

**LICENSE
COUNTY OF DAKOTA PUBLIC HEALTH DEPARTMENT USE OF
INDEPENDENT SCHOOL DISTRICT [REDACTED] SCHOOLS**

This License Agreement is made by and between INDEPENDENT SCHOOL DISTRICT [REDACTED], a public body corporate and politic (“Licensor”) and the County of Dakota, a political subdivision of the State of Minnesota in its role as the Dakota County Community Health Board (“Licensee”) to allow Licensee to license space at multiple school sites (“Sites”).

RECITALS

- A. Licensor owns Sites within Dakota County; and
- B. Licensee has responsibility to prevent and control communicable diseases and to provide assistance for other types of emergencies in Dakota County, pursuant to Minnesota Statutes Chapter 145A, and wishes to use space in multiple Sites for providing services to the general public or to Licensor’s students and staff for emergencies; and
- C. Licensor has agreed to grant a License to Licensee to use portions of the Sites on an as needed basis, upon the terms and conditions stated herein.

In consideration of the foregoing premises and the covenants herein, Licensor hereby grants a license to Licensee and Licensee accepts such license, subject to the following terms and conditions:

- 1. License Granted. Licensor hereby grants to Licensee the non-exclusive use of portions of various Licensor owned Sites which are currently identified on Exhibit A (“Licensed Space”) subject to the conditions set forth in License:
 - (a) Licensed Space shall be available for scheduled use by Licensee generally during hours and at times they will not interfere with Licensor’s own uses of the Licensed Space or as mutually agreed upon by the parties at the time of need. Such hours shall be determined as part of the request for use of space guidelines referenced in Section 3.
 - (b) Licensee may bring public health materials, equipment, and supplies into the Licensed Space such as medications, vaccine, coolers, alcohol wipes, etc. and other items such as cell phones, radios and computers. Licensee shall be solely responsible for care and maintenance of its materials, equipment, and supplies.
 - (c) Licensee may have use of Licensor furnishings and equipment such as tables, chairs, TVs, copiers or other available school district equipment as mutually agreed upon during the request for use of space referenced in Section 3.
 - (d) Licensee shall have use of the Licensed Space rent-free; however, Licensee shall replace or reimburse Licensor for any of Licensor’s supplies that may be used by the Licensee in the conduct of the Permitted Use activities. Licensee shall also reimburse Licensor for copier and

fax costs and long distance telephone charges that may occur as a result of Permitted Use activities.

- (e) Licensee shall restore the Licensed Space to the condition found prior to use and pay for any damage to Licensor's real or personal property caused as a result of Licensee activities.
- (f) Licensee shall remove all medical waste and hazardous waste from the Licensed Space after each use. Licensee may use the Licensor's waste receptacles for non-medical waste and non-hazardous waste.
- (g) The Licensor may elect to document additional expenses incurred by the Licensor associated with Permitted Use activities, such as custodial overtime, and submit a breakdown of those expenses to the Licensee at the conclusion of the Permitted Use. The Licensee shall work with the Licensor to submit those expenses for reimbursement through funding sources, if any, that are made available to offset such costs of the related emergency.
- (h) Licensor and Licensee may periodically agree to modify the approved sites listed in Exhibit A. Such modifications shall require the approval of the Licensor's authorized representative and the Licensee's authorized representative, and shall be reduced to writing, signed by the parties hereto, and attached as an Exhibit to this License.
- (i) Licensee shall provide all personnel necessary to carry out the emergency public health activities contemplated by this license agreement, except as provided in Paragraph 5.

2. Permitted Use. Licensee shall use the Licensed Space only for emergency public health activities as determined by the Licensee's Public Health Department in its role of preventing and controlling communicable diseases or assisting in other types of emergencies. Licensee may not commit or permit any act or omission which results in the violation of law or government regulation relating to the Licensor's property. Licensee shall not permit any conduct or condition which may unduly disturb or endanger other occupants of the Site, or interfere with Licensor's use of its facilities.
3. Request for Use of Licensed Space. Licensee shall complete and deliver the Request Form shown on the attached Exhibit B via courier, email or fax to Licensor's liaison with a copy to the Superintendent for District 200 for use of the Licensed Space, as able, given the circumstances of the event. Licensee shall make telephone contact with Licensor's liaison to give notice that a Request Form is being delivered or sent. Emergency request for use of space after hours, weekends or holidays shall be submitted to Licensor's liaison at the after hours contact number in Paragraph 18 with a concurrent phone call to submit the Request Form.
4. Review and Approval of Request. Licensor shall review a request made under Paragraph 3 to assure that use of the Licensed Space at the time requested does not interfere with Licensor's legal obligations to meet the needs of the students and communities it serves. After such determination has been made, Licensor will grant permission for use of the Licensed Space, sign the authorization for use on the Request Form and notify Licensee's contact person via telephone followed by a fax or email copy of the approved Request Form – as soon as possible but no later than 24 hours after receipt of the Request Form. If a requested site is not available, the Licensor shall make every effort to offer a suitable alternative site, as mutually agreed upon, for use by the Licensee. Licensor further agrees to provide the names, titles and 24/7 contact information of Licensor's personnel (3-deep)

with the authority to approve emergency requests for use of Licensor's space. The Licensor shall provide the Licensee with 24/7 contact information (phone numbers, faxes, emails, and addresses) for the primary contact and the designated back-ups. Upon activation of this Agreement, the Licensee shall provide Licensee 24/7 contact information (3-deep) to the Licensor on the Request Form (Exhibit B) and during initial phone contact. Both parties agree to update the other as contact information changes.

5. Access and Supervision at Sites. Licensor shall provide Licensee information on procedures for accessing and complying with security and safety at the Sites. Licensee shall not disseminate security and safety information to third parties and shall maintain data provided to it, in a manner consistent with Minnesota Government Data Practices Act. Licensor shall provide personnel to ensure that Licensee's personnel can access the facility and needed space within it, as well as a contract person to whom to refer facility questions or concerns during use of the space. Licensee shall be responsible for supervision of all activities conducted in and around the Licensed Space.
6. Common Area Use. Licensee shall have use and access to stairways, elevators, and corridors necessary for accessing the Licensed Space. Licensee may also have access and use of public rest rooms, sidewalks and parking lots at the Sites.
7. Periodic Access to the Sites. The Licensee may conduct periodic visits to the Licensed Space at times other than the requested times of use, provided that such visits are coordinated with Licensor and that notification is given to the Licensor in advance of such visits.
8. Term. The term of this license shall be for the period commencing upon the date of the signatures of the parties through December 31, 2028, unless terminated earlier by law or according to the provisions herein.
9. Right to Cancel. Licensor and Licensee each shall have the right to terminate this license with no penalty provided written notice is delivered to the other party thirty days prior to the termination date.
10. Option to Renew. Licensee may renew this License for up to two additional five-year terms provided Licensee gives written notice to Licensor at least 90 days before the Term ends.
11. Condition of Licensed Space. Subject to the terms of paragraph 13 of this License, Licensee agrees that by executing this License it is accepting the Licensed Space in its condition "as-is", and that Licensor has made and makes no representation or warranty of any kind about the condition of the Licensed Space or its fitness for any use and that Licensor has no obligation hereunder to make repairs or replacements to the Licensed Space or any part thereof.
12. Alterations by Licensee. Licensee may not make any changes, additions or improvements to the Licensed Space other than temporary movement of existing furnishings, without the prior written consent of Licensor (which may be withheld in Licensor's absolute discretion). Any change, addition or improvement to the Licensed Space approved by Licensor shall be at Licensee's sole cost and expense. Any furnishing temporarily moved by the Licensee shall be restored to their original location(s) at the end of the Licensee's use of the facility. Any addition or improvement to the Licensed Space shall be restored to its original condition at the end of Licensee's use of the facility.

13. Liability and Insurance. Each party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this license agreement, to the extent authorized by law and shall not be responsible for the acts or omissions of the other party and the results thereof. The liability of each party shall be governed by the applicable provisions of Minn. Stat. Ch. 466 and other applicable state and federal law.

Licensor and Licensee warrant that they are able to comply with the foregoing requirements through insurance or a self-insurance program. Licensee accepts responsibility for insuring its personal property or equipment used in the performance of this License.

14. Revocation. Licensee acknowledges that this instrument is a license and not a lease, and that due to the nature of the Licensed Space and Licensee's Permitted Use therein, Licensor grants rights to Licensee under this License specifically and only on the basis that Licensor is entitled to terminate this License and revoke Licensee's right to use the Licensed Space under Section 10 without legal process and without reinstatement rights and/or time periods.
15. No Ouster. Use of the Licensed Space by Licensor or its employees, or any other party at the direction of the Licensor, will not be construed as altering or diminishing Licensee's rights or obligations under this license.
16. Surrender. Prior to the expiration or termination of the license, Licensee must remove its personal property and repair any damage caused by such removal. Licensee must leave the Licensed Space in substantially the same condition in which Licensee is required to maintain the Licensed Space, excepting only reasonable wear and tear.
17. Notices. Any and all notices permitted or required to be given in writing by either party to the other must be sent by hand delivery, overnight mail, certified or registered mail, postage prepaid to the address of the parties set forth below. Such notice will be effective two (2) days after deposit in the United States mail.

To Licensor: or successor
Superintendent
Independent School District 200
1000 West 11th Street
Hastings, Minnesota 55033
Telephone: W-651-480-7001

To Licensee: Marti Fischbach or successor
Dakota County Community Services Director
1 Mendota Rd. West. Suite 500
Hastings, MN 55033
Telephone: W-651-554-5742

18. Liaisons. To assist the Licensor and Licensee in the day-to-day exercise of the license, one or more liaisons shall be designated by the Licensor and Licensee. Licensor and Licensee agree to keep each other continually informed of the identity of their respective liaisons. At the time of the execution of this License, the following persons are the designated liaisons:

Licensors_Liaison: _____, Building and Grounds Director
Email: _____@ISD.k12.mn.us
Phone Number: 651-437-
(cell) 24/7 Phone: 651-555-

Licensors_Liaison: _____, Community Education
Email: _____@ISD.k12.mn.us
Phone: 651-480-7672
24/7 Phone: 507-581-6945

19. Minnesota Law. This License will be construed and enforced in accordance with the laws of the State of Minnesota.

This License shall be effective and operative after the fixing of the signatures for the County of Dakota and Independent School District _____.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

INDEPENDENT SCHOOL DISTRICT _____

COUNTY OF DAKOTA

By: _____

By: _____

Title: _____

Title: Dakota County Manager

Date of Signature: _____

Date of Signature: _____

Approved as to form:

/s/ Suzanne W. Schrader
Assistant County Attorney/Date
File: KS-2024-

EXHIBIT A
Licensed Space

Site name	Site Address	Primary or Back-up Site	Contact Person
ISD # _____	Address Here	Primary	

Exhibit B
 ISD Public Schools License Agreement
 Dakota County Public Health Department
EMERGENCY REQUEST FORM

RESPONSE NEEDED BY: Date: _____ Time: _____

BUILDING NEEDED BY: Date: _____ Time: _____

SITE (S) REQUESTED			
√	1. Site	2. Date (s) & Hours of use	3. Space requested including exterior doors

4. Additional details of the request: <i>(See also attached documents for floor plan and resource request details)</i>
a. Space and room requests – details:
b. Equipment, supplies, and materials requests:
c. Other requests:

5. Describe Emergency Use Purpose:

6. REQUEST SENT from Dakota County Public Health Department			
Name:		Authorized Signature	
Title:		Date:	Time:
Phone 1:	Phone 2:	Fax:	Email:
Comments:			

Send to: ISD _____ School Contact:	TO ASSURE TIMELY RESPONSE Copy to:
Name, Title	Name, Title
Department	Department
Address	Address
Phone: _____ Fax: _____	Phone: _____ Fax: _____
Email: _____	Email: _____

7. APPROVAL from ISD 200			
Verbal Approval Given to Licensee Representative:		<input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____ Time: _____
Name		Approval Signature	
Title		Date	Time
Phone 1	Phone 2	FAX	Email
Comments:			