

**CONTRACT BETWEEN THE COUNTY OF DAKOTA
AND GUILD
FOR USE OF COUNTY SPACE**

This Contract (Contract) is made and entered into between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Facilities Management Department (County) and Guild, a Minnesota nonprofit corporation, 122 South Wabasha Street, Suite 400, St. Paul, Minnesota 55107 (Contractor). Contractor and County are collectively referred to herein as the “parties” and individually as “party.”

WHEREAS, the County owns the property located at 2025 Livingston Avenue, West St. Paul, MN (the “Property”); and

WHEREAS, the Property is improved with a facility designed and intended for the County to provide services under one or more Government Programs (defined below); and

WHEREAS, the portion of the facility to be occupied by Contractor is to be operated as a Crisis and Recovery Center (the “Center”), at which the County, through a contractor, will provide crisis assessment and supportive services, intensive residential treatment services, and crisis residential services; and

WHEREAS, the County has entered into a contract with Contractor to provide services for the occupation, managing, and running of governmental programs permitted by Minn. Stat. §§ 245I.01 to 245I.13, and 245I.23 (the “Government Programs”) at various locations in the County, including but not limited to crisis assessment and support services, and other services related to the Government Programs which Contractor will provide at the Center under the parties’ services contract (the “Services Contract”); and

WHEREAS, the County is authorized to enter into contracts for the management of property owned by the County pursuant to Minn. Stat. § 373.01, subd. 1(5); and

WHEREAS, the parties desire to enter into this agreement for the purposes of identifying the parties’ responsibilities relating to the use, occupation and management of the Center during the time Contractor is providing services under the Services Contract; and

WHEREAS, the Contractor represents, covenants, and warrants it can and will perform the services relating to the management of the Center according to the provisions of this Contract.

NOW, THEREFORE, the parties agree as follows:

1. TERM

- 1.1 Term. This Contract is effective and enforceable on the date the last party executes this Contract (“Effective Date”) and expires on December 31, 2034, unless earlier terminated by law or according to the provisions of this Contract (the “Term”).
- 1.2 Not Required to Renew. Notwithstanding anything in this Contract or in the Services Contract, the County is not required to renew or extend the term of this Contract beyond the original term and the County may, at its sole option and discretion, allow the Contract to expire at the end of such term or terminate Contractor’s use and occupation of the Center according to the terms of this Contract.

2. CONTRACTOR'S OBLIGATIONS

- 2.1. Management Services. County appoints Contractor to manage the Center according to the terms of this Contract (the “Management Services”). Contractor is responsible for managing the Center

in a professional, competent and business-like manner, in material compliance with all legal requirements, the terms and provisions of this Contract, and the Responsibility Matrix identified in section 3.6 below.

- 2.2. Program Reporting. Contractor shall use and operate the Center only for the Government Program(s) identified for the Center in the Services Contract. Contractor shall provide the County with an initial program evaluation report, in a form reasonably acceptable to the County, no later than [insert date]. The County may require Contractor to provide one or more annual program evaluation reports, if requested by the County, to the extent reasonably necessary to establish for the State that Contractor is operating the Center for the Government Program(s).
- 2.3. Annual Program Budget. Contractor shall provide County with an initial program budget by [insert date], showing the anticipated revenue and expenses for the Government Program(s) operated at the Center. Contractor shall thereafter provide the County with annual program budgets for the then-coming Calander year. The annual budgets shall be provided to the County on or before November 15 each year during the term of this Contract.
- 2.4. Ability to Perform. Contractor must maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor must promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County must determine whether such inability requires amendment or termination of this Contract.
- 2.5. Contractor Staff.
 - A. New Hire Verification. Contractor agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such law.
 - B. New and Vacant Positions. Contractor must list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, during the term of this Contract.
- 2.6. Contractor to Allow Inspections. Contractor shall allow the County and the Minnesota Department of Human Services, or any successor State agency, to inspect the Center at any reasonable time following reasonable notice from the County or the State agency.
- 2.7. Successors and Assigns. Contractor agrees to provide Notice to County at any time Contractor is merged with or acquired by another entity or all of its assets are purchased by another entity. In order to continue Management Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County. Contractor must receive written consent from the County permitting the Contractor to assign this Contract to the Contractor's successor and such successor must agree in writing to assume all of Contractor's rights, duties, liabilities, obligations, and provisions of the Contract.

3. REAL PROPERTY

- 3.1. License. Subject to Contractor complying with this Contract and the Services Contract, the County grants, and Contractor accepts, a license to occupy and use the Center. Contractor may use and occupy the Center on the terms and conditions contained in this Contract, in its present "AS IS" condition on the date hereof. County has made no representations, warranties or undertakings as to the present or future condition of the Center or the fitness and availability of the Center for any particular use. The acceptance of the Center by Contractor shall constitute an acknowledgment by

Contractor that the Center is in the condition it is required to be in by this Contract. With the exception of certain operational, maintenance and repair costs as set forth on the Responsibility Matrix identified in section 3.6, the County shall not charge rent, a license fee or similar charge for Contractor's use, management and operation of the Center and the Property under this Contract for the duration of the Contract term, including any extension or renewal thereof.

- 3.2. No Lien or Encumbrance. Contractor acknowledges that this Contract and does not convey any interest in the Center or the Property to Contractor and Contractor may not assign or otherwise transfer its interest in this Contract without the prior written consent of the County. Contractor acknowledges and warrants that it may not and will not allow any voluntary or involuntary lien or encumbrance on the Center or any portion of the Property without the prior written consent of the County and the State of Minnesota.
- 3.3. Retention of Legal Ownership by County. County at all times shall continue to exercise legal ownership and control over the Center and the Property, subject to Contractor's management and use rights and obligations under this Contract and the Services Contract. By entering into this Contract, County does not delegate to Contractor any of the powers, duties, and responsibilities vested in the County as they relate to the Center and the Property, except as provided for in this Contract and the Responsibility Matrix.
- 3.4. County's Right/Obligation to Alter/Improve Property. County may at any time, at its expense, make such alterations or improvements in or to the Center or the Property as County determines appropriate. All alterations or improvements must be made in a manner to cause the least practicable interference with the operation of the Center. In the event any alterations, additions or improvements, structural or nonstructural, are required to bring the Center into compliance with any applicable requirements under all laws, ordinances, orders, rules and regulations of authorities with jurisdiction over the Center, County must make such alterations, additions and improvements at County's expense.
- 3.5. Alterations. Contractor must not make any alterations, improvements, or installations in or to the Center without the prior written consent of County. Any permitted alterations and improvements are subject to the terms and conditions of this Contract, and in those instances where applicable, are subject to the county's approval as provided in this Contract.
- 3.6. Maintenance and Repairs.
 - A. The parties shall be responsible for maintenance and repair of the Center and the Property as set forth on the Responsibility Matrix attached as Exhibit 1. Each party shall provide such maintenance and repair at their own cost, except as otherwise provided on the Responsibility Matrix.
 - B. The County will conduct routine inspections of the Center to determine necessary maintenance or improvements.
 - C. Except as otherwise provided on the Responsibility Matrix, the County must, at its own expense, make such necessary repairs to the Center, so as to ensure that the Center is suitable for Contractor to perform the services identified under the Services Contract, provided, however, the County is not responsible for repairs upon implements or articles which are the personal property of Contractor, nor does the County bear the expense of repairs to the Center necessitated by damage caused by Contractor beyond normal wear and tear. If there are damages beyond normal wear and tear, County will complete repair, but charge back Contractor for the repairs.
 - D. Contractor shall promptly report any known maintenance issues or needed repairs to the County.

3.7 Emergency Repairs. Contractor must notify the County for any extraordinary or emergency repairs within 24 hours of Contractor's knowledge of the damage. Contractor must permit County or County's contractor to enter the Center to make the necessary repairs.

3.8 Damages or Destruction. If the Center or any portion thereof are damaged or destroyed at any time during the Term

by fire, casualty or any other cause, County must with due diligence, repair or replace the Center, so that the Center is restored to substantially the same condition as existed prior to such damage or destruction; provided. However, that in the event of any substantial damage or destruction to the Center the cost of repair of which would exceed, in County's reasonable judgment, twenty-five percent (25%) of the value of the Center, County, within thirty (30) calendar days after the date of occurrence of such damage or destruction may either:

A. commence repair of same, in which event this Contract shall continue in full force and effect, provided, however, that Contractor's performance of the Management Services shall be suspended during the duration of the repairs; or

B. give Notice to Contractor that County does not intend to repair such damage or destruction, in which event this Contract may be terminated by either of the parties.

All such repair or replacement is subject to County's reasonable approval by County's consent, including the plans, specifications, drawings, architect and contractor, and must be made in a manner to cause the least practicable interference with the operation of the Center.

3.9 Utilities. The County will provide utilities to the Center for Contractor's use as provided on the Responsibility Matrix. The County make initial payments of such utilities to the respective providers and will submit an invoice to Contractor for such charges that Contractor is responsible for and which were paid by the County. Contractor shall pay any such invoice within thirty (30) days of receipt. The County will use such payments only to reimburse the County for the ordinary expenses incurred relating to the County's operation and maintenance of the Center.

3.10 Annual Review. The parties shall meet annually, at a date and time agreeable to the parties, but no later than the third quarter of each year, to review the Responsibility Matrix and to discuss any issues the parties may have relating to the use of the Center as it relates to this Contract. The parties may amend the Responsibility Matrix from time-to-time by written amendment to this Contract.

4. COMPLIANCE WITH LAWS/STANDARDS

4.1 General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 2 Any violation of this section is a material breach of this Contract.

4.2 Minnesota General Obligation Bond Requirements. The County has entered into a Grant Agreement with the Minnesota Department of Human Services in connection with the use of general obligation bond funds provided for the Construction and operation of the Center (the "Grant Agreement"). The parties acknowledge that they must comply with the Grant Agreement in the use and management of the Center under this Contract. Contractor acknowledges receiving a copy of the Grant Agreement and agrees that it will comply with the County's reasonable request in providing reports and other information to the State as may be required by the Grant Agreement. The parties further agree to amend this Contract to the extent required by the State pursuant to the Grant Agreement.

- 4.3 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.4 Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Management Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change.
- 4.5 Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

Contractor must not engage in discriminatory employment practices regarding operation or management of the Real Property as defined in Minn. Stat. 363A.03, and, if applicable, the Center, and it shall, with respect to such activities, fully comply with all of the provisions contained in Minn. Stat. chs. 363A and 181.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with section 12, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

5. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the County and the Contractor. Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

6. NOTICES

- 6.1 Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
 - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or

- C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- D. Except for Notices of Termination and Notices of Default, by email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address, so long as a copy of the notice is mailed via first class U.S. Mail on the same day as the email notice or notice is also given as outlined in this Section 6.1 A-C above.

6.2 If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

7.1 General. Except as provided in Section 7.3, to the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:

- A. Intentional, willful, or negligent acts or omissions; or
- B. Actions or omissions that give rise to strict liability; or
- C. Negligent or intentional misrepresentation

whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

The Contractor's duty to defend the County is not contingent upon a finding of liability or wrongdoing on the part of the Contractor. Rather, the Contractor's duty to defend the County arises whenever an allegation is made—whether in a formal lawsuit or otherwise—that the County is liable to a third party as a result of the conduct of the Contractor.

7.2 Indemnification of the State. Contractor must defend, indemnify, and hold the Minnesota Department of Human Services (DHS), the Commissioner of Minnesota Management and Budget (MMB), and the State of Minnesota, their agents, servants, and employees from any and all claims, demands, and judgments made or recovered against the same, that arise out of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the DHS, the Commissioner of MMB, or the State of Minnesota, or others (including the loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the contract or operation of real estate acquired for the contract whether or not due to any act of omission or commission, including negligence of the Contractor or any of their employees, servants, or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the DHS, the Commissioner of MMB, or the State of Minnesota, their employees, servants, or agents.

7.3 Limitations. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the County or any third party for whom the Contractor is not legally liable. Neither this limitation nor any other provision of this Contract shall be construed as a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.

7.4 Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:

A. Any demand, action, suit, or proceeding against the party providing Notice; or

B. Any event or fact that may give rise to indemnification under Section 7.1 by Contractor.

7.5 Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County to undertake control of the defense.

8. INSURANCE

8.1. Insurance Policies. Contractor shall maintain policies of insurance as set forth in Exhibit 3 and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract.

8.2. Property Damage. It is the duty of the County and the Contractor to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Contract, the County and the Contractor 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 is caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

8.3. Responsibility. 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.

9. SUBCONTRACTING

9.1 Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.

9.2 Permitted Subcontracting. If permitted by the County under section 9.1, Contractor may subcontract subject to the following:

A. Contractor shall be responsible for the performance of its subcontractors.

B. All subcontractors shall comply with the provisions of this Contract.

C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.

9.3 Notice to County. Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any

subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.

- 9.4 Payment of Subcontractors. This provision is required by Minn. Stat. § 471.425. Contractor shall pay the subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.

- 9.5 A violation of any part of this section is a material breach of contract.

10. FORCE MAJEURE

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

11. DEFAULT

- 11.1 Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.
- 11.2 Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3 Withholding Payment. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

12. TERMINATION

- 12.1 Termination Without Cause. Either party may terminate this Contract without cause by providing ninety (90) calendar days' Notice of Termination to the other party.
- 12.2 Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing thirty (30) calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
 - B. Failure to perform Services or provide payment within the time specified in this Contract;
 - C. Failure to perform any other material provision of this Contract;

- D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
 - E. The voluntary or involuntary dissolution, insolvency, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 12.3 Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for or otherwise reimburse Contractor for any cost of Management Services identified in the Responsibility Matrix that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section. Notwithstanding any termination by County under this Section 12.3, County shall be obligated to reimburse Contractor for all Management Services as identified in the Responsibility Matrix to the extent incurred or approved, as applicable, prior to the Notice of Termination.
- 12.4 Termination by County—Termination of Governmental Program. If the Governmental Program(s) provided at the Center are ever terminated for any reason, including a loss of authority or ability, as determined by the County, to provide the Government Program(s) at the Center, or the County is unable to own or operate the Center, this Contract terminates automatically upon notice by the County. The County is not subject to any penalty or damages for termination under this section.
- 12.5 Termination by Either Party – Termination of Services Contract. Either party may terminate this Contract upon ten (10) days' notice if the Services Contract between the County and Contractor expires or is terminated by either party for any reason under the provisions of the Services Contract.
- 12.6 Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.7 Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with County with any transition of Management Services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
 - E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
 - F. Submit an invoice for Management Services satisfactorily performed and orders and subcontracts entered into by Contractor that cannot be cancelled prior to the effective date of termination within 35 calendar days of said date.
 - G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

12.8 Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the parties shall make final payment to each other in accordance with any amounts due under the Responsibility Matrix or other applicable provision of this Contract

12.9 Effect of Termination for Cause or without Cause.

A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 2 (Standard Assurances) and the indemnity provisions of section 7.

B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

13. **CONTRACT RIGHTS AND REMEDIES**

13.1 Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.

13.2 Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

14. **AUTHORIZED REPRESENTATIVE**

14.1 The Authorized Representatives of the respective parties for purposes of this Contract and all notices hereunder are as follows:

To Contractor:

Trish Thacker
Chief Executive Officer
122 Wabasha Street, Suite 400
St. Paul, MN 55102
Telephone: 651-283-7295
Email Address: tthacker@guildservices.org

To the County:

Georg Fischer
Physical Development Director
Western Service Center
14955 Galaxie Ave
Apple Valley, MN 55124
Telephone: 952-891-7007
Email Address: Georg.Fischer@co.dakota.mn.us

14.2 The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

14.3 In addition, Notices regarding breach or termination shall also be provided to:

Dakota County Attorney's Office
Civil Division
1560 Highway 55
Hastings, Minnesota 55033.

15. LIAISON

15.1 The Liaisons of the respective parties for purposes of this Contract are as follows:

Contractor Liaison: Heather Besonen
Telephone: 612-845-2989
Email Address: hbesonen@guildservices.org

County Liaison: Michael Lexvold
Telephone: 651-438-8180
Email Address: Michael.Lexvold@co.dakota.mn.us

15.2 The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

16. AMENDMENTS

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative and approved by the Commissioner of Minnesota Management and Budget, or the Commissioner's designee. Any amendment to the Term will thereafter be the Term.

17. SEVERABILITY

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

18. MERGER

18.1 Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

18.2 Exhibits. The following Exhibits, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – Responsibility Matrix
Exhibit 2 – Standard Assurance
Exhibit 3 – Insurance Terms

18.3 By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract.

19. CONFIDENTIALITY

19.1 "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.

19.2 For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of

the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.

- 19.3 Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 19.4 Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute waiver of any claim or cause of action for breach of contract.
- 19.5 Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 19.6 This section survives expiration or termination of this Contract.

20. ELECTRONIC SIGNATURES

Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

21. CONTRACT INTERPRETATION AND CONSTRUCTION

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

22. WAGE WITHHOLDING TAX

Pursuant to Minn. Stat. § 270C.66, County shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest, to the extent applicable to the Management Services provided for under this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

COUNTY:
COUNTY OF DAKOTA

CONTRACTOR:
GUILD
(I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)

By:

[Name, Title]
[Department]

By:

Signature

Date _____ of _____ Signature: _____

Title

Date of Signature: _____

Contract Number: C00

APPROVED AS TO FORM:

Assistant Dakota County Attorney/Date
KS-
Dakota County Board Resolution:

Exhibit 1 – Responsibility Matrix

1001299: B40002 Crisis and Recovery Center				
Services Responsibility Matrix				
Last Updated: 08/19/24				
x = primary responsibility				
* = other role				
Category	Item	County	Guild	Notes
Utilities				
	Electricity	x		Back-charge to Guild
	Natural Gas	x		Back-charge to Guild
	Water and Sanitary Sewer	x		Back-charge to Guild
	Storm Sewer	x		Back-charge to Guild
	Waste Management (trash, recycling, compost)	x		Back-charge to Guild Use County's existing waste management contracts, extend services to this building.
	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	Project to provide system, Guild to manage
	Fiber to Building MPOP	x		
	County Internet for Place to Go (PTG); staff and guest access	x		Via County network
Services (ongoing contracts, services to be provided by another vendor)				
	Custodial Services	*	x	Arrange provider and pay direct; County will provide cleaning services to PTG
	Pest Control	*	x	Arrange provider and pay direct; County will provide services for PTG
	Window Washing (exterior)	x		Two times per year
	Window Washing (interior)		x	
	Parking Lot Sweeping	x		As part of Northern Service Center (NSC) schedule
	Snow Removal (drive and parking lot)	x	*	As part of NSC schedule, NOT 24/7. Guild may need supplemental arrangements
	Snow Removal (sidewalks)	x	*	Snow removal at sidewalks, paths up to exit doors; Guild to shovel sidewalks at doors in off hours until County's team can get there.
	Lawn mowing, trimming, landscaping	x		Mow and trim lawn, basic plant care around building
	Gardening (courtyard)		x	Program specific plantings or gardening

Ongoing Maintenance (scheduled preventative maintenance efforts or service calls for issues)				
	Commercial Kitchen Equipment Maintenance and Service		x	Routine maintenance or service based on use/need.
	HVAC Equipment Maintenance	x		
	Geothermal Equipment Maintenance	x		
	Drain Cleaning	x		As Needed
	Duct Cleaning	x		As Needed
	Plumbing Maintenance	x	•	County to maintain and repair; Guild responsible for damaged fixtures
	Electrical Maintenance	x		
	Emergency generator or inverter maintenance	x		
	Card access reader system maintenance	x		
	Laundry equipment maintenance		x	Routine maintenance or service based on use/need.
	Tile grout cleaning and sealing	x		Annually for floor grout
	Ceilings	x		Monthly visual check for stains or damage
	Exterior Light Maintenance	x		Parking lot and building mounted fixtures
	Exterior Camera Maintenance	x		
	Irrigation System Maintenance	x		
Routine Inspections				
	Eye Wash Inspections	x		Quarterly
	AED Inspections	x	x	County responsible for PTG area only
	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.
	Elevator Inspection	x		
	Emergency Generator or Inverter Inspection	x		
	MN Department of Public Health Commercial Kitchen Inspection		x	Guild to coordinate inspections
	Roof Inspections	x		By County staff monthly and annually by vendor
	Solar Panel Inspections	x		By County staff monthly and certified annually by vendor

Building Repairs (repair or replacement due to damage)				
	Doors	x		
	Door hardware	x	*	County to repair/replace; Guild to cover costs.
	Card access readers	x	*	County to repair/replace; Guild to cover costs.
	Windows	x		
	Window shades/blinds	x	x	County responsible for items in PTG area only.
	Walls	x	*	County to repair; Guild to cover costs.
	Ceilings	x	*	County to repair; Guild to cover costs.
	Floors	x	*	County to repair/replace; Guild to cover cost
	Countertop/cabinets	x	*	County to repair/replace; Guild to cover cost
	Appliances (other than commercial kitchen)	x	x	County responsible for items in PTG area only.
	Furniture	x	x	County responsible for items in PTG area only.
	Shower curtains	x	x	County responsible for items in PTG area only.
	Plumbing items/issues	x	*	County to repair/replace; Guild to cover cost
	Electrical items/issues	x	*	County to repair/replace; Guild to cover cost
Capital Replacement Costs (planned, long-term upgrades or replacements)				
	Loose Items (FF&E)	x	x	County responsible for items in PTG area only.
	AV Equipment in Living Rooms (TVs)	x	x	County responsible for items in PTG area only.
	IT/AV Equipment in Conference Rooms	x	*	Planned replacements based on end of life by County. Guild responsible for unplanned replacements due to damage.
	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). Guild 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
	Countertops/casework	x		Planned replacements based on end of life