

## LICENSE

THIS LICENSE, by and between Duluth Public Schools, a body corporate and politic under the laws of the State of Minnesota, through its local Public Health and Human Services Agency, 4316 Rice Lake Road, Duluth, Minnesota 55811 (hereinafter referred to as "Duluth Public Schools"), and Asbury United Methodist Church, 6822 Grand Ave, Duluth, MN 55807 (hereinafter referred to as "Licensor").

## WITNESSETH

WHEREAS, the Duluth Public Schools is providing consultation and working proactively to prevent outbreaks of the infectious disease known as COVID-19 in the community. This work includes: identifying testing and vaccination needs and assisting in coordinating testing and vaccination operations, planning for community engagement to assure resources are available in high-risk communities and assure appropriate support for COVID positive individuals; and

WHEREAS, Duluth Public Schools, through its Public Health and Human Services Department (PHHS) has identified a need for locations at which to administer COVID-19 testing and vaccine; and

WHEREAS, the Licensor owns, Asbury United Methodist Church, ("Property"), 6822 Grand Ave, Duluth, MN 55807, for Duluth Public Schools use; and

WHEREAS, the Duluth Public Schools wishes to utilize said Property.

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the Duluth Public Schools and Licensor agree as follows:

### I. TERM OF THE LICENSE

This LICENSE shall commence on January 1, 2022 and terminate on December 31, 2022.

A. At least fourteen (14) days prior to contract termination, this License may be extended upon written agreement of the Duluth Public Schools and Licensor at intervals of one month.

### II. PREMISES

Licensor grants and the Duluth Public School accepts the exclusive use of Asbury United Methodist Church 6822 Grand Ave, Duluth, MN 55807.

A. In the agreed upon, and designated, indoor areas.

B. In the agreed upon, and designated, parking lot space(s) for mobile trailer unit.

### III. USE

Duluth Public Schools shall use the Premises for the administration of COVID-19 vaccine and COVID-19 testing and for no other purpose.

#### IV. LICENSE FEE AND PAYMENT

- A. Licensor agrees to make the Premises available to Duluth Public Schools without fee.

#### V. DATA PRIVACY AND LIABILITY

- A. **Confidentiality:** The use or disclosure by any party or of any private information concerning a client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Duluth Public School or the Licensor's responsibility with respect to these services is prohibited without the written consent of the client or responsible parent or guardian.
- B. **Data Practices:** All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the Licensor's performance of this License is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, in particular 13.36 Welfare Data, the Minnesota Medical Records Act, Minn. Stat. 144.291-144.298, or any other applicable state statutes and any state rules adopted to implement the Act, as well as state statutes and federal regulations affecting the collection, storage, use and dissemination of private or confidential information. The Licensor agrees to abide by these statutes, rules and regulations and as they may be amended. The owners/director is the designated authority responsible for compliance with said Act.
- C. **HIPAA Compliance:** The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and its implementing regulations (45 CFR Parts 160-164), to ensure the integrity and confidentiality of protected health information.

#### VI. TERMINATION

This Agreement may be terminated under the following circumstances:

1. By mutual written Agreement of the parties;
2. By either party with or without cause, by giving not less than thirty (30) days written notice, delivered by mail or in person to the other party, specifying the date of termination;
3. Duluth Public School may immediately terminate this Agreement if it does not obtain funding; or if the funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

#### VII. DUTIES

##### A. LICENSOR SHALL

1. **Maintenance** Licensor shall maintain the Property in working condition, make necessary repairs, maintain plumbing, lighting, wiring and electrical service, heating and cooling devices and ductwork; maintain all fire extinguishers, fire alarms and fire detection systems for the Premises and Building as required by applicable codes/ordinances and/or the state fire marshal; maintain the landscaping, grounds, walkways, and parking lots; provide solid waste/trash disposal; keep parking lots and public sidewalks free from snow and ice.

2. Utilities Licensor shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.

**B. DULUTH PUBLIC SCHOOLS SHALL**

1. Provide Essentia Health Nursing staff to coordinate and administer the vaccination or testing events.
2. Register as a COVID-19 vaccine provider.
3. Provide Personal Protective Equipment (PPE) and complete sanitation as recommended by the CDC for vaccinating and testing during the Covid-19 pandemic.
4. Provide site management at each vaccination event by a licensed PHN; PHN will be responsible for site management and any necessary emergency medical response. Testing sites may be managed by an authorized Duluth Public Schools staff.

**VIII. INSURANCE**

- A. Property Damage It shall be the duty of Licensor and Duluth Public Schools to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this License, Licensor and Duluth Public Schools hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been, or anyone for whom such party may be responsible.
- B. Liability Licensor and Duluth Public Schools agree that each party 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 any others and the results thereof. Duluth Public Schools liability shall be governed by the provisions of the Minn. Stat. §466.04 and other applicable law.

**IX. NOTICES/COMMUNICATIONS**

- A. All notices and demands pursuant to this Agreement will be directed in writing to:

**LICENSOR**  
Pastor Katherine Cornell  
Lead Pastor  
6822 Grand Ave  
Duluth, MN 55807  
(218) 624-0061  
kcornell@wnccumc.net

**DULUTH PUBLIC SCHOOLS**  
Cathy Erickson  
Director of Business Services  
4316 Rice Lake Road, Suite 108  
Duluth, MN 55811  
218-336-8704  
catherine.erickson@isd709.org

- B. All communication regarding the provision of services pursuant to this Agreement will be directed to:

**LICENSOR**  
Pastor Katherine Cornell  
Lead Pastor  
6822 Grand Ave  
Duluth, MN 55807  
(218) 624-0061  
kcornell@wnccumc.net

**DULUTH PUBLIC SCHOOLS**  
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### **XIII. OTHER CONDITIONS**

- A. Compliance with Laws/Standards Licensor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or the facilities, programs, and staff for which Licensor is responsible.
- B. Licenses Licensor shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by the Agreement. Licensor shall inform the Duluth Public Schools, through its Department, of any changes in the above within five (5) days of occurrence.
- C. Minnesota Law to Govern: This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings to this Agreement shall be venued in St. Louis County, Minnesota.

### **XIV. FINAL AGREEMENT**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and will supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained. Any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, Duluth Public Schools and Licensor agree to be bound by the provisions of this LICENSE, said LICENSE being effective from January 1, 2022 through December 31, 2022.

**LICENSOR**

Nancy Wagner  
Nancy Wagner  
Facilitator

Date: 12-14-2021

Thomas Houle  
Thomas Houle  
Co-Chair, Trustees

Date: 12-14-21

Dale Thorpe  
Dale Thorpe  
Co-Chair, Trustees

Date: 12-14-21

Katherine V. Cornell  
Katherine Cornell  
Pastor  
Date: 12/14/21

**DULUTH PUBLIC SCHOOLS**

Cathy Erickson  
Cathy Erickson  
Director of Business Services

Date: 12/13/21

Approved as to form and execution:

John Magas  
John Magas  
Superintendent

Date: 12/13/21