

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF SAINT PAUL
AND BOYS & GIRLS CLUBS OF THE TWIN CITIES

This FIRST AMENDMENT to the September 1, 2011 Agreement between the City of Saint Paul, a municipal corporation and political subdivision of the State of Minnesota (hereinafter called the "Lessor") and Boys & Girls Club of the Twin Cities, a nonprofit corporation organizing and existing under the laws of the State of Minnesota (hereinafter called the "Lessee") is entered into this _____ day of March 2020.

WHEREAS Lessor and Lessee entered into an Agreement "Lease Agreement Between the City of Saint Paul and Boys & Girls Clubs of the Twin Cities" on September 1, 2011 for the lease of the Franklin Magnet School located at 690 Jackson Street Saint Paul, Minnesota (hereinafter the "Buildings" or "Premises") from Lessor to Lessee for thirty (30) years beginning on September 15, 2011; and

WHEREAS the agreement requires the Lessor to make certain Payments by Lessor to Lessee of providing two part-time on-site staff and paying \$35,000 to reimburse Lessee for operations and maintenance; and

WHEREAS, Lessor wishes to amend the Agreement in order to provide funding for the two part-time on-site staff persons required by the original lease instead of providing the persons, because of difficulty managing city staff at the site that has no other city staff present, and to keep costs consistent;

Now, therefore, Lessor and Lessee agree to amend as follows:

1. Section 30 shall now read as follows: **Payments by Lessor.** Lessor shall provide funding for two part-time on-site staff persons at the Premises, Part Time is defined as 20 hours per week. The funding of these staff will be at the current minimum wage. These two staff persons will be managed by the Lessee.

Lessor shall reimburse the Lessee in an amount of \$35,000 per year towards operation and maintenance expenses paid by Lessee for the Premises. Lessor retains the right to determine if this staffing and operations and maintenance reimbursement is no longer necessary or feasible.

Notwithstanding the forgoing, the Lessor shall give Lessee a minimum of twelve (12) months prior written notice before discontinuing the reimbursement for staffing and paying Lessee the \$35,000 per year operations and maintenance reimbursement allowance.

2. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

BOYS AND GIRLS CLUBS
OF THE TWIN CITIES



President & CEO

CITY OF SAINT PAUL

Director of Parks and Recreation

Director of Financial Services

City Clerk

Approved as to form:

Assistant City Attorney