

F.Y.	Cost Center	Obj. Code	Amount	Vendor#	P.O #
SFY2013	301301	1010	\$ 0.00	n/a	n/a

FACILITIES USE AGREEMENT

BETWEEN

Aitkin County Health & Human Services

AND

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Pine Technical College

THIS AGREEMENT is between the Aitkin County Health & Human Services ("Licensor") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Pine Technical College ("Licensee"), and is governed by Minnesota law.

1. **PERMITTED USE.** Licensor agrees to allow Licensee use of the following:

Location: 204 1st St. NW, Aitkin MN 56431

Date and Time: July 1, 2012 – June 30, 2013

Description of Activity or Event: Early Childhood classes/trainings for Child Care Resource & Referral (CCR&R)

2. **FEE.** For its use of the Space, Licensee agrees to pay to Licensor a fee of **Zero Dollars (\$0.00).**
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of July 1, 2012 or the date when the final required signature is obtained by Licensee, and shall remain in effect until June 30, 2013. This agreement may be canceled by either party at any time, for any reason, upon 5 (five) days written notice to the other party.

4. CONTRACT ADMINISTRATION.

Licensee's authorized agent:

Name: Wendy Walburg
Address: Pine Technical College, 900 4th St SE, Pine City, MN 55063
Phone: 320-629-5146
Fax: 320-629-5107

Licensor's authorized agent:

Name: Thomas Burke
Facility: Aitkin County Health & Human Services
Address: 204 1st St NW, Aitkin, MN 56431
Phone: 218-927-7200

5. MAINTENANCE OF SPACE. Licensee agrees to maintain the Space in a reasonably clean and sanitary condition. Licensor shall provide all utilities reasonably required to use the space as identified herein. After Licensee has completed its use and occupancy of the Space, Licensor will inspect the Space for damaged, missing or destroyed items, including fixtures, equipment and machinery. With respect to such damaged, missing or destroyed items, Licensor shall have the right, in its sole discretion, to either (a) repair, restore, or replace such items at its own cost, and submit an invoice for the same to Licensee, which Licensee agrees to pay within thirty (30) days thereafter, or (b) to require Licensee to repair, restore, or replace all damaged, missing or destroyed items to the satisfaction of Licensor all at Licensee's cost.
6. BUILDING HOURS. The building hours are 8:00 to 4:30 p.m. The Licensee may access the space up to 1/2 hour prior to class and close up to 1/2 hour after class. The building will be open and CCR &R will not be responsible for the opening or closing of the building.
7. RULES AND REGULATIONS. Licensee agrees to comply with the building rules and regulations set forth by Licensor consistent with federal and state law during its use of the Space, including complying with designated smoking areas.
8. LICENSEE'S INSURANCE. During the term of this Agreement, Licensee shall maintain in effect commercial general liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. Licensee shall name Licensor as an additional insured. Licensee shall maintain this coverage at its sole expense during its use of the Space.

During the term of this Agreement, Licensor shall maintain in effect commercial general liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage. Licensor shall

maintain this coverage at its sole expense during the term of this Agreement.

Licensee and Licensor shall provide each other with certificates of insurance before Licensee begins occupying the Space pursuant to this Agreement. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The Licensee is self-insured for workers' compensation purposes, and any such insurance extends only to employees of Licensee, not to students.

9. **LIABILITY.** Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the other party's acts and omissions and the results thereof. Licensee's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
10. **MINNESOTA DATA PRACTICES ACT.** Licensee and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Space, 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. Licensor 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 procedures and practices of the Licensor relevant to this contract shall be subject to examination by Licensee and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of Licensor. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **SPECIAL PROVISIONS:**

Whiteboard, TV, DVD player available upon request.

APPROVED:

1. LICENSOR:

Aitkin County Health & Human Services

By (authorized signature & printed name)

Tom Burke

Title: Director

Date

Aitkin County Board of Commissioners

By (authorized signature & printed name)

Commissioner Mark Wedel

Title: Chairperson

Date

2. LICENSEE:

Minnesota State Colleges and Universities

By (authorized signature)



Title: CER&R Director

Date

7/11/12

4. As to Encumbrance:

By (authorized signature)

Not Applicable

Title

Date

3. AS TO FORM AND EXECUTION:

By (authorized signature)

Title: County Attorney

Date