



MINNESOTA STATE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MINNESOTA STATE UNIVERSITY MANKATO
AND
THE CITY OF SHAKOPEE**

This Memorandum of Understanding (hereinafter, “MOU”) is entered into between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State University Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (hereinafter, “University”) and the City of Shakopee, 485 Gorman Street, Shakopee, MN 55379 (hereinafter, “City”). This MOU, and all amendments and supplements thereto, shall be governed by the laws of the State of Minnesota.

WHEREAS, pursuant to Minnesota Statutes Chapter 136F, the University is empowered to enter into contracts relating to partnerships; and

WHEREAS, University and City wish to engage in a partnership to facilitate access to the range of University resources indicated; and

NOW, THEREFORE, the University and City have mutually agreed to, and hereby enter into this MOU in accordance with the terms and conditions set forth below.

- Continuing Professional Education opportunities including, but not limited to, Customized Training, Continuing Education, and closed cohort contracts.
 - Off-campus degree completion and graduate certificates and degree programs.
 - Applied research opportunities.
 - Internships and employment opportunities with our students.
 - Service learning opportunities with faculty and students.
1. No Financial Obligation of the University. This MOU does not obligate the University to spend any money or to reimburse City for any of its expenses.
 2. Term; Termination. The term of this MOU will commence on July 1, 2019, and shall remain in effect until June 30, 2020, unless earlier terminated as provided herein. Either party may terminate this MOU before its expiration, with or without cause, upon thirty (30) days written notice to the Authorized Representative of other party listed below.
 3. Authorized Representatives. All notices required or permitted under this MOU shall be in writing and shall be deemed delivered, when delivered by hand, or when deposited in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the

Authorized Representative of the other party. For purposes of administration of this MOU, and for giving notice under this MOU, the Authorized Representatives of the parties are:

For the University: Dr. Robert P. Fleischman, Associate Vice President of Strategic Partnerships, 102 Hubbard Building, Minnesota State University, Mankato, MN 56001, (507) 389-5146. Cell No. (570) 460-5396, robert.fleischman@mnsu.edu or his successor.

For City: Bill Mars, Mayor, City of Shakopee, 485 Gorman Street, Shakopee, MN 55379, (952) 445-4228, wmars@shakopeemn.gov or his successor.

City and the University agree to promptly notify each other of any changes of the name, address or contact information of its Authorized Representative.

4. Amendments. This MOU may be amended in a writing signed by authorized representatives of both parties.
5. Entire Understanding. This MOU contains the entire understanding of the parties and there are no other promises or conditions or any other agreement whether oral or written. This MOU supersedes any prior or contemporaneous written or oral understandings or agreements between City and the University.
6. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

[Remainder of page intentionally left blank]

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

APPROVED:

1. CITY: CITY OF SHAKOPEE

CITY certifies that the appropriate person(s) have executed the contract on behalf of CITY as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
Date:

**2. UNIVERSITY: MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO**

Approved:

By: Robert P. Fleischman
Title: Associate V.P. of Strategic Partnerships
Date:

By: Richard J. Straka
Title: V.P. for Finance and Administration
Date: