

STATE OF MINNESOTA

PARKING LICENSE

No. LI-370

THIS License is made by and between the State of Minnesota, Department of Administration, acting for the benefit of the Department of Human Services, hereinafter referred to as LICENSOR, and the St. Paul Police Department, hereinafter referred to as LICENSEE.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 5, to rent out non state-owned property;

WHEREAS, the Department of Human Services pursuant to Lease No. 11955-S leased a parcel of land described as the Tenth and Pine Street parking lot in St. Paul where there are one hundred thirty one (131) parking spaces, in which twenty (20) parking spaces are temporarily surplus to its needs;

WHEREAS, LICENSEE has a temporary need for said twenty (20) parking stalls;

NOW, THEREFORE, LICENSOR and LICENSEE, in consideration of the fees, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. **PREMISES** LICENSOR grants and LICENSEE accepts the use of the following described Premises located in the City of St. Paul, County of Ramsey, Minnesota 55404:  
  
twenty (20) non-designated parking spaces located on the parcel of land known as Tenth and Pine Street parking lot.
2. **USE** LICENSEE shall use the Premises for parking, during the business day, Monday through Friday from 6:00 a.m. until 6:00 p.m.
3. **TERM** The term of this License is six (6) months, commencing July 1, 2017 and continuing through December 31, 2017.
4. **PARKING FEE**
  - 4.1 LICENSEE agrees to pay LICENSOR the sum of six thousand eight hundred thirty six and 40/100 dollars (\$6,836.40) for the term of the License, payable in equal monthly payments of one thousand one hundred thirty nine and 40/100 dollars (\$1,139.40) based on a rate per stall of \$56.97.

- 4.2 LICENSEE agrees to pay this sum, with no monthly invoicing, on the first day of each month by check or money order made payable to the Department of Human Services and mailed or delivered to:

Leasing Analyst  
Department of Human Services  
444 Lafayette Rd  
PO Box 64990  
St Paul MN 55164-0990

5. **LEASE TERMINATION** This License may be terminated by either party for any reason at any time upon giving thirty (30) days prior written notice of such termination to the other party.

6. **DUTIES OF LICENSEE**

- 6.1 LICENSEE agrees to maintain the Premises in a reasonably clean and sanitary condition, free of trash and litter.
- 6.2 LICENSEE hereby assumes all responsibility for security against theft, vandalism or accidental loss of any kind whatsoever.
- 6.3 LICENSEE shall comply with all applicable municipal, county and state laws, ordinances and regulations, and shall obtain and pay for all licenses and permits (and special use permits, if applicable) as may be required by its use of the Premises.
- 6.4 LICENSEE agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, sex or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility including any and all services, privileges and activities provided therein.
- 6.5 LICENSEE shall use reasonable care in the occupation and use of the Premises. Upon expiration or termination of this License, LICENSEE shall vacate the Premises, remove its personal property therefrom and forthwith yield and place LICENSOR in peaceful possession of the Premises, free and clear of any liens, claims or encumbrances and in as good condition as the Premises existed at the commencement of this License, ordinary wear and tear and damage from the elements excepted.
- 6.6 LICENSEE agrees not to use the Premises in any way which, in the judgment of LICENSOR, poses a hazard to building occupants, the Premises or the building, in part or whole, nor shall LICENSEE use the Premises so as to cause damage, annoyance, nuisance or inconvenience to building occupants or others.

7. **ACCEPTANCE AND POSSESSION**

- 7.1 LICENSEE has inspected and knows the condition of the Premises and agrees to accept same in its "as is" condition. It is further understood that the Premises are hereby leased to LICENSEE without obligation of any kind on the part of LICENSOR to make any additions, improvements or alterations thereto. LICENSOR makes no representations concerning building code and fire code compliance.
- 7.2 LICENSOR disclaims and excludes any implied warranties as to the utility, fitness or adequacy of the Premises for the uses contemplated in this License, and LICENSEE acknowledges there are no warranties except those expressly stated herein.

8. **ALTERATIONS** No alterations or changes shall be made to the Premises by LICENSEE without first obtaining LICENSOR'S written approval.

9. **ASSIGNMENT AND SUBLETTING**

- 9.1 LICENSEE shall not assign nor in any manner transfer this License or any interest therein, nor sublet said Premises or any parts thereof.
- 9.2 LICENSOR and LICENSEE hereby agree that LICENSEE will be entering into individual parking agreements with LICENSEE'S employees for the use of the parking stalls.

10. **LICENSOR'S ACCESS** LICENSOR, acting through its designated agent, employees or officials shall have the right to enter and inspect the Premises at all reasonable times.

11. **LIABILITY INSURANCE**

- 11.1 LICENSEE agrees to acquire and maintain, at its sole expense, during the term of this License and any extension thereof, commercial general liability insurance (or comparable coverage under a program of self-insurance), as follows:
- a. **Minimum Liability Limits:**
    - (i) \$500,000 per claimant.
    - (ii) \$1,000,000 per occurrence
  - b. **Umbrella of Excess Liability Policy** An Umbrella or Excess Liability insurance policy may be used to supplement the LESSEE'S policy limits to satisfy the full policy limits required by the License.
  - c. **Coverages:**
    - (i) Bodily injury.

- (ii) Property damage.
- (iii) Personal injury.
- (iv) Blanket contractual.
- (v) Fire legal.

11.2 Other Commercial General Liability Insurance:

- a. Name the State of Minnesota (address: Real Estate and Construction Services, Department of Administration/Department of Human Services, 50 Sherburne Ave # 309, St Paul MN 55155) as additional insured.
  - b. If LICENSEE receives a cancellation notice from an insurance carrier affording coverage herein, LICENSEE agrees to notify the LICENSOR within five (5) business days with a copy of the cancellation notice, unless LICENSEE'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the LICENSOR.
  - c. LICENSEE shall provide LICENSOR with a certificate of insurance or a statement of self-insurance that proves the required coverage is in force and that includes a reference to the address of the Premises.
12. **LICENSOR TO BE HELD HARMLESS** LICENSOR shall not be liable for any suits, actions or claims of any character for injury, death, or property damage made by or on behalf of any person or persons, firm or corporation arising out of the conduct, management or use of the Premises by LICENSEE or arising out of any work or thing whatsoever done in or about the premises or structures or equipment therein when such has been authorized by LICENSEE, except as such injury, death or property damage is attributable to LICENSOR'S negligence as determined by a court of law. LICENSEE shall indemnify LICENSOR and hold it harmless from any and all such suits, actions or claims.
13. **PERSONAL PROPERTY RISK** All personal property in or about the Premises belonging to or placed therein by LICENSEE or its occupants or visitors shall be there at the sole risk of LICENSEE or such other person only, and LICENSOR shall not be liable for theft or misappropriation thereof, nor for any loss or damage arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Premises including destruction by fire.
14. **HOLDING OVER** In the event LICENSEE remains in possession of the Premises herein after the expiration of this License and without the execution of a new license, it shall be deemed occupying said Premises as a tenant, subject to all the conditions, provisions and

obligations of this License insofar as the same can be applicable to a month-to-month tenancy.

15. **DEFAULT** If LICENSEE defaults in any of its promises or covenants hereunder and fails to cure the same within thirty (30) days after receipt of written notice of default from LICENSOR, LICENSOR may, upon fifteen (15) days written notice to LICENSEE, terminate this License. In such event, LICENSOR shall have the right without further notice to re-enter the Premises and remove all persons and LICENSEE'S property from the Premises without being guilty of any manner of trespass or working a forfeiture of the fees payable under the License. LICENSOR may re-let the premises; however, LICENSEE shall remain liable for any deficiency.
16. **WAIVER OF COVENANTS** The failure of LICENSOR to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this License shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but LICENSEE'S obligation with respect to such future performance shall continue in full force and effect.
17. LICENSEE agrees to observe reasonable precautions to prevent waste of electricity, water and other utility or service, whether such is furnished by LICENSOR or obtained and paid for by LICENSEE.
18. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LICENSEE relevant to this License shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
19. **NOTICES** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail, certified return receipt, and addressed to the other party at the address set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph. The addresses of the parties to this License are as follows:

LICENSOR:

Real Estate and Construction Services  
Department of Administration  
50 Sherburne Ave # 309  
St Paul MN 55155

LICENSEE:

St Paul Police Department  
367 Grove St  
St Paul MN 55101  
Attn Mike Whisler

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**NO ATTACHMENTS**

IN TESTIMONY WHEREOF, the parties have set their hands on the date(s) appearing beneath their signatures.

**LICENSEE:**  
**ST PAUL POLICE DEPARTMENT**  
*Licensee certifies that the appropriate person(s) have executed the License on behalf of Licensee as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_  
Assistant Chief of Police

Date \_\_\_\_\_

By \_\_\_\_\_  
Director of the Office of Financial Services

Date \_\_\_\_\_

By \_\_\_\_\_  
Assistant City Attorney

Date \_\_\_\_\_

**LICENSOR:**  
**STATE OF MINNESOTA**  
**DEPARTMENT OF ADMINISTRATION**  
**COMMISSIONER**

By \_\_\_\_\_  
Real Estate and Construction Services

Date \_\_\_\_\_

**APPROVED:**  
**STATE OF MINNESOTA**  
**DEPARTMENT OF HUMAN SERVICES**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_