

## ACCESS AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of the **31st** day of **July**, 2020, by and between **Duluth ISD 709** (“LICENSOR”) having an address at **800 East Central Entrance** and **KQDS FOX 21 Television** (“LICENSEE”) having an address at **1470 N 3<sup>rd</sup> Ave West**. LICENSOR and LICENSEE are collectively referred to herein as the “Parties.”

A. WHEREAS, LICENSEE is interested in accessing space on LICENSOR’s property located at **800 East Central Entrance Duluth, MN 55811** (“LICENSOR’s Property”) on which LICENSEE’s Staging/ Landing Zone (LZ) site is located (the “Site”) for the sole and limited purpose of landing LICENSEE’s helicopter on **August 14<sup>th</sup>, 2020** (and only on such date) to drop off supplies/other equipment for LICENSEE’s broadcast tower site located on property located nearby (the “Permitted Activity”); and

B. The parties desire to provide access at the Site pursuant to the terms contained in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, undertakings and other consideration set forth in this Agreement, LICENSOR and LICENSEE agree as follows:

1. **Consent.** LICENSOR consents and agrees that LICENSEE and its contractors engaged in the performance of the Permitted Activity (“Authorized Parties”) may access LICENSOR’s Property at the location depicted on Exhibit A, attached hereto and made a part hereof, on **August 14<sup>th</sup>, 2020** and only on such date for the Permitted Activity. LICENSEE agrees that it will remove the helicopter as part of the Permitted Activity on the same day, immediately repair, in a manner determined and approved by LICENSOR, any damage to LICENSOR’s Property or the Site caused in connection with the Permitted Activity and will return the Property to the condition it was in before LICENSEE’s entry thereon. The Parties agree and acknowledge that LICENSEE is not authorized to access the Site in any manner. LICENSEE agrees to be responsible for all costs and expenses related to such Permitted Activity.

2. **Interference.** The Permitted Activity shall not interfere in any manner whatsoever, with the use and operation of the Property or the Site by LICENSOR or any of LICENSOR’s licensees at the Site. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the Permitted Activity interferes at any time, LICENSEE shall immediately suspend its activity and do whatever LICENSOR deems necessary to eliminate or remedy such interference.

3. **Indemnity.** LICENSEE agrees to indemnify and save harmless LICENSOR, its directors, officers, employees from and against any and all claims, actions, damages, fines, liability and expense, both direct and indirect, including, without limitation, consequential damages, arising from or out of any occurrence caused by the Permitted Activity or act or omission of the Authorized Parties in conducting the Permitted Activity. LICENSEE will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorneys’ fees and any judgement that may be entered therein.

4. **Insurance.** LICENSEE and its contractors engaged in the Permitted Activity shall have in full force and effect on **August 14<sup>th</sup>, 2020** and for a period of at least six (6) months thereafter a

commercial general liability insurance policy, including blanket contractual and completed operations coverage, with the limits of liability of at least Three Million (\$3,000,000.00) Dollars in respect to bodily injury, including death, arising from any one occurrence, and Three Million (\$3,000,000.00) Dollars in respect to damage to property arising from any one occurrence and worker's compensation with a limit of not less than the applicable statutory limit. Said insurance policy shall be primary and shall be endorsed to include LICENSOR as an additional insured and shall include a waiver of subrogation from its insurer. LICENSEE shall be required to furnish to LICENSOR, prior to the commencement of the Permitted Activity and accessing LICENSOR's Property, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect. Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

5. **Governing Law.** The parties agree that the interpretation and construction of this Agreement shall be governed by the laws of the state of Minnesota, without regard to its conflict of laws provisions.

6. **Authorization.** Each individual executing this Agreement represents that he or she is duly authorized to bind the parties hereto to the terms and provision of this Agreement.


**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**LICENSEE: KQDS FOX 21 Television**

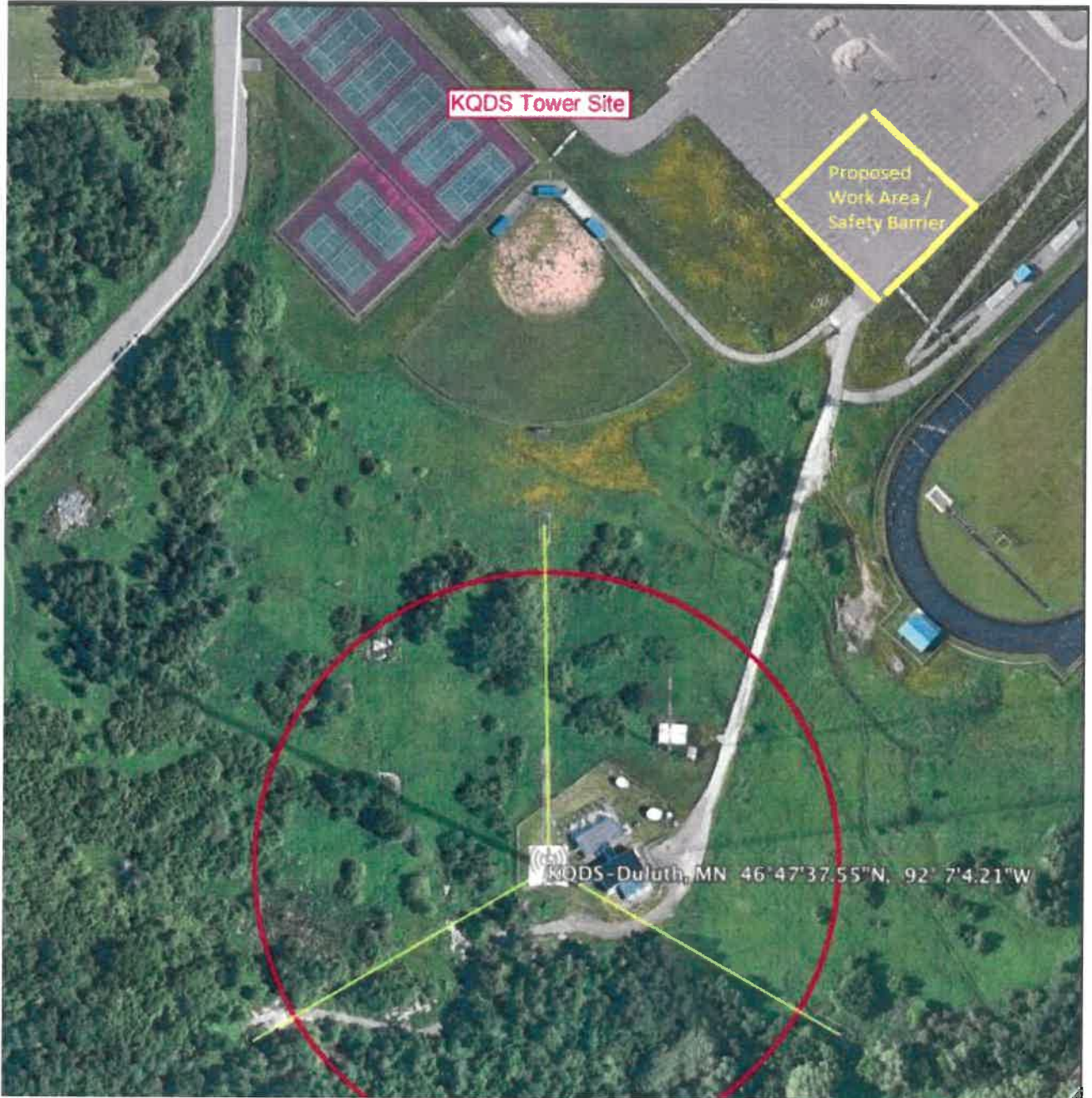
By: KQDS FOX 21 Television  
Name: Chris Drovdal  
Title: Chief Engineer

Signed:  8/3/20

**LICENSOR:**

By:   
Name: Catherine A. Erickson  
Title: CFO  
7/31/2020

**Exhibit A**



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of September, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Together for Life Northland, Inc. dba Star of the North Maternity Home, 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:** *The District will meet weekly with residents to provide Head Start services. 90 minutes per week for 38 weeks, following the ISD 709 calendar.*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2020 and shall remain in effect until June 11, 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.**

Staff will do 8 weeks of Circles of Security, as well as drawing from a variety of parent education sources to provide pertinent information for participants.

**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.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ \_\_NA\_\_ hourly and \$ \_\_NA\_\_ in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **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.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing 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: Duluth Preschool, 215 North 1<sup>st</sup> 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 Together for Life, Inc. dba Star of the North Maternity Home, Executive Suites 273, 11 E Superior St 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 13.03-13.04) 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.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


**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 including Coverage B, Employer's Liability.

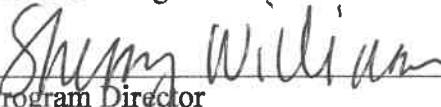
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**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.

  
 Contractor Signature 27-0447207 SSN/Tax ID Number 6/25/20 Date

  
 Program Director 7/29/20 Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**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.

XX	XXX	XXX	XXX	XXX	XXXXXXX

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

  
 CFO / Superintendent of Schools / Board Chair 7-29-20 Date