



State of Minnesota Cooperative Agreement Archery in the Schools (NASP)

Swift contract #: _____

Vendor ID #: _____

This Contract is between the State of Minnesota, acting through its Commissioner of Natural Resources (“State”) and _____ whose designated business address is _____ (“Cooperator”).
State and Cooperator may be referred to jointly as “Parties.”

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.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. The date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 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, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Duties

2.1 The State will:

- 2.1.1 Provide archery equipment as listed on Attachment 1, which is attached and incorporated into this Cooperative Agreement, with an estimated value of \$3,600.00 to the Cooperator.
- 2.1.2 Provide the “On Target for Life” archery curriculum.

2.2 The Cooperator, who is not a state employee, will:

- 2.2.1 Pay \$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.
- 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 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 Cooperator will receive the archery equipment and curriculum after paying the State \$1,800.00 as described in 2.2.1 and submitting proof that staff listed in 2.2.3 have applied for training.

The total obligation of the Cooperator for all compensation and reimbursements to the State under this contract is \$1,800.00.

4. Authorized Representative

The State's Authorized Representative is Kraig Kiger, Shooting Sports Program Administrator, 1201 Hwy 2 East, Grand Rapids, MN 55744, 218-328-8868, kraig.kiger@state.mn.us, or his/her successor or delegate.

The Cooperator's Authorized Representative is _____

_____ or his/her successor. If the Cooperator's Authorized Representative changes at any time during this Contract, the Cooperator must immediately notify the State.

5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 Assignment. The Cooperator may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed, and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 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 Contract 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**

Each party will be responsible for its own acts and behavior and the results thereof.

7. **Government Data Practices.**

The Cooperator and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Cooperator under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, 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 and consult with the State's Authorized Representative as to how the Cooperator should respond to the request. The Cooperator's response to the request shall comply with applicable law.

8. **Publicity and Endorsement.**

8.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Cooperator individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

8.2 Endorsement. The Cooperator must not claim that the State endorses its products or services.

9. **State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Cooperator's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination 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 cancel this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

1. Encumbrance

Print name: _____

Signature: _____

Title: _____ Date: _____

SWIFT contract no.: _____

2. Cooperator

With delegated authority

Print name: _____

Signature: _____

Title: _____

Date: _____

3. MN Department of Natural Resources

With delegated authority

Print name: Deborah Beyer _____

Signature: _____

Title: Outreach Section Manager, FAW Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Attachment

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**