

ATTACHMENT A

2022 LICENSE AGREEMENT BETWEEN THE CITY OF MAPLE GROVE AND PARNASSUS PREPARATORY SCHOOL

THIS AGREEMENT (“Agreement”) is made by and between the City of Maple Grove, 12800 Arbor Lake Parkway, Maple Grove, MN 55369 (“City” or “Licensor”), a political subdivision of the state of Minnesota, and Parnassus Preparatory School, 11201 96th Ave. North, Maple Grove, MN 55369 (“Parnassus” or “Licensee”), a non-profit, 501(c)(3) organization. City and Parnassus may be referenced herein collectively as “Parties” and individually as “Party.”

WHEREAS, the owns the Zachary Park-and-Ride lot located at 11332 96th Avenue North, Maple Grove, Minnesota in the City of Maple Grove (“Park-and-Ride Lot”); and

WHEREAS, the City has temporarily suspended bus service to the Park-and-Ride Lot; and

WHEREAS, Parnassus desires to utilize the Park-and-Ride Lot for various activities (“Activities”); and

WHEREAS, the City desires to grant a license to the Parnassus for Activities.

WHEREAS, all terms and conditions placed upon Parnassus contained in this Agreement shall fully apply to all its customers, students, students’ families, guests, agents, and subcontractors who access the Park-and-Ride Lot and that Parnassus shall assure that all of its customers, students, students’ families, guests, agents, and subcontractors shall adhere to the terms of this Agreement and shall be responsible for their adherence to it.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the Parties agree as follows:

1. **Incorporation.** The above recitals are a material part of this License and are incorporated herein.
2. **Grant of License and Term.** The City hereby grants to Licensee a revocable, non-exclusive license to use and occupy the Park-and-Ride Lot, which area is shown on the attached Exhibit A, subject to the terms of this Agreement. The license shall commence on May 11, 2022, and expire on June 30, 2023 (“Term”).
3. **Permitted Use and Access for Activities.** The City hereby grants access to the Park and Ride Lot for the following uses:
 - a. On a daily basis when school is in session Parnassus may use area number 1 of the map in Exhibit A for student drop-off and pick-up logistics excluding school buses.
 - b. Parnassus may occasionally use area number 1 of the map in Exhibit A for overflow parking for school related special events.
 - c. On a daily basis when school is in session Parnassus may use area number 2 of the map in Exhibit A for “after-school” student athletics practice. Parnassus must provide, install, and

maintain a series of cones and barricades at all times along the eastern perimeter of area number 2 to block off area number 2 from all vehicle traffic.

4. Maintenance. Parnassus shall, at its sole cost and expense, keep and maintain the Park-and-Ride Lot as depicted on Exhibit A in safe, clean, and good order and condition. Parnassus shall be solely responsible for removing snow and ice from the area depicted on Exhibit A in a manner consistent with good snow and ice management practices for the protection of public safety. Licensor will provide no maintenance of the area depicted on Exhibit A.
5. Intended Use. Parnassus may utilize the Park-and-Ride Lot for Activities as described herein. Parnassus shall, at its costs, coordinate, manage, provide for, and control all necessary actions for Activities described in this Agreement. This includes but is not limited to the following: operating and scheduling vehicles and personnel; site signage; site cones and barricades; site equipment; site supervision; security; janitorial and clean-up; and providing customer service and marketing.
6. Compliance with all Applicable Laws. Throughout the term, Licensee shall obtain and maintain, at its sole cost and expense, all approvals, permits, or licenses required by any governmental authority which are necessary for Licensee's permitted use of the Zachary Park-and-Ride; further, Licensee shall, at its sole cost and expense, at all times during the term hereof comply with all applicable laws, ordinances, rules, regulations, and requirements of any governmental authority having jurisdiction.
7. Indemnification. To the fullest extent permitted by law, Licensee assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its officials, officers, agents, and employees from and against all claims, suits, demands, damages, losses, expenses, and liabilities including, without limitation, attorneys' fees, for bodily injury or property damage arising out of, resulting from, or relating to Licensee's use and possession of the Park-and-Ride Lot and provided that any such claim, suit, demand, damage, loss, expense, or liability is caused in whole or in part by any act or omission of Licensee, or of any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable, except when such claim, suit, demand, damage, loss, expense, or liability is caused solely by the negligence or willful misconduct of the City. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
8. Insurance. Licensee agrees to maintain in full force during the term of this License a policy or policies of comprehensive general liability insurance and business automobile insurance in the amount of at least \$2,000,000 per occurrence for bodily injury (including death) and/or property damage. Licensee shall require indemnification and insurance coverage as it deems appropriate from its subcontractors providing services authorized by this Agreement. Licensee shall furnish City with a certificate of such insurance coverage prior to the commencement of this License, naming the City as an additional insured, which shall be acceptable to the City. The Certificate shall be provided at least 7 days before the commencement of the license.

The City does not represent in any way that the insurance specified, whether in scope of coverage or limits, is adequate or sufficient to protect Licensee's interests. In lieu of providing and keeping in force insurance policies as specified, Licensee may satisfy the insurance requirements of this section by warranting to the City that it is self-insured and able to entertain claims in an amount sufficient to indemnify the City as required herein. In this instance, prior to the commencement of this license Licensee shall provide evidence acceptable to the City, that Licensee has made provision to satisfy claims to the extent of Licensee's legal liability. Such evidence shall be provided at least 7 days before the commencement of the license. If such evidence is not acceptable insurance conforming to the above shall be provided to the City.

9. Surrender of Premises. Licensee hereby agrees upon the expiration or termination of this Agreement to vacate the Park-and-Ride Lot and re-deliver the same to the City in good order, and in the same condition as at the commencement of the Agreement.
10. Termination. Either party may terminate this Agreement, with or without cause, at any time by giving written notice to the other, specifying the date of termination, such notice to be given not less than 30 days' notice prior to the date specified in such notice for the date of termination. In the event of a substantial breach of this Agreement by Parnassus, the City may terminate this Agreement immediately upon written notice.
11. Additional Covenants of Licensee.
 - A. Responsibility for Expenses. Parnassus hereby acknowledges and agrees that Parnassus will cover 100 percent of all costs associated with providing Activities described in this Agreement. In the event that the City incurs costs associated with this Agreement, Parnassus shall reimburse the City upon the City making demand for reimbursement. The City shall provide documentation of costs it has incurred. Payment shall be made within 30 days of demand.
 - B. Damage to Premises. Licensee shall be liable for all damages to the Park-and-Ride Lot caused by or arising out of the Licensee's use of the same and shall pay all costs to repair said damages and shall reimburse the City upon demand as provided in paragraph A above.
12. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. Any disputes between the Parties related to this Agreement shall be venued in a court of competent jurisdiction in Hennepin County, Minnesota.
13. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either of them except to the extent incorporated in the Agreement.

14. Modification. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

15. Notices. Any notice provided for or concerning the Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each Party as set forth at the beginning of this Agreement.

16. Not Assignable. This Agreement may not be assigned.

17. Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below:

CITY OF MAPLE GROVE

By: Mark Steffenson
Its: Mayor
Dated: _____, 2022

By: Heidi Nelson
Its: City Administrator
Dated: _____, 2022

PARNASSUS PREPARATORY SCHOOL

Its: _____
Dated: _____, 2022

Exhibit A

Depiction of Zachary Park-and-Ride License Area
11332 96th Avenue North, Maple Grove, Minnesota

