

NEXUS FAMILY HEALING LICENSE TO USE COUNTY SPACE

THIS LICENSE AGREEMENT (“License Agreement”) is made by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Facilities Management Department, 1590 Highway 55, Hastings, Minnesota 55033, hereinafter referred to as "the COUNTY," and Nexus Family Healing, 505 Hwy 169 No., Suite 500, Plymouth, MN 55441, hereinafter referred to as "the OCCUPANT”.

WITNESSETH: The COUNTY and the OCCUPANT, in consideration of the license fees, covenants and consideration hereinafter specified, do hereby agree each with the other as follows:

1. LICENSED PREMISES:

The COUNTY grants, and the OCCUPANT accepts, a license to occupy and use the following described premises located in the City of Mendota Heights, County of Dakota, Minnesota, legally described or depicted in the attached ATTACHMENT 1, to wit:

The property containing a building having approximately Five Thousand Seven Hundred Eighty-Seven (5,787) feet of space, together with the surrounding grounds and parking lot, all located at 2031 Victoria Road South, Mendota Heights, MN 55118 and commonly known as “the Dakota County Aspen House”

(the “Licensed Premises”).

2. COUNTY WARRANTIES:

The COUNTY represents and warrants that it is solely entitled to all license fees payable under the terms of this License Agreement and that the OCCUPANT shall have the exclusive use of the Licensed Premises during the full term of this License Agreement and any extension or renewal thereof, according to the terms of this License Agreement.

3. TERM:

3.1 The term of this license shall be from January 1, 2025, to December 31, 2026.

3.2 Notwithstanding anything in Section 3.1, The COUNTY is not required to renew or extend the term of this License Agreement beyond the original term and the COUNTY may, at its sole option and discretion, allow the Agreement to expire at the end of such term or terminate Licensee’s use of the Licensed Premises according to the terms of this License Agreement.

4. TERMINATION:

4.1 The COUNTY may terminate this License Agreement in the event of a default by the OCCUPANT upon ten (10) days’ notice, if the OCCUPANT does not cure the default within such notice period.

4.2 Either party may terminate this License Agreement upon ten (10) days' notice if the services contract between the OCCUPANT and the COUNTY dated [REDACTED] for the OCCUPANT's operation of a youth shelter on the Licensed Premises (the "Services Contract") is terminated by either party for any reason under the provisions of the Services Contract. The effective date of the termination of this License Agreement shall coincide with the effective date of the termination of the Services Contract.

4.3 This License Agreement may be terminated by either party for convenience by giving the other party ninety (90) days' notice. Such notice shall state the reason for termination.

5. LICENSE FEE:

OCCUPANT shall pay to the COUNTY the following license fees for use of the Licensed Premises, and in consideration of all the covenants, representations, and conditions of this License Agreement and according to the terms hereof:

5.1 For the period of January 1, 2025 through December 31, 2025, the sum of Four Hundred Forty and 00/100 Dollars (\$440.00) per month.

5.2 For the period January 1, 2026, through December 31, 2026, the sum of Four Hundred Forty and 00/100 Dollars (\$440.00) per month.

6. The COUNTY will provide OCCUPANT with quarterly invoices (sent to nho-nexusap@nexusfamilyhealing.org) for license fees and all other payment obligations due under this Agreement according to the following schedule, provided that late submission of a quarterly invoice shall not relieve OCCUPANT of its obligation to pay the invoice:

Q1 (Jan. – Mar.):	May 30
Q2 (Apr. – June):	August 31
Q3 (July – Sept.):	November 30
Q4 (Oct. – Dec.):	February 28

OCCUPANT shall pay the invoice in full within thirty (30) days after receipt of the invoice.

7. The OCCUPANT covenants that at the termination of this License Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Licensed Premises to the COUNTY in as good condition as when the OCCUPANT took possession, ordinary wear and damage by the elements excepted. The Licensed Premises shall be considered vacated only after all areas, including storage areas, are clear of the OCCUPANT's belongings, and keys and other property furnished to the OCCUPANT by the COUNTY have been returned to the COUNTY. Alterations or fixtures installed by the COUNTY attached to the Licensed Premises shall remain a part thereof and shall not be removed by the OCCUPANT without the COUNTY's prior written consent.

8. If the Licensed Premises are destroyed or damaged by fire, tornado, flood, civil disorder, or any cause whatsoever, so that the Licensed Premises become untenable, the license fees shall be abated from the time of such damage and the OCCUPANT shall have the option of terminating this License Agreement, effective immediately upon notice to the COUNTY, or of allowing the COUNTY such amount of time as the OCCUPANT deems reasonable to restore the damaged Licensed Premises to tenantable condition.

9. The COUNTY shall be responsible for the payment of all real estate taxes and special assessments levied on the Licensed Premises.

10. DUTIES OF THE COUNTY:

9.1 The COUNTY shall, at its expense, provide adequate electrical outlets upon the Licensed Premises for normal office and residential uses.

9.2 The COUNTY shall, at its expense, provide the Licensed Premises with heating, cooling, and ventilation facilities of a design capacity sufficient to maintain the Licensed Premises at a comfortable temperature for normal office and residential uses under all but the most extreme weather conditions.

9.3 The COUNTY shall, at its expense, provide and manage the periodic inspections and testing of fire extinguishers, fire sprinkler systems, and kitchen hoods in the Licensed Premises.

9.4 The COUNTY shall, at its expense, provide and manage the long-term maintenance of the parking areas of the Licensed Premises, including striping and bituminous management, any necessary repairs or replacement the roof or structural components of the building, and any necessary replacement of the HVAC system of the Licensed Premises if regular maintenance and repairs duties assigned to the OCCUPANT hereunder cannot keep the HVAC system in proper operating condition as required in this License Agreement.

9.5 The COUNTY shall coordinate with the OCCUPANT to schedule and conduct the quarterly inspection of building conditions and operations to ensure the building maintenance managed by the OCCUPANT is satisfactorily completed and any issues are being addressed in a timely manner. A list of maintenance activities is attached as ATTACHMENT 2 which will be reviewed and by the parties from time to time and amended as agreed upon in writing.

11. DUTIES OF THE OCCUPANT:

10.1 The OCCUPANT shall allow access to the Licensed Premises by COUNTY or its authorized representatives, at any reasonable time upon reasonable notice during the life of this License Agreement, for any purpose within the scope of this License Agreement.

10.2 The OCCUPANT shall not use the premises at any time for any purpose forbidden by law.

10.3 The OCCUPANT acknowledges that this License Agreement does not convey any interest in the Licensed Premises to OCCUPANT and OCCUPANT may not assign or otherwise transfer OCCUPANT's interest in this License Agreement without the prior written consent of COUNTY.

10.4 The OCCUPANT shall endeavor to keep the public sidewalks adjacent to the building and any sidewalks or stairways leading from the public sidewalks to the building free from snow, ice, and debris, including the parking lot.

- 10.5 The OCCUPANT shall provide the premises with overhead lighting to provide sufficient foot candle power throughout the space.
- 10.6 The OCCUPANT shall provide, at its own expense, sufficient light, heat, and maintenance to the buildings, structures and grounds, and public access to the Licensed Premises, so that such areas shall be safe and reasonably comfortable.
- 10.7 The OCCUPANT shall provide the premises with a means or system of waste or trash disposal.
- 10.8 The OCCUPANT shall manage the maintenance and repairs as necessary for the kitchen hood system.
- 10.9 OCCUPANT shall manage all lawn, landscaping, and exterior grounds maintenance.
- 10.10 The COUNTY and the OCCUPANT agree to periodic (quarterly or as otherwise reasonably requested by the COUNTY) building condition and operational inspections to be coordinated between both parties to ensure the building maintenance managed by the OCCUPANT is satisfactorily completed and any issues are addressed in a timely manner. A list of the OCCUPANT's maintenance activities is attached as ATTACHMENT 2, which list shall be reviewed by the parties from time to time and amended as the parties may agree.

12. INSURANCE:

- 11.1 Property Damage. It shall be the duty of the COUNTY and the OCCUPANT to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this License Agreement, the COUNTY and the OCCUPANT hereby release one another and their respective partners, officers, employees and property managers from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage to property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.
- 11.2 Liability. The COUNTY and the OCCUPANT 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. The OCCUPANT agrees to acquire and maintain, at its sole expense, during the term of this License Agreement and any extension thereof, commercial general liability insurance with a limit of coverage equal to or greater than the liability limits under Minn. Stat. Ch.466. The COUNTY'S liability shall be governed by the provisions of Minnesota Statutes, Section 466.04. The COUNTY agrees to acquire and maintain, at its sole expense, commercial general liability insurance (or comparable coverage under a program of self-insurance), with a limit of coverage equal to or greater than the liability limits under Minnesota Statutes Chapter 466.
- 11.3 Workers' Compensation. The COUNTY and the OCCUPANT shall be responsible for injuries to or death of their respective employees and shall maintain workers' compensation coverage or self-insurance coverage for its respective personnel.

13. MAINTENANCE AND REPAIRS:

12.1 The OCCUPANT shall, at its own expense, maintain all plumbing, wiring, heating and cooling devices, and ductwork, located on the Licensed Premises in proper working condition during the term of this License Agreement.

12.2 The OCCUPANT shall, at its own expense, make such necessary repairs to the plumbing, wiring, heating and cooling devices, and ductwork, located on the Licensed Premises, so as to continue to provide all such service as required by this License Agreement. The COUNTY shall not be responsible for repairs upon implements or articles which are the personal property of OCCUPANT, nor shall the COUNTY bear the expense of repairs to the Licensed Premises necessitated by damage caused by the OCCUPANT beyond normal wear and tear for a shelter facility.

14. JANITORIAL SERVICE:

The OCCUPANT shall, at its own expense, provide janitorial services and supplies for cleaning of the Licensed Premises, trash removal, and replacement of fluorescent bulbs, starters and ballasts, as needed.

15. UTILITIES:

The OCCUPANT shall bear the cost of heat, electricity, air conditioning, sewer, and water services to the Licensed Premises.

16. The OCCUPANT agrees that in exercising its management responsibilities of the Licensed Premises, including, in particular, the maintenance, repair, alterations and construction relating thereto, it shall fully comply with all applicable laws, rules, ordinances and regulations as issued by any political subdivision having jurisdiction and authority in connection with said property.

17. The OCCUPANT shall observe reasonable precautions to prevent waste of heat, electricity, water, air-conditioning or any other utility or service.

18. The COUNTY shall, at its expense, provide and maintain the Licensed Premises with accessibility and facilities meeting code requirement for handicapped persons whenever possible.

19. OCCUPANT INSTALLED PROPERTY:

Any equipment, trade fixtures, or furniture installed by the OCCUPANT including but not limited to moveable partitions, shelving units, projection screens and audio-video equipment attached to the Licensed Premises by the OCCUPANT, shall remain the property of the OCCUPANT. The OCCUPANT shall have the right to remove the above-described equipment, fixtures or furniture at the expiration or termination of this License Agreement or any extension thereof, even though said equipment, fixtures, or equipment are attached to the Licensed Premises, provided that floor and wall surfaces are reasonably restored.

20. TELECOMMUNICATIONS AND PHONES:

The OCCUPANT shall, at its own expense, procure and manage telecommunications and phones as necessary to conduct its business operations in the Licensed Premises.

21. LIAISON/NOTIFICATION:

20.1 To assist the parties in the day-to-day performance of this contract and to ensure compliance with the specifications and provide ongoing consultation, a liaison shall be designated by the OCCUPANT and by the COUNTY. The parties shall inform the other, in writing, of any change in the designated liaison. At the time of execution of this Contract, the following persons are the designated liaisons:

OCCUPANT Liaison: Margaret Vimont	Phone Number: 612-289-2592
COUNTY Liaison: Michael Lexvold	Phone Number: 651-438-8180

20.2 All notices required to be provided pursuant to this License Agreement shall be provided in writing and either personally delivered or sent by Certified U.S. Mail, return receipt requested, to the following named persons and addresses:

To OCCUPANT:

Michelle Murray
President and CEO
Nexus Family Healing
505 Hwy. 169 No., Suite 500
Plymouth, MN 55441

To COUNTY:

Michael Lexvold
Facilities Management Director
Dakota County Administration Center
1590 Highway 55
Hastings, MN 55033

Notice shall be deemed to be given on the date it is personally delivered or on the second day after the date of mailing as provided above. A notification to the COUNTY regarding a breach or termination of this License Agreement shall also be provided to the office of the County Attorney, 1560 Highway 55, Hastings, Minnesota 55033.

22. AMENDMENTS:

Any amendments to this License Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by each party's authorized representative.

23. INTEGRATION:

This License Agreement is the final expression of the agreement of the parties as to the license terms for OCCUPANT'S use of the Licensed Premises and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in those agreements. For the avoidance of doubt, the parties acknowledge that the OCCUPANT will use the Licensed Premises in connection with the Services Contract but the parties' obligations to each other relating to the license for use of the Licensed Premises shall be governed exclusively by this License Agreement.

24. MISCELLANEOUS:

Each of the parties represents and warrants to the other party that the person signing this License Agreement on its behalf is duly authorized by law to execute this License Agreement and legally bind their respective party. The headings herein are inserted only for convenience and reference and shall in no way define, limit, or describe the scope or intent of any provision of this License Agreement. This License Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have by their duly authorized officers, executed this License Agreement in duplicate on the date indicated below, intending to be bound thereby.

OCCUPANT: NEXUS FAMILY HEALING

COUNTY: COUNTY OF DAKOTA

By _____

Name: Michelle Murray
Title: President and CEO

Date _____

By _____

Michael Lexvold
Facilities Management Director

Date _____

Approved as to form:

Assistant Dakota County Attorney/Date

Approved by Dakota County Board
Resolution No. **24-TBD**

ATTACHMENT 1

That part of Government Lots 2 and 4 being described as the South 693.00 feet of the West 660 feet of the Northwest Quarter of Section 26, Township 28, Range 23, Dakota County, Minnesota, except:

- A. The South 417.42 feet of the West 417.42 feet thereof.
- B. The West 378.00 feet of the North 275.58 feet thereof.
- C. The South 417.42 feet of the East 190.50 feet thereof.



Aspen House

Services Responsibility Matrix

Last Updated: 11/22/24

ATTACHMENT 2

x = primary responsibility

* = other role

Category	Item	County	Nexus	Notes
Utilities				
	Electricity	x		County pays, invoices Nexus
	Natural Gas	x		County pays, invoices Nexus
	Water and Sanitary Sewer	x		County pays, invoices Nexus
	Storm Sewer	x		County pays, invoices Nexus
	Waste Management (trash, recycling, compost)		x	Arrange provider and pay direct
	Internet		x	Arrange provider and pay direct
	Cable TV		x	Arrange provider and pay direct
	Phone		x	Arrange provider and pay direct
	Card Access System		x	Arrange provider and pay direct
Services (ongoing contracts, services to be provided by another vendor)				
	Custodial Services		x	Arrange provider and pay direct;
	Pest Control		x	Arrange provider and pay direct;
	Window Washing (exterior)		x	As needed
	Window Washing (interior)		x	As needed
	Snow Removal (drive and parking lot)		x	
	Snow Removal (sidewalks)		x	
	Lawn mowing, trimming, landscaping		x	Mow and trim lawn, basic plant care around building
Ongoing Maintenance (scheduled preventative maintenance efforts or service calls for issues)				
	Commercial Kitchen Equipment Maintenance and Service	*	x	Nexus to do Preventative Maintenance and repairs. County to replace equipment if deemed necessary.
	HVAC Equipment Maintenance	*	x	Nexus to do Preventative Maintenance and repairs. County to replace HVAC equipment if deemed necessary. (See attached Sample Duties List for more information.)
	Drain Cleaning		x	As Needed
	Duct Cleaning	x		As Needed
	Plumbing Maintenance	x	*	Nexus to do drain cleaning. County to replace fixtures if deemed necessary. (See attached Sample Duties List for more information.)
	Electrical Maintenance	x	*	Nexus responsible for damaged fixtures (outlets, switches, etc..). County responsible for main electrical system and failed fixtures.
	Card access reader system maintenance		x	Nexus system
	Laundry equipment maintenance	*	x	Routine maintenance or service based on use/need. County will replace if deemed necessary.
	Ceilings	x	*	Monthly visual check for stains or damage.

Category	Item	County	Nexus	Notes
	Exterior Light Maintenance	x		Parking lot and building mounted fixtures
Routine Inspections				
	Emergency lights	x		Maintain, test and repair
	Monthly Fire Extinguisher Inspection	x		By County staff monthly and certified annually by vendor
	5-Year Fire Extinguisher Inspection	x		County and contractor complete a review of all fire extinguishers
	Annual Fire Marshal/Inspector Walkthrough	x		County and staff walk the building with the Fire Marshal/Inspector for compliance checks (frequency may vary depending on Fire Marshal/Inspector)
	Semi Annual Kitchen Hood Suppression System Inspection	x		County and contractor complete a semi annual fire suppression system test on the kitchen hood.
	MN Department of Public Health Commercial Kitchen Inspection		x	Nexus to coordinate inspections
	Roof Inspections	x		By County staff monthly and annually by vendor
Building Repairs (repair or replacement due to damage)				
	Doors	x		
	Door hardware	x	*	County to repair/replace; Nexus to cover costs.
	Card access readers		x	Nexus to repair/replace; Nexus to cover costs.
	Windows	x	*	County to repair/replace; Nexus to cover costs.
	Window shades/blinds		x	County to repair/replace; Nexus to cover costs.
	Walls		x	Nexus to repair; Nexus to cover costs.
	Ceilings		x	Nexus to repair; Nexus to cover costs.
	Floors		x	Nexus to repair/replace; Nexus to cover cost
	Countertop/cabinets	x	*	County to repair/replace; Nexus to cover cost
	Appliances (other than commercial kitchen)		x	Nexus to repair/replace; Nexus to cover costs.
	Furniture		x	Nexus to repair/replace; Nexus to cover costs.
	Shower curtains		x	Nexus to repair/replace; Nexus to cover costs.
	Plumbing items/issues	x	*	County to repair/replace; Nexus to cover cost
	Electrical items/issues	x	*	County to repair/replace; Nexus to cover cost
Capital Replacement Costs (planned, long-term upgrades or replacements)				
	Loose Items (FF&E)		x	Nexus Responsibility
	AV Equipment in Living Rooms (TVs)		x	Nexus Responsibility
	IT/AV Equipment in Conference Rooms		x	Nexus Responsibility
	Major Building HVAC Systems and Equipment	x		Planned replacements based on end of life (will vary by piece of equipment).
	Commercial Kitchen Equipment	x	*	Planned replacements based on end of life (will vary by piece of equipment). Nexus responsible for unplanned replacements due to change in use or damage.
	Roof replacement	x		Planned replacements based on end of life
	Exterior Doors replacement	x		Planned replacements based on end of life
	Exterior Window replacement	x		Planned replacements based on end of life
	Interior Doors	x		Planned replacements based on end of life
	Interior Windows	x		Planned replacements based on end of life
	Carpet or flooring replacement	x		Planned replacements based on end of life
	Interior wall painting	x		Planned replacements based on end of life
	Plumbing fixtures	x		Planned replacements based on end of life

Category	Item	County	Nexus	Notes
	Countertops/casework	x		Planned replacements based on end of life

OCCUPANT'S MAINTENANCE DUTIES SAMPLE LIST

Furnace

Check Thermostat Calibration and Operation Annually
Check Furnace Filter (Every 3 Months)
Check for Proper Ignition Upon A Heat Call
Clean and Check Burners
Check Draft Fan Operation
Check All Safety Controls
Check Blower Wheel Condition
Clean Cabinets and Outside of Unit
Secure All Electrical Connections
Lubricate All Applicable Parts
Check Flue for Obstructions and Clean Drain Lines and Trap
Inspect Heat Exchanger for Cracks or Corrosion
Clean Fresh Air Intake Screen
Check Exhaust Outside for Obstructions (When Applicable)

A/C

Outdoor Unit
Clean & Check Coil as needed
Clean & Check Outdoor Fan Blades
Check & Tighten Electrical Connections on Outdoor Un
Tighten Service Caps to Prevent Refrigerant Leaks
Apply Protective Coat on Painted Surface
Clean Debris from Outdoor Unit

Water Softener

Culligan Water softener,
Mo# 01022173
Ser# VL 14103472
P# 01022173
Salt tank approx. 70 gallons

Service:

Softener is plugged into power supply System is in service mode
Test output water for hardness (Annually)
Check Brine Tank, Clean (Annually)
Check Salt Level, Salt level is above water level; refill if need be (up to $\frac{2}{3}$)
Check Water Level
Check All Connections for leaks