

Attachment: License Draft

AVIVO LICENSE TO USE COUNTY SPACE

THIS LICENSE AGREEMENT is made by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Operations Management Department, 1590 Highway 55, Hastings, Minnesota 55033, hereinafter referred to as "COUNTY," and Avivo, 900 20th Ave. South, Minneapolis, 55404, hereinafter referred to as "OCCUPANT".

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

1. The COUNTY grants and the OCCUPANT accepts a license, effective January 1, 2023, of the following described premises located in the City of West St. Paul, County of Dakota, Minnesota, identified in Attachment 1, to wit:
 - 1.1 Years One through Three: From January 1, 2023 through December 31, 2025: Approximately Three Thousand One Hundred Fifty-Nine (3,159) usable square feet of the office space on the first level of the Dakota County Northern Service Center located at 1 Mendota Road West, West St. Paul, Minnesota.
 - 1.2 Year Four: From January 1, 2026 through December 31, 2026: Approximately Three Thousand One Hundred Fifty-Nine (3,159) usable square feet of the office space on the first level of the Dakota County Northern Service Center located at 1 Mendota Road West, West St. Paul, Minnesota.
 - 1.3 Year Five: From January 1, 2027 through December 31, 2027: Approximately Three Thousand One Hundred Fifty-Nine (3,159) usable square feet of the office space on the first level of the Dakota County Northern Service Center located at 1 Mendota Road West, West St. Paul, Minnesota.
2. COUNTY represents and warrants that it is solely entitled to all rents payable under the terms of this License Agreement and that OCCUPANT shall have the quiet enjoyment 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 initial term of this license shall be from January 1, 2023, to December 31, 2025 as set forth in Section 1.1. of this License Agreement. If this License Agreement is not terminated during the initial term set forth in Section 1.1 of this License Agreement, then the license shall automatically extend as set forth in Sections 1.2 and 1.3 of this License Agreement. All provisions of this License Agreement shall remain in force and effect after the license is automatically extended, with no option to negotiate or renegotiate any new or existing terms or conditions. This extension merely continues the original license. Unless otherwise agreed to by the parties in a separate writing, the license shall terminate after the term set forth in Section 1.3 of this License Agreement.
4. TERMINATION:

This License Agreement may be terminated by either party by giving the other party (30) day written notice of intention to terminate. Such written notice of intention to terminate shall state the reason for termination. If the COUNTY terminates this License Agreement because it desires all or part of the licensed space for other purposes, COUNTY will make every reasonable effort to accommodate OCCUPANT in comparable space within the Dakota County Northern Service Center. For purposes of termination, all days are calendar days. Written Notice of Termination for cause or without cause shall be made by certified mail or personal delivery to the authorized representative of the other party. Notice is deemed effective upon delivery of the Notice of Termination to the address of the party as stated in Section 24.2. If the License Agreement is terminated without Cause, the License Agreement shall be terminated thirty (30) days after delivery of Notice of Termination.

This License Agreement shall automatically terminate upon the termination of all Workforce Contracts between Dakota County and Occupant.

5. RENT:

As rent for the above-described premises, and in consideration of all the covenants, representations and conditions of this License Agreement and according to its terms thereof, OCCUPANT agrees to pay to COUNTY rent at the following rates:

- 5.1. For the period January 1, 2023, through December 31, 2023, the sum of Seventy-Four Thousand One Hundred Twenty and 39/100 Dollars (\$74,120.39), payable in monthly installments of Six Thousand Eighty-Five and 42/100 Dollars (\$6,085.42). Amount equals \$23.12/square foot annually.
- 5.2. For the period January 1, 2024, through December 31, 2024, the sum of Seventy-Five Thousand Two Hundred Thirty-Two and 20/100 Dollars (\$75,232.20), payable in monthly installments of Six Thousand Two Hundred Sixty-Nine and 35/100 Dollars (\$6,269.35). Amount equals \$23.82/square foot annually.
- 5.3. For the period January 1, 2025, through December 31, 2025, the sum of Seventy-Six Thousand Three Hundred Sixty and 68/100 Dollars (\$76,360.68), payable in monthly installments of Six Thousand Three Hundred Sixty-Three and 39/100 Dollars (\$6,363.39). Amount equals \$24.17/square foot annually.
- 5.4. For the period January 1, 2026, through December 31, 2026, the sum of Seventy-Seven Thousand Five Hundred Six and 09/100 Dollars (\$77,506.09), payable in monthly installments of Six Thousand Four Hundred Fifty-Eight and 84/100 Dollars (\$6,458.84). Amount equals \$24.54/square foot annually.
- 5.5. For the period January 1, 2027, through December 31, 2027, the sum of Seventy-Eight Thousand Six Hundred Sixty-Eight and 68/100 Dollars (\$78,668.68), payable in monthly installments of Six Thousand Five Hundred Fifty-Five and 72/100 Dollars (\$6,555.72). Amount equals \$24.90/square foot annually.

6. 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 COUNTY in as good condition as when OCCUPANT took possession, ordinary wear and damage by the elements excepted. The premise shall be considered vacated only after all areas including storage areas are clear of OCCUPANT's belongings, and keys and other property furnished for OCCUPANT are returned to COUNTY. Alterations or fixtures attached to the licensed premises shall remain a part thereof and shall not be removed unless COUNTY elects to permit removal.
7. If the premises are destroyed or damaged by fire, tornado, flood, civil disorder, or any cause whatsoever, so that the premises become untenable, the rent shall be abated from the time of such damage and the OCCUPANT shall have the option of terminating this License Agreement immediately or allowing the COUNTY such amount of time as the OCCUPANT deems reasonable to restore the damaged premises to tenantable condition.
8. COUNTY shall be responsible for all assessments upon the licensed premises.
9. DUTIES OF THE COUNTY:
 - 9.1 COUNTY shall provide adequate electrical outlets upon the licensed premises for normal office use.
 - 9.2 COUNTY shall provide the licensed premises with access to restroom facilities for both men and women. Such facilities shall be located with the building common areas accessible to the licensed space.
 - 9.3 Heating: COUNTY shall provide the licensed premises with heating facilities of a design capacity sufficient to maintain the licensed premises at a comfortable temperature under all but the most extreme weather conditions. Provided, however, that in the interest of energy conservation, and in keeping with the temperature standards established for state-owned buildings, the temperature should be maintained, wherever practicable, no higher than 65 degrees Fahrenheit in the coldest occupied area within the licensed premises.
 - 9.4 Cooling: COUNTY shall provide air-conditioning capable of cooling the licensed premises to a temperature of 15 degrees Fahrenheit cooler than the prevailing outside air temperature. In the interest of energy conservation, and in keeping with the temperature standards established for state-owned buildings, the temperature should be maintained, wherever practicable, no lower than 78 degrees Fahrenheit in the warmest occupied area within the licensed premises.
 - 9.5 In the event any kind of energy conservation measures are enacted by State or Federal authority, it is hereby agreed that the COUNTY shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water and all the sources of energy required to provide said services.
 - 9.6 COUNTY shall provide the premises with overhead lighting to provide sufficient foot candle power at desk level.

- 9.7 COUNTY shall provide, at its own expense, sufficient light, heat, and maintenance to the rental area and public access to the premises, including stairways, elevators, lobbies and hallways, so that such areas shall be safe and reasonably comfortable.
- 9.8 COUNTY 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.
- 9.9 COUNTY shall provide the premises with a means or system of waste or trash disposal.
- 9.10 COUNTY shall make the licensed space available for use during the work week with the exception of recognized County holidays when the premises is closed for business.

10. DUTIES OF THE OCCUPANT:

- 10.1 OCCUPANT shall allow access to the premises by COUNTY or its authorized representatives at any reasonable time during the life of this License Agreement for any purpose within the scope of this License Agreement.
- 10.2 OCCUPANT shall not use the premises at any time for any purpose forbidden by law.
- 10.3 OCCUPANT shall not assign, sublet, or otherwise transfer OCCUPANT'S interest in this License Agreement without the prior written consent of COUNTY.
- 10.4 OCCUPANT shall follow all building and space access requirements as outlined by COUNTY as they relate to data privacy procedures and practices within and adjacent to assigned licensed premises.

11. INSURANCE:

- 11.1 Property Damage. It shall be the duty of COUNTY and 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, COUNTY and OCCUPANT hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, 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. COUNTY and 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 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. COUNTY'S liability shall be governed by the provisions of Minnesota Statutes, Section 466.04, and other applicable law. 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 Minn. Stat. Ch.466.

11.3 Workers' Compensation. COUNTY and OCCUPANT shall be responsible for injuries to or death of its own employees and shall maintain workers' compensation coverage or self-insurance coverage for its own personnel.

12. MAINTENANCE AND REPAIRS:

12.1 It shall be the duty of the COUNTY to maintain at its own expense, in working condition, all appurtenances within the scope of this License Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

12.2 COUNTY shall, at its own expense, make such necessary repairs, so as to continue to provide all such service appurtenances as are required by this License Agreement, provided, however, that 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 OCCUPANT beyond normal wear and tear.

13. JANITORIAL SERVICE: COUNTY shall provide janitorial services and supplies for cleaning of the licensed space, trash removal, and replacement of fluorescent bulbs, starters and ballasts, as needed.

14. UTILITIES: COUNTY shall bear the cost of heat, electricity, air conditioning, sewer and water services.

15. The COUNTY 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.

16. OCCUPANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air-conditioning or any other utility or service, whether such is furnished by COUNTY, or obtained and paid for by OCCUPANT.

17. The COUNTY agrees to provide and maintain the licensed premises with accessibility and facilities meeting code requirement for handicapped persons on the main and lower levels whenever possible.

18. EXPANSION SPACE:

In the event OCCUPANT licenses any additional space elsewhere in the building, the rent for said space shall be calculated at the finished office space rate per square foot per year that is in effect under this License Agreement at that time as provided in Section 1 of this License Agreement. COUNTY shall provide improvements to the expansion space comparable to the improvements provided to the space licensed under this License Agreement. An Amendment

shall be executed setting forth the amount of such expansion space, the effective date of OCCUPANT'S right of occupancy, and the amount of additional rent that shall be due and payable to COUNTY.

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. OCCUPANT shall have the right to remove the above equipment or fixtures at the expiration or termination of this License Agreement or any extension thereof, even though said equipment or fixtures are attached to the licensed premises, provided that floor and wall surfaces are reasonably restored.

20. TELECOMMUNICATIONS:

COUNTY shall provide, at its expense, the following telecommunications requirements:

- a. Establish and identify the location of the minimum point of presence (MPOP) for dial tone service provided by the telephone company;
- b. Provide a telecommunications equipment area on the floor(s) of which the licensed premises is a part, including a minimum of one (1) separately fused dedication quad electric outlet;
- c. Provide all required cable from the MPOP to the telecommunications panel on the floor of which the licensed premises is a part for present and future requirements;
- d. Provide access for wiring from the telecommunications equipment area on each floor to each workstation location on the floor; and
- e. Identify the access to the building grounding electrode.

21. COUNTY shall provide OCCUPANT with fifteen (15) phone sets (both connections and phones) at a cost of \$25.00 per phone set per month. Occupant shall pay monthly phone invoice with regular rent invoices. Number of phones is subject to change throughout the license term relative to space occupied and rented.

22. LIAISON/NOTIFICATION:

22.1 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 OCCUPANT and by 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: Julie Kizlik
COUNTY Liaison: Michael Lexvold

Phone Number: 612-752-8630
Phone Number: 651-438-8180

22.2 Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract:

To OCCUPANT:

Kelly Matter
President and CEO
Avivo (formerly RESOURCE)
1900 Chicago Ave. South
Minneapolis, MN 55404

To COUNTY:

W. Taud Hoopingarner
Parks, Facilities & Fleet Director
Dakota County Administration Center
1590 Highway 55
Hastings, MN 55033

A copy of any notification sent pursuant to this License Agreement shall be provided to the occupant of the licensed premises.

In addition, notification to the County regarding breach or termination shall be provided to the office of the County Attorney, 1560 Highway 55, Hastings, Minnesota 55033.

23. **USABLE SPACE MEASUREMENTS:**

It is understood by COUNTY and OCCUPANT that the rent schedule is based upon the number of usable square feet of space occupied by OCCUPANT. Usable square feet for purposes of the License Agreement and calculating rent shall be computed by measuring the inside finished surface of exterior walls to the inside finished surface of building corridor and other permanent walls or to the center of walls separating the licensed premises from other tenant space. If more than 50% of an exterior wall is glass, the dimension is taken from the glass line. Vertical shafts, elevators, stairwells, dock areas, mechanical rooms, and utility and janitor rooms are excluded. Restrooms, corridors, lobbies and receiving areas which are accessible to the general public or used in common with other tenants are also excluded. No deductions are made for columns, pilasters or other projections to the building if each is less than four (4) square feet.

24. **INTEGRATION:**

This license is the final expression of the agreement of the parties 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 this License

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: AVIVO

COUNTY: COUNTY OF DAKOTA

(I REPRESENT AND WARRANT THAT I AM AUTHORIZED BY LAW TO EXECUTE THIS CONTRACT AND LEGALLY BIND OCCUPANT)

By _____
W. Taud Hoopingarner
Operations Management Director

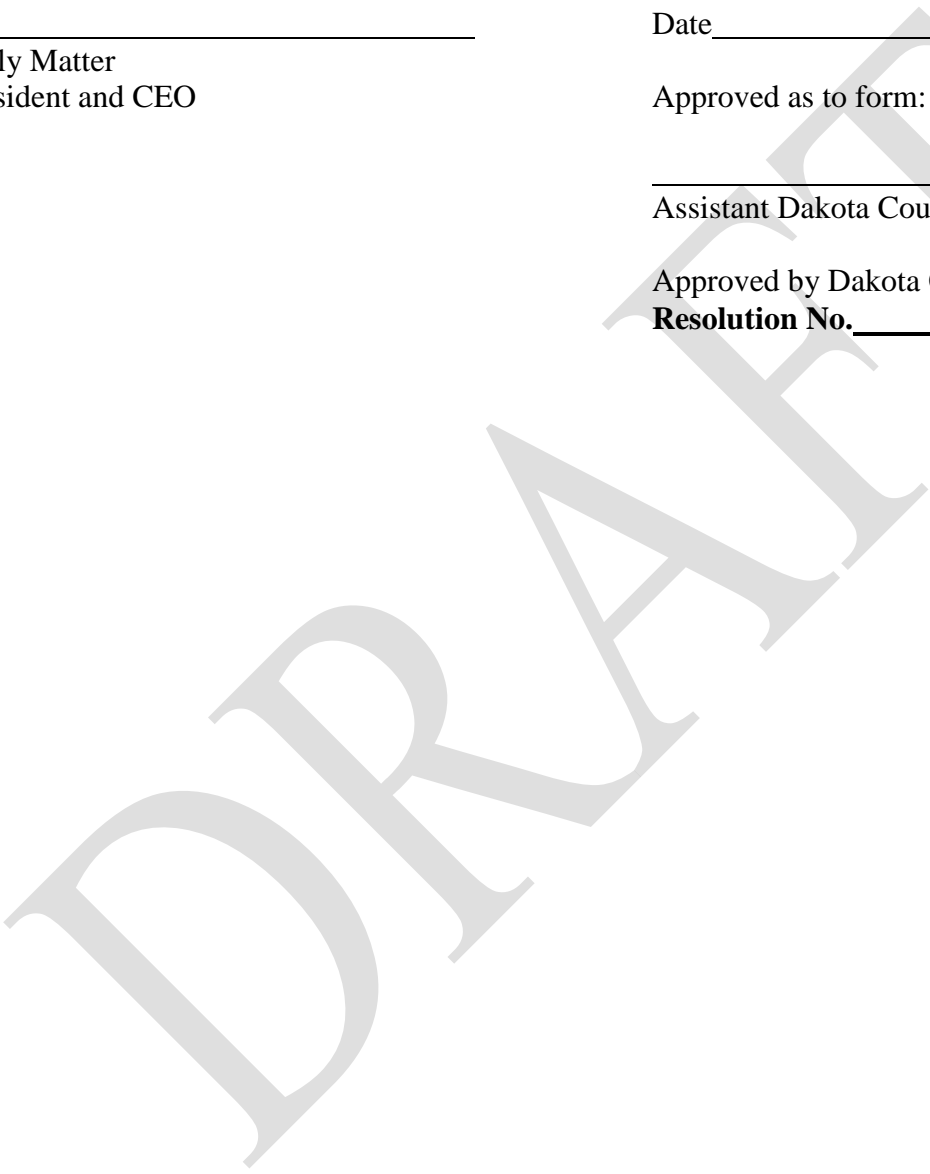
By _____
Kelly Matter
President and CEO

Date _____

Approved as to form:

Assistant Dakota County Attorney/Date

Approved by Dakota County Board
Resolution No. _____



Attachment 1

