

**RECOMMENDATION OF SUPERINTENDENT:**

Approve.

**DETAILED BACKGROUND:**

The Facilities Use Agreement allows Bloomington Career and College Academy to lease a classroom on Monday-Friday, 6:00 AM-10:00 PM; Saturday 7:30 AM-5:00 PM; Closed on Sunday. Exception: May 28, 2019-August 6, 2019: Monday-Thursday, 6:00 AM-10:00 PM; Closed Friday-Sunday. Bloomington Career and College Academy agrees to pay \$8,824.50.

The District's legal counsel and insurance agent have reviewed the attached agreement.

F.Y.

2019-2020

Cost Center

635550

Obj. Code

Amount

\$8,824.50

Vendor #

P.O. #



# MINNESOTA STATE

## FACILITIES USE AGREEMENT

### ON-CAMPUS ONLY

THIS FACILITIES USE AGREEMENT is between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of Hennepin Technical College Eden Prairie Campus, 13100 College View Drive, Eden Prairie, MN 55347 ("Minnesota State") and Bloomington Career & College Academy, 8800 Queen Ave. S. Suite 219, Bloomington, MN 55431 ("Licensee").

1. **FACILITIES.** For purposes of this Agreement, "Facilities" shall mean: H191.

Parking will be available to Licensee at the following location: Parking is permissible in any space or lot not marked Staff or Visitor.

2. **GRANT OF LICENSE.** Minnesota State grants to Licensee a license to use the Facilities solely for the following purpose(s):

Bloomington Career & College Academy

The estimated number of people expected to participate or attend is: TBD

Licensee acknowledges and agrees that Minnesota State, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facilities as provided in this Agreement. Licensee shall use the Facilities in accordance with the terms and conditions of this Agreement, all Minnesota State policies and procedures including all federal, State and local laws, ordinances, rules and regulations.

The parties agree that this agreement does not create a landlord-tenant relationship between them. Minnesota State is permitting Licensee to use the Facilities according to the terms of this Agreement. It is specifically understood that the permission to use the Facilities and the period of use are not exclusive to Licensee, and Minnesota State shall have the right to enter and use the Facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by Minnesota State.

3. **TERM AND TIME OF USE.** Licensee may use the Facilities during the following dates and times:

January 2, 2019 – June 30, 2020: Monday - Friday, 6:00 AM – 10:00 PM; Saturday 7:30 AM – 5:00PM; Closed on Sunday.

Exception: May 28, 2019 – August 6, 2019: Monday – Thursday, 6:00 AM – 10:00 PM; Closed Friday – Sunday.

Refer to HTC Calendar for other campus closed dates or modified hours.

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to Minnesota State a fee of Eight Thousand Eight Hundred Twenty-Four and 50/100 Dollars (\$8,824.50), which amount shall be payable upon invoicing after the event has taken place.

5. **NOTICE AND CONTRACT ADMINISTRATION.**

All notices, requests, and other communications between Licensee and Minnesota State that are required or that Licensee and Minnesota State elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

COLLEGE/UNIVERSITY: Hennepin Technical College  
Contact Name and Title: Matthew Leaf, Associate Dean of Workforce Education  
Address: 9000 Brooklyn Blvd, Brooklyn Park, MN 55445

Licensee: Bloomington Career & College Academy  
Contact Name and Title: Gary Kressin, Bloomington Career & College Academy Director  
Address: 8800 Queen Ave. S. Suite 219, Bloomington, MN 55431

6. **MAINTENANCE OF FACILITIES.** Licensee agrees to maintain the Facilities in a clean and sanitary condition. After Licensee finishes using the Facilities, Minnesota State will inspect the Facilities and make any repairs or replace any missing or destroyed property caused by Licensee, as it deems appropriate. Minnesota State will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days. However, if the cost of repairs or replacement is estimated to exceed \$500, Minnesota State shall be entitled to obtain payment of such amount from Licensee in advance. This provision will survive the termination of this Facilities Use Agreement.
7. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by Minnesota State during its occupancy of the Facilities.

8. **LICENSEE'S INSURANCE.**

- a. Licensee shall not occupy the Space under this Agreement until Licensee has obtained, at its sole expense, general liability and property damage insurance requirements as described below and naming both Minnesota State Colleges and Universities and Hennepin Technical College, 13100 College View Drive, Eden Prairie, MN 55347, as additional insured, and has provided a certificate of insurance to Minnesota State and said insurance has been approved by Minnesota State/State of Minnesota. All policies shall remain in force and effect throughout the term of this Agreement. If this Agreement is signed by Licensee less than thirty (30) days prior to the event, Licensee shall submit such evidence of insurance upon the signing of this Agreement. **No occupancy or use by Licensee may take place until satisfactory evidence of insurance coverage is provided to Minnesota State.**

## GENERAL INSURANCE REQUIREMENTS

### POLICY REQUIREMENTS

#### 1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage  
B. Coverage B – Employers Liability with limits of not less than:  
    \$100,000 Bodily Injury by Disease per Employee  
    \$500,000 Bodily Injury by Disease Aggregate  
    \$100,000 Bodily Injury by Accident

#### 2. General Liability Insurance

- A. Minimum Limits of Liability:  
    \$2,000,000 – Per Occurrence  
    \$2,000,000 – Annual Aggregate  
    \$2,000,000 – Annual Aggregate applying to Products/Completed Operations  
B. Coverages:  
     Premises and Operations Bodily Injury and Property Damage  
     Personal & Advertising Injury  
     Blanket Contractual  
     Products and Completed Operations  
     Other; if applicable, please list \_\_\_\_\_  
     State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

#### Additional Insurance Conditions

- Licensee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensee's performance under this Agreement.
- Licensee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensee's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensee is responsible for payment of Agreement related insurance premiums and deductibles.

- If Licensee is self-insured, a Certification of Self-Insurance must be attached.
  - Licensee's policy(ies) shall include legal defense fees in addition to the liability policy limits.
  - All contracts require Additional Insured status on a primary basis. LICENSEE can provide Additional Insured status, but primary status is not available for Minnesota State.
  - Licensee shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
  - An Umbrella or Excess Liability insurance policy may be used to supplement the Licensee's policy limits to satisfy the full policy limits required by the Agreement.
- b. Minnesota State's liability insurance coverage is governed by the Minnesota Tort Claims Act, Minn. Stat. 3.736. Minnesota State is self-insured for Worker's Compensation.
- c. The limits of insurance can be satisfied through a combination of primary and excess liability programs, which is allowable by aforementioned language.
9. **LIABILITY**. Each Party shall be responsible for its own acts and behavior and the results thereof. Minnesota State's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. 3.736.
10. **MINNESOTA DATA PRACTICES ACT**. Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**. Licensee agrees that in occupying the Facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
12. **AUDIT**. The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by Minnesota State, and either the Minnesota Legislative Auditor or Minnesota State Auditor for a period of six (6) years following the termination of this Agreement.
13. **NO ASSIGNMENT; AMENDMENTS**. Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of Minnesota State. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **CANCELLATION**. This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.

15. **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.
16. **SECURITY.** Licensee hereby assumes all responsibility for security throughout its use of the Facilities.
17. **DEFAULT.** In the event of any default by Licensee under the terms of this Agreement, Minnesota State may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the Minnesota State may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the license fee is a reasonable estimate of such damages.
18. **GOVERNING LAW and VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
19. **ENTIRE AGREEMENT.** This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

20. **OTHER PROVISIONS**

**Technology Services: LICENSEE Network Requirements:**

- Licensee establishes their wired network at MINNESOTA STATE.
  - MINNESOTA STATE will provide rack space to install network switches.
  - Current MINNESOTA STATE cabling will be used.
  - Any new cabling will require the approval of MINNESOTA STATE technology services.
- Licensee will establish Eduroam wireless:
  - Licensee Eduroam will provide wireless access using MINNESOTA STATE high density wireless.
  - Alternative to Eduroam, Licensee may use MINNESOTA STATE guest wireless.
- Licensee will install, support and manage their own printers.
- Licensee will provide all necessary computers/audio visual and technology for use by their students and faculty.
- Licensee will provide all technology support for their students and faculty when taking Licensee only courses.
- A single point of contact will be established for MINNESOTA STATE to be made aware of new and existing Licensee employees to MINNESOTA STATE.

- Licensee employees will be configured in MINNESOTA STATE email address booking using their Licensee email address. MINNESOTA STATE email addresses will not be provided.
- Phones in classrooms will be provided. They will not be configured for voicemail and will reflect the classroom number and location. They will not be configured for individuals.
- Phones in Office space will not be provided by MINNESOTA STATE and if needed, will be provided by Licensee.

Please see Addendums A & B to the Facilities Use Agreement attached and incorporated into this agreement. Insurance Addendum. Student Code of Conduct.

***SIGNATURE BLOCK IS ON NEXT PAGE***

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

**APPROVED:**

**1. LICENSEE: Independent School District #271**

Licensee certifies that the appropriate person(s) have executed the Agreement on behalf of Licensee as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)
Title
Date

**2. MINNESOTA STATE: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF HENNEPIN TECHNICAL COLLEGE**

By (authorized signature)
Title
Date

**3. VERIFIED AS TO ENCUMBRANCE (if applicable)**

By (authorized signature)
NA
Title
Date

**4. AS TO FORM AND EXECUTION**

By (authorized signature)
Title
Date



## **ADDENDUM A**

### **Technology service responsibilities between parties:**

BCCA will provide classroom and office computers, printers and technology services for all BCCA staff. BCCA will install network switches to support wired connections if needed. These wired connections can utilize existing HTC cabling from the closet to the classroom/office location.

BCCA will connect their network switches back to the EPC network core (H191) utilizing HTC dark fiber.

BCCA will support all BCCA employee technology requests and needs.

HTC will allow use of the existing classroom projectors and associated media cabling. BCCA will support these projectors on their own and if they are removed:

1. Consultation with HTC IT will occur
2. The HTC projector will be provided back to HTC.

HTC will provide rack space in H191 to install a Comcast or like connection to connect BCCA back to their home campus.

For wireless:

**Option A (Preferred):**

HTC will assist BCCA with establishing eduroam wireless so BCCA can utilize the existing HTC wireless infrastructure.

**Option B:**

BCCA will identify on a building map the proposed locations of access points. These access points will broadcast only 1 ssid which will be secured and protected and provide no open access. After consultation with HTC IT, access points can be installed.

BCCA can continue to use HTC phones; however, a transition will need to occur during the 2019-2020 academic year to plan for BCCA phones to be installed. HTC will be moving to a new phone system which will not allow for BCCA use.

## **ADDENDUM B**

### **Adherence to Hennepin Technical College's Student Code of Conduct:**

BCCA will ensure that all of their students shall abide by Hennepin Technical College's Student Code of Conduct as outlined in Policy 3.6. It is the sole responsibility of BCCA staff to ensure each District 271 who attends class on HTC premises be (A) made aware of the Code of Conduct and (B) be provided a copy of the Code of Conduct either in electronic or hard copy. The most current version can be found at: <https://www.hennepintech.edu/policy/pdfs/3-6POL.pdf>.

Students who are found in violation of the Code of Conduct will be subject to the same disciplinary actions as HTC students.