

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 18, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and St. Louis County, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

WHEREAS, the governor of the State of Minnesota has declared a peacetime emergency in response to an outbreak with the infectious disease known as COVID-19; and

WHEREAS, also in response to the COVID-19 outbreak, the St. Louis County Board of Commissioners has declared a local emergency; and

WHEREAS, the Minnesota Department of Health (MDH) has laid out priority roles of Local Public Health including activities related to COVID-19 prevention, management, response and recovery with a focus on priority settings and priority populations; and

WHEREAS, the St. Louis County Public Health Department is providing consultation and working proactively to prevent outbreaks in the community. This work includes: identifying testing needs and assisting in coordinating testing operations, planning for community engagement to assure testing in high-risk communities and assure appropriate support for COVID positive individuals; and

WHEREAS, the St. Louis County Public Health Department wishes to enter into agreements with community partners representing the priority populations as deemed necessary to effectively deliver these services; and

WHEREAS, the District represents they are providing the terms of the services at no cost to the County; and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth in this Agreement, District and Contractor agree as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1st, 2021 and shall remain in effect until June 15th, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance or Services to be Provided.**

District will:

- 2.A. Partner with Contractor for COVID-19 testing event.

- 2.B. Provide space in the lobby area in front of the gymnasium at Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807.
- 2.C. Provide utilization of their gymnasium/annex lobby for the purposes of Covid-19 testing on a recurring basis. Tentatively up to two times a month, potentially from January – March.
- 2.D. Provide outreach and promotion, as able, in coordination with the Contractor.
- 2.E. Provide use of the bathrooms adjacent to the gymnasium for use by St. Louis County staff during the hours the testing site is open.

Contractor will:

- 2.F. Provide the necessary Personal Protection Equipment (PPE) and sanitization products to those assisting and participating in the testing event(s) in accordance with CDC protocols.
- 2.G. Coordinate the set-up, clean-up and sanitation of testing site. Contract will also ensure that potentially exposed surfaces (desks, chairs, tables, etc.) will be cleaned and disinfected in accordance with CDC protocols.
- 2.H. Coordinate promotion and outreach of the testing event(s) to the target population.

3. Background Check. *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. This is a no cost agreement.

5. Requests for Reimbursement. This is a no cost agreement.

6. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Each participating party shall be liable for its own acts to the extent provided by law, and each participating party hereby agrees to indemnify, hold harmless and defend the others, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act of omission of the participating Party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jay Roesler, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) St. Louis County, Attn: Linnea Mirsch, 320 W 2nd St, Ste 6E, Duluth, MN 55802.

11. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. Cancellation. Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. Data Practices. Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.


17. Insurance.

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Commercial General Liability: Contractor is a self-insured political subdivision of the State of Minnesota subject to the tort liability limits set forth in Minnesota Statutes section 466.04.

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 Fed Tax ID 41-6005890 1.21.21
 Contractor Signature SSN/Tax ID Number Date

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Benjamin M Stromberg
 Benjamin M. Stromberg Date
 Assistant County Attorney 1/25/2021

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

 1-24-21
 CFO / Superintendent of Schools / Board Chair Date