

Exhibit A

Revised

Authority (C.F. or A.O.)

LEASE NO. _____ PW/51 (RENEWAL)

DATE: _____

LESSOR: _____ **CITY OF SAINT PAUL**

Office of Financial Services – Real Estate Section

25 West Fourth Street, Rm. 1000, Saint Paul, Minnesota, 55102

LESSEE: **The Saint Paul & Ramsey County Domestic Abuse**

Intervention Project

394 Dayton Avenue, Saint Paul, Minnesota, 55102



**CITY OF SAINT PAUL
LEASE
AGREEMENT**

1) **Leased Premises.** For purposes of this lease, the term “Land” means the tract of land in the City of Saint Paul, County of Ramsey, State of Minnesota that is commonly referred to as 15 West Kellogg Boulevard; the term “Building” means all buildings, improvements and structures located on the Land and all fixtures within the Building other than tenant trade fixtures; the term “Property” means the Land and the Building; and the term “Leased Premises” means the area within the Building depicted on the attached Exhibit A. In consideration of LESSEE’S payment of the Rent hereinafter specified and the covenants and agreements herein contained, LESSOR does hereby lease, demise and let the Leased Premises unto LESSEE. In addition, LESSEE and LESSEE’s employees, clients, guests and invitees shall have the right to use the common areas of the Building for access to and from the Leased Premises and shall have the right to use the common bathroom facilities located on the floor of the Building on which the Leased Premises are located.

2) **Term of Lease.** This lease shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by LESSOR as provided herein.

Term (Months/Years)	Commencing Date	Ending Date
<u>10 years</u>	<u>May 1, 2018</u>	<u>April 30, 2028</u>

3) **Use of Leased Premises.** LESSEE shall use and occupy the Leased Premises for the following and related purposes:

To operate a center to provide services to victims of domestic violence
and for no other purpose without the prior written consent of LESSOR.

- 4) **Rent.** LESSEE will pay to LESSOR, in a single installment contemporaneously with LESSEE’S execution of this lease, the rent for the full term in the amount of \$10.00 (the “Rent”), as indicated in the Payment Schedule below:

Total Basic Rent During Lease Term	Payment Schedule		
	(Payment Period	Commencing Date	\$ per Period)
\$1.00/year and other valuable consideration	One-time, up-front	May 1, 2018	\$10.00

LESSEE shall pay Rent to LESSOR at the following address:

Office of Financial Services – Real Estate Section - 25 W. 4th St., Rm 1000, Saint Paul,
MN, 55102

The applicable account number for City Finance Accounting Code is:
to be determined by LESSOR

- 5) **Taxes.** Except as set forth in this Section 5, LESSOR shall be responsible for and pay all real estate taxes and special assessments due and payable with respect to the Property during the term of this Lease. LESSEE represents to LESSOR that, to the best of LESSEE’S actual knowledge based on LESSEE’S conversations with the Ramsey County Assessor’s Office, LESSEE’s intended use of the Leased Premises will satisfy the requirements for real estate tax exemption under Minnesota Statutes Section 272.02. If LESSOR makes timely and appropriate application to the Ramsey County Assessor’s Office to have the property classified as exempt from real estate taxes pursuant to Minnesota Statutes Chapter 272.02, and the Ramsey County Assessor’s office denies LESSOR’s request for full tax exemption based on LESSEE’s use of the Leased Premises: (i) LESSEE will pay to LESSOR, not less than 30 days prior to the due date of each semi-annual tax payment, an amount equal to the portion of the real estate tax payment next due and payable with respect to the Property that is attributable to LESSEE’s non-exempt of the Leased Premises; (ii) LESSEE may, at LESSEE’s sole cost and expense, contest the Ramsey County Assessor’s determination that LESSEE’s use does not qualify for tax exemption under Minnesota Statutes, 272.02 and LESSOR will cooperate with LESSEE in that regard provided that LESSOR is not obligated to incur any cost or liability; and (iii) LESSEE may, at LESSEE’s option, elect to terminate this lease.
- 6) **Right of Entry.** At all times during the term of this Lease, LESSOR shall have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate

purpose.

7) **Insurance.**

- a) **LESSOR'S Insurance.** LESSOR shall acquire and keep in effect during the term of this agreement fire and all risk insurance on the Property for the full replacement value of the Property. LESSEE shall be responsible for insurance of its own tenant trade fixtures and personal property.
- b) **LESSEE'S Insurance.** LESSEE shall acquire and keep in effect during the term of this Lease the following coverage:
 - i) Self-insurance of, or the acquisition of CASUALTY INSURANCE on LESSEE'S tenant trade fixtures and personal property.
 - ii) COMMERCIAL GENERAL LIABILITY INSURANCE including blanket contractual liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,500,000 per occurrence, \$3,000,000 aggregate, shall be purchased by the LESSEE. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to LESSOR'S insurance or self-insurance; (c) include an "all services, products or completed operations" endorsement, (d) not exclude explosion, collapse and underground property damage; and (e) be written on an "Occurrence Form" policy basis.
 - iii) WORKERS' COMPENSATION INSURANCE, to the extent required by law, with not less than statutory minimum limits.
 - iv) EMPLOYERS' LIABILITY INSURANCE, to the extent required by law, with minimum limits of at least \$500,000 per accident, \$500,000 per employee and \$500,000 per disease, and with an all states endorsement.
 - v) LESSEE shall supply to LESSOR current insurance certificates for policies required in Paragraph (7). The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.
 - vi) The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of LESSEE to purchase and maintain additional insurance that may be necessary in relation to this Lease.
 - vii) Nothing in this contract shall constitute a waiver by the LESSOR of any statutory limits or exceptions on liability.
 - viii) LESSEE shall place the insurance with responsible insurance companies

authorized and licensed to do business in the State of Minnesota and approved by LESSOR, and shall deliver copies of the policies to LESSOR on the date of LESSEE'S execution of this agreement. The policies required in Paragraph (7) shall be endorsed to indicate that the insurer cannot cancel or change the insurance without first giving LESSOR thirty (30) days' written notice.

- ix) Insurance limits shall be subject to the tort claims liability limits as set forth in Chapter 466 of Minnesota Statutes.
- c) Waiver of Subrogation. LESSOR and LESSEE each waive any and all claims they may have against the other party for loss or damage to the Building, the Tenant Improvements or their personal property up to the amount of available proceeds under any policies of insurance they maintain that provide insurance against such loss or damage. The parties shall notify their respective insurance companies, in writing, of the provisions of this paragraph; and, if either cannot waive its rights without adversely affecting its insurance coverage, such party shall immediately notify the other party, in writing.
- 8) **Cancellation or Termination.** This lease shall be subject to cancellation and termination by LESSOR at any time during the term hereof by giving LESSEE notice in writing at ninety (90) days prior to the date when such termination shall become effective. In the event of such termination, and on the effective date of such termination, LESSOR is not obligated to return any unearned rental paid by LESSEE.
- 9) **Notice.** All notices herein provided to be given, or that may be given by either party to the other, shall be deemed to have been fully given when served personally on LESSOR or LESSEE, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to LESSEE at the address stated on Page (1) and to LESSOR at the Office of Financial Services Real Estate Section, 25 W. 4th St., 1000 City Hall Annex, Saint Paul, Minnesota, 55102. The address to which the notice shall be mailed may be changed by written notice given by either party to the other. Nothing herein shall preclude the giving of such address change notice by personal service.
- 10) **Assignment and Subletting.** LESSEE shall not assign or sublet this Lease without the written consent of LESSOR, which consent must be obtained prior to the execution of any agreement to assign or sublease the Leased Premises.
- 11) **Maintenance and Repairs.** LESSEE shall, at its own cost and expense, be responsible for all repairs, maintenance and upkeep of the Leased Premises, including but not limited to emergency repairs of any kind; routine maintenance and repair to keep the Leased Premises in good repair, safe and in compliance with applicable fire, health, building and other life safety codes, including (a) the exterior (including windows and doors) and interior structure of the buildings or structures, (b) the roof or roofs, (c) the heating, ventilating and air conditioning systems therein, (d) all electrical, plumbing, lighting, mechanical systems, fire suppression equipment, i.e. fire sprinkler system; and (e) all

grounds, fences and roads within the Leased Premises. The foregoing obligations shall bind LESSOR and LESSEE regardless of the cause of the damage or condition necessitating the repair or maintenance. LESSOR shall also provide janitorial services to the Leased Premises at a level consistent with the level of janitorial services LESSOR provides to the portions of the Building occupied by the City of Saint Paul.

- 12) **Payments in Case of Default.** LESSEE shall pay LESSOR all costs and expenses, including reasonable attorney's fees in any action brought by LESSOR to recover any rent due and unpaid hereunder, or for the breach or default of any of the covenants or agreements contained in this Lease, or to recover possession of said property, whether such action progresses to judgment or not.
- 13) **Surrender of Premises.** LESSEE, at the expiration of said term, or any sooner termination of this lease, shall quit peacefully and surrender possession of the Leased Premises to LESSOR in as good order and condition as the Leased Premises was delivered to LESSEE, normal wear and tear and casualty loss excepted.
- 14) **Indemnity and Release. INTENTIONALLY OMITTED.**
- 15) **Holdover.** Any holdover after the expiration of the term of this Lease shall be allowed only after receiving the written consent of LESSOR. Said tenancy shall be deemed to be a tenancy only from month-to-month. All other terms and conditions of this lease shall be applicable.
- 16) **Pollution and Contaminants.** LESSEE agrees to comply with all ordinances, laws, rules and regulations enacted by any governmental body or agency relating to the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes. LESSEE shall bear all costs and expenses arising from compliance with said ordinances, laws, rules, or regulations and shall indemnify, defend, save and hold harmless LESSOR from all liability, including without limitation, fines, forfeitures, and penalties arising from the failure by LESSEE to comply with such ordinances, laws, rules or regulations. LESSOR has the right to perform cleanup and charge LESSEE for such costs should LESSEE fail to comply.
- 17) **Controlling Lease.** In the event there is any prior existing lease or rental agreement between LESSEE and LESSOR (or its predecessor in interest) covering the subject property, it is agreed and understood that this lease shall cancel and terminate any prior leases or rental agreements as of the effective date of this lease.
- 18) **Destruction.** In the event of damage to or destruction of the Property that renders the Leased Premises untenable or otherwise unfit for use and occupancy for the use described in Section 3, including but not limited to damage to the Property that unreasonably interferes with access to the Leased Premises, LESSOR or LESSEE may, at either's option, terminate the lease upon fifteen (15) days' written notice to the other party. If neither party terminates the lease, LESSOR must, at LESSOR's sole cost and expense, restore the Property and the Leased Premises within a reasonable time period

following the casualty, but LESSOR is not responsible for restoring LESSEE's tenant trade fixtures or personal property.

19) **Events of Default.** The occurrence of any of the following events during the term of this Lease shall constitute an event of default by LESSEE:

- a) LESSEE's filing of a petition to have LESSEE adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States relating to LESSEE's bankruptcy filing;
- b) a third party's filing of a petition to have LESSEE adjudicated bankrupt and LESSEE's failure to have such petition dismissed within ninety (90) days from the date of such filing;
- c) the assets of LESSEE or of the business conducted by LESSEE on the Leased Premises be assumed by any trustee or other person pursuant to any judicial proceedings;
- d) LESSEE makes any assignment for the benefit of creditors;
- e) the failure by LESSEE to timely pay Rent as required by this Lease;
- f) the failure by LESSEE to observe and perform any covenant, condition or agreement on its part to be observed or performed as required by this Lease;
- g) the failure by LESSEE or its surety to discharge, satisfy or release any lien or lien statement filed or recorded against the Leased Premises within sixty days after the date of such filing or recording, whichever date is earlier; or
- h) the failure by LESSEE to satisfy any of the conditions of Paragraph 7 above.

It is an express covenant and agreement of LESSOR and LESSEE that LESSOR may, at its election, terminate this lease in the event of the occurrence of any of the events described in this paragraph by giving not less than ten days' written notice to LESSEE; and when so terminated, LESSOR may reenter the Leased Premises. This lease and its Leased Premises shall not be treated as an asset of LESSEE'S estate. It is further expressly understood and agreed that LESSOR shall be entitled upon such reentry, notwithstanding any other provision of this Lease, to exercise such rights and remedies as are provided in Paragraph 20 of this Lease.

20) **Default Remedies.** In the event an Event of Default occurs under Paragraph 19 of this Lease, LESSOR may give LESSEE written notice of the occurrence of the Event of Default and if LESSEE does not cure the Event of Default within 30 days of LESSEE's receipt of such notice or, if LESSEE cannot reasonably cure the Event of Default within 30 days of LESSEE's receipt of such notice, LESSEE does not commence the cure of the Event of Default within said 30 day period and thereafter diligently pursue said cure to

completion, LESSOR may terminate this lease, and, if LESSEE does not immediately surrender possession of the Premises to LESSOR following such termination, commence eviction proceeds in Ramsey County Court to recover possession of the Leased Premises from LESSEE.

No remedy herein conferred upon or reserved to LESSOR is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or thereafter existing at law or in equity by statute. No delay or omission to exercise any such right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle LESSOR to exercise any remedy reserved to it in this Provision, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

- 21) **Compliance with Laws.** The Leased Premises may be used for only the purposes stated herein. It is the sole and exclusive responsibility of LESSEE in the use of the Leased Premises to comply with all laws, rules, regulations or ordinances imposed by any jurisdiction affecting the use to which the Leased Premises is proposed to be put. Inability or failure by LESSEE to comply with any of said laws, rules, regulations or ordinances will not relieve LESSEE of the obligation to pay the rental provided herein.
- 22) **Non-Discrimination.** LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that
 - a) no person, on the ground of race, sex, color, creed, religion, age, disability, marital status, familial status, status with respect to public assistance, national origin, sexual or affectional orientation or ancestry shall be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; sexual or affectional orientation;
 - b) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;
 - c) that such discrimination shall not be practiced against the public in its access in and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest and recreation) constructed or operated on the Leased Premises; and
 - d) that LESSEE shall use the premises in compliance with all other requirements imposed pursuant to the Saint Paul Legislative Code Chapter 183.

- 23) **Liens. INTENTIONALLY OMITTED.**
- 24) **Eminent Domain.** In the event the entire Property is taken by eminent domain, or such portion thereof is so taken that in LESSEE'S reasonable judgment it is uneconomic thereafter to restore the Leased Premises and proceed under the terms and provisions of this Lease, LESSEE may terminate this Lease by giving to LESSOR thirty (30) days' written notice of termination, effective as of the date on which the condemning authority acquires legal title or physical possession of the Leased Premises. LESSEE hereby waives and releases any claim to or share in the Award of Compensation for the taking, notwithstanding any other provision of law, this Lease or any other agreement. LESSEE may to the extent otherwise permitted in the eminent domain proceeding, remove its own trade fixtures at its own expense.
- 25) **Utilities.** LESSOR shall provide basic utility services to the Leased Premises, including heat, ventilation and air conditioning; electrical service; telephone equipment and service; and internet connectivity. LESSOR shall provide such basic utility services at no additional cost to LESSEE except that LESSEE shall pay LESSOR for telephone service and LESSEE is responsible for the cost of internet service. For telephone service, LESSOR shall charge LESSEE the same rate the Ramsey County Board of Commissioners establishes and charges LESSOR for use of the County's 266 exchange. LESSOR shall bill LESSEE monthly for telephone service, and, in the event the Lease is terminated LESSEE shall be responsible for phone service to the date of termination. LESSOR is not liable to LESSEE for losses, costs or expenses LESSEE incurs as a result of any interruption in such utility services unless the interruption results from LESSOR's intentional misconduct or negligence.
- 26) **Alterations.** LESSEE will not make any alterations to the Leased Premises without the written consent of LESSOR, such consent not to be unreasonably withheld. If LESSEE desires to make any such alterations, an accurate description shall first be submitted to and approved by LESSOR and such alterations shall be done by LESSEE at its own expense. All such work shall be performed under LESSOR'S supervision and any improvements made to the Leased Premises at LESSEE'S expense shall become the property of LESSOR at the end of the Lease period. LESSEE agrees that all alterations will be done in a workmanlike manner and in conformance with applicable building codes, that the structural integrity and building systems of the building will not be impaired, and that no liens will attach to the premises by reason thereof.
- 27) **Amendments.** Anything herein contained to the contrary notwithstanding, this Lease may be terminated, and/or the provisions of this Lease may be amended, only in writing, and by mutual consent of the parties hereto.

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

LESSOR: City of Saint Paul, a municipal corporation

Mayor

City Clerk

Director – Office of Financial Services

City Attorney
(Form Approval)

LESSEE: Saint Paul & Ramsey County Domestic Abuse Intervention Project, a Minnesota Non-Profit Corporation

By: Shelley J. Cline
Its: Executive Director

Exhibit A

