

Keystone Community Services

2000 Saint Anthony Avenue
Saint Paul, MN 55104

LEASE AGREEMENT

This Lease Agreement entered into by and between the Keystone Community Services, hereinafter referred to as the "Administrator" and Saint Paul Public Libraries, City of Saint Paul, hereinafter referred to as the "Renter."

WITNESSETH:

That said Administrator, in consideration of the covenants contained in this agreement, and for other good and valuable considerations, the receipt and sufficiency where of are hereby acknowledged, and hereby agrees with the Renter, as follows:

(1) The Administrator hereby leases to the Renter, for a period of five (5) years from January 1, 2023 through December 31, 2027, space in the West Seventh Community Center ("Center") located at 265 Oneida Street in the City of Saint Paul, State of Minnesota, containing 1,371 square feet, hereinafter referred to as the "Premises,". The Renter will lease the Premises for a sum of:

- \$20,201.39 payable in equal installments of \$1,683.45 due on or before the first of each month, commencing January 1, 2023 through December 31, 2023.
- \$20,807.43 payable in equal installments of \$1,733.95 due on or before the first of each month, commencing January 1, 2024 through December 31, 2024.
- \$21,431.66 payable in equal installments of \$1,785.97 due on or before the first of each month, commencing January 1, 2025 through December 31, 2025.
- \$22,074.61 payable in equal installments of \$1,839.55, due on or before the first of each month, commencing January 1, 2026 through December 31, 2026.
- \$22,736.85 payable in equal installments of \$1,894.74 due on or before the first of each month, commencing January 1, 2027 through December 31, 2027.

(2) The Administrator shall provide basic maintenance and upkeep of the Premises to include:

- Vacuuming,
- Trash removal and recycling
- Utilities (Except telephone and internet service)
- Exterior window cleaning (Spring and Fall)
- Carpet extraction cleaning (Spring and Fall)
- Re-lamp and recycle lights in ceiling fixtures, as needed

(3) The Administrator grants to the Renter the use of meeting spaces in the Center designated for common use, such use to be scheduled and approved at the front reception desk. The renter agrees to use the Premises for the following purpose(s):

OPERATION OF PUBLIC LIBRARY BRANCH

The Renter operation is subject to written and posted policy which may from time to times be established by Administrator.

(4) The Renter shall provide all furnishings and equipment necessary to operate its services.

(5) The Renter agrees to maintain the cleanliness, general aesthetics, safety and security of the Premises including care of furniture and fixtures, equipment and interior windows.

(6) The Renter shall provide, maintain, repair/replace, at its own expense, telephone and internet services, NVR & CCTV security cameras, exterior metal book drop, furniture, furnishings and equipment, window treatments, blinds, and carpets.

(7) The Renter shall not incur any further or add additional expense with respect to the Premises unless specifically authorized by the Administrator in writing.

(8) Renter agrees that its staff will cooperate with the Administrator and other tenants and personnel of the Center to the end that an integrated program will emanate from the Center.

(9) The Renter has requested the Center be staffed outside of posted business hours of the Administrator.. The Renter requires reception desk staffing and maintenance support at times that are outside of posted business hours of the Administrator and/or scheduled holidays, the Administrator will provide additional on-site reception desk staffing and facilities/maintenance support, two times per week from 6:30 PM to 8:15 PM totaling 3.5 hours a week at the hourly rate of \$21.66 for receptionist and \$22.92 facilities/maintenance.

Receptionist	3.5 hours X 52 Weeks = 182 hours X \$21.66 = \$3,942.12 a year
Facilities/maintenance	3.5 hours X 52 Weeks = 182 hours X \$22.92 = <u>\$4,171.44 a year</u>
	2023 Total \$8,113.56 a year

Holiday Hour billing rates when Keystone is not providing on site services and Library services are offered.

Receptions	\$ 32.49 per hour
Facilities/Maintenance	\$ 34.38 per hour

Holiday hours and billing rates can be mutually agreed upon annually, no later than 60 days in advance of the new calendar year. Additional cost billing rates are not to exceed 5% increase of the previous year's rate. If there are additional library programming needs, they can be requested and billed separately for additional staff time outside of the lease.

(10) Renter agrees to furnish the Administrator with such statistics and non-confidential information as Administrator may require for determining the use being made by the Renter of the Center and the effectiveness of programs emanating from the Center.

(11) The Renter agrees to keep the Premises in an orderly and sanitary condition; shall not permit to be done therein, anything in a manner constituting a nuisance of any kind (nuisance shall mean a substantial unreasonable interference with another person's use or enjoyment of the Center); shall not permit to be done therein, anything in violation of the laws, regulations, or ordinances of any governmental body applicable thereto, and shall not make any structural alterations, additions, changes or improvements therein without the prior consent of the Administrator. Administrator shall make all necessary repairs. Repairs or damages caused by the negligence of Renter and/or their Patrons will be charged to the Renter.

(12) The Renter agrees not to post in the Center any obscene, illegal or offensive materials.

(13) The Renter shall not assign this agreement and shall not sublet the Premises or any part thereof, except as agreed to in writing by Administrator.

(14) Administrator and Renter shall release each other from all liability or responsibility to the other or anyone claiming through each by subrogation or otherwise for any loss or damage to the property caused by fire or any of the extended coverages, even if such fire or other event has been caused by the fault or negligence of the other party, its directors, employees or agents.

(15) FORCE MAJEURE. Neither party shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, other natural catastrophes, (national) strikes and other labor unrest, power failures, electrical power surges or fluctuations, riots, terrorism, war, pandemic, nuclear or other civil military emergencies, or acts of the legislature, judiciary, or executive.

(16) The Renter agrees that Administrator may, at all reasonable times, enter the leased Premises to inspect the same or to make repairs therein

(17) This Agreement shall be terminated, at the election of Administrator, upon the default of Renter. Each of the following events shall constitute a default or breach of this Agreement by Renter: (1) if Renter shall fail to pay Administrator any rent when rent shall become due and shall not make necessary arrangements for delayed payment with just cause; (2) if Renter shall fail to perform or comply with any of the conditions of this Agreement, and if the non-performance shall continue for period of three (3) working days after notice thereof by Administrator to Renter, or if the performance cannot be had within the three day period, Renter shall not in good faith have commenced performance within the three day period and shall not diligently proceed to completion of performance; and (3) if Renter shall vacate or abandon the Premises.

(18) This Agreement shall be terminated, at the election of Administrator, upon the default of Renter. Each of the following events shall constitute a default or breach of this Agreement by Renter: (1) if Renter shall fail to pay Administrator any rent when rent shall become due and shall not make necessary arrangements for delayed payment with just cause; (2) if Renter shall fail to perform or comply with any of the conditions of this Agreement, and if the non-performance shall continue for period of three (3) working days after notice thereof by Administrator to Renter, or if the performance cannot be had within the three day period, Renter shall not in good faith have commenced performance within the three day period and shall not diligently proceed to completion of performance; and (3) if Renter shall vacate or abandon the Premises.

(19) The Renter shall give Administrator notice of its desire to occupy the Premises for an additional term sixty (60) days prior to expiration of the term of the existing Agreement.

(20) This agreement may be terminated by the Renter and Administrator only upon sixty (60) days written notice.

(21) Changes in the terms of the agreement may be made only by written amendment signed by both parties.

(22) The West Seventh Community Center is a smoke-free facility. Renter agrees to abide by this policy.

(23) The Renter agrees to abide by the Non-Violence and Non-Harassment Policies of Keystone Community Services.

(24) COUNTERPARTS. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

(25) ELECTRONIC SIGNATURES. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

(25) Leased space, additional hours & holiday hours / yearly & monthly total amounts from section 1 and 9.

	3% Increase		5% Increase		Yearly Total	Monthly
	Leased Space	+	Additional Hours	=		
2023	\$20,201.39	+	\$8,113.56	=	Total = \$28314.95 /12 =	\$2359.58
2024	\$20,807.43	+	\$8,519.24	=	Total = \$ 29326.67/12 =	\$2443.89
2025	\$21,431.66	+	\$8,945.20	=	Total = \$ 30376.86 /12 =	\$2531.41
2026	\$22,074.61	+	\$9,392.46	=	Total = \$ 31467.07/12=	\$2622.26
2027	\$22,736.85	+	\$9,862.09	=	Total = \$ 32598.94/12 =	\$2716.58

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this Agreement first above written.

Renter: City of Saint Paul

Mayor

City Clerk

Director, Office of Financial Services

Saint Paul Public Libraries

Approved as to Form:

Assistant City Attorney

Administrator: Keystone Community Services

Marys. McKeown 1/13/2023

Mary McKeown, President/CEO