

LEASE AGREEMENT

This LEASE AGREEMENT by and between **The Saint Paul Public Library Agency**, with administrative offices at 90 West 4th Street, Saint Paul, MN 55104 (hereinafter "Tenant") and Independent School District No. 625 d/b/a Saint Paul Public Schools, with administrative offices at 360 Colborne Street, Saint Paul, Minnesota 55102 (hereinafter "Landlord").

WHEREAS, Sprockets is a collaborative effort among the City of Saint Paul, the Saint Paul Public Schools and community organizations to provide a network of quality after-school and summer programs for youth and teen in Saint Paul; and

WHEREAS, the budget for the City of Saint Paul Sprockets initiatives is within the Saint Paul Public Library Agency's budget; and

WHEREAS, the Saint Paul Public Library Agency wishes to enter into a Lease on behalf of Sprockets for office space;

Now, therefore, the parties agree as follows:

WITNESSETH, THAT

1. **PREMISES:** Landlord, in consideration of the rents and covenants contained in this Agreement, does lease to Tenant, and Tenant does rent from Landlord the rented spaces specified in Section 8 of the following described Premises situated in the County of Ramsey and State of Minnesota, and described as the Baker Center, 209 West Page Street, Saint Paul, MN 55107.
2. **PURPOSE:** Tenant takes the Premises from Landlord for the sole purpose of providing office space for the Sprockets program which is dedicated to providing a network of many different after-school and summer programs in Saint Paul.
3. **TERM:** The term (Term) of this Agreement will be July 1, 2017 through June 30, 2019 unless earlier terminated as provided in Section 7.
4. **EXTENSION.** Tenant may extend the Term of this Agreement for an additional two (2) successive options of one (1) year each, provided Tenant notifies Landlord in writing of its intent to renew the Agreement at least sixty (60) days prior to the expiration of the then current term, and provided Landlord approves such extension in writing. Any such extension shall be the same terms and conditions as specified in this Agreement, except that the rent shall be as set forth in Section 9.
5. **HOLD-OVER TENANCY.** If Tenant remains in possession of the Leased Premises after the expiration of this Agreement and without an agreement to extend the Term or execution of a new Agreement, it shall be deemed to be occupying the Leased Premises as a Tenant on a month-to-month only, upon the same terms and conditions contained in this Agreement, to the extent the same terms are applicable to a month-to-month tenancy, except the rent shall be paid monthly on or before the first day of the month in installments equal to one-twelfth (1/12) of one hundred twenty-five percent (125%) of the annual rent paid by Tenant immediately prior to expiration of this Agreement.
6. **SUBLEASING and ASSIGNMENT:** Tenant shall not sublease or assign this Agreement or the Premises or any portion thereof, including assignment by operation of law.

7. **TERMINATION OF AGREEMENT:** Either party may terminate this Agreement in its entirety with sixty (60) days prior written notice except if the funding for the Sprockets program is reduced or eliminated, the Agreement may be terminated at the end of the month in which notice is given if requested by the Tenant.
8. **RENTED SPACES:** Landlord hereby leases 320 square feet of office space and 108 square feet of storage space (total 428 square) feet to the Tenant for the exclusive use of the Tenant. Shared spaces are included and shared by all occupants of the Premises. Areas are indicated on Exhibit A.

Square Footage	Describe Usage	Space
388	Break/Copy room	Shared
149	Conference Room	Shared
261	Bathrooms	Shared

9. **TELECOMMUNICATIONS:** Landlord shall provide telephone equipment and service for an additional monthly charge of \$30.00 included in the rent payment as specified in section 10.
10. **RENT:** Tenant shall pay to the Landlord monthly rent in the amount of **Six Hundred Twenty Six and 70/100 Dollars (\$626.70)** during the entire term on the first day of each month, in advance, without deduction or setoff of any kind. In the event that the Term is extended, a rent increase agreed to by both parties will be applied. Rent to be made payable and sent to Saint Paul Public Schools, 360 Colborne Street, St. Paul, Minnesota 55102. The Landlord shall charge interest of 1.5% per month on any rent remaining unpaid beyond the due date.
11. **TENANT DEFAULT:** In the event Tenant defaults in making timely payment of monthly rent or in performing any other obligation, upon five (5) days advance written notice by Landlord to Tenant, Landlord may enter the Premises and remove all persons and property from and, at Landlord's option, immediately terminate this Agreement.
12. **BUILDING HOURS:** Normal building hours are 6:00a.m. to 10:00p.m. Monday through Friday. Hours may be modified in the summer months.
13. **ACCESS CARDS and ROOM KEYS:** Landlord will provide the following:
- Two (2) staff persons - non-transferable building security access cards with 24/7 access as well as arming and disarming training on the system.
 - Additional staff persons - access cards with regular building hour access.
 - Keys for all necessary locations.

Landlord requires a staff list for access card issuance. Tenant must contact Landlord for changes in access card holders.

14. **TENANT ACCESS:** Tenant access is granted outside normal building hours, where no custodian will be present, within the following guidelines:
- 15 people maximum.
 - A 24/7 card holding staff member must be present at all times.
 - Gathering is not a "public" event.
 - Front door remains locked.
 - Complete a permit request.

15. **RIGHT OF ENTRY**: At all times during the term of this Agreement, the Landlord shall have the right, by itself, its agents and employees, to enter into and upon the Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.
16. **PUBLIC USE**: Tenant public use is allowed during normal building hours. Public use outside these hours requires a permit.
17. **SERVICES**: Landlord shall provide water, electricity, internet and wi-fi services as part of this Agreement.
18. **JANITORIAL SERVICES**: Landlord shall provide all janitorial services and supplies as part of this Agreement.
19. **CONDITION OF PREMISES**: Tenant acknowledges receipt of the Premises to be in good and sanitary condition and shall return the Premises to like condition at the expiration of this Agreement.
20. **MAINTENANCE AND REPAIRS**: Landlord shall, at its' sole expense, maintain and repair the Premises. Tenant should contact the Building Engineer at 651-744-6861 with any maintenance requests. The Tenant shall, at its sole expense, repair or replace, to Landlord's satisfaction, any damage done to the Premises by Tenant's employees, agents, invitees or visitors, PROVIDED FURTHER, that any repairs or replacements by Tenant shall be previously approved by Landlord in writing.
21. **IMPROVEMENTS**: Tenant shall make no improvements to the Premises.
22. **EMERGENCIES**: For emergencies during normal business hours, contact the Building Engineer 651-744-6861. For emergencies after hours or weekends, contact the Emergency Communication Center (ECC) at 651-744-1191.
23. **QUIET POSSESSION**: Landlord agrees that Tenant, on paying the rent and performing the covenants in this Agreement, shall have quiet possession of the Leased Premises for the entire Term of this Agreement.
24. **INDEMNITY**: Each party shall be responsible for its own acts and omissions in carrying out the terms of the Lease.
25. **INSPECTIONS**: Landlord must be notified, in advance, of any inspection of the Premises by any outside agency, including but not limited to the Fire Marshall and the Minnesota Department of Health.
26. **INSURANCE**: Tenant shall provide evidence of self-insurance for general liability, automobile liability and workers compensation.
27. **SAFETY**: Tennant shall adhere to the following safety guidelines:
 - a. Do not prop outside doors open at any time.
 - b. Hallways shall not be obstructed. Equipment and seating benches should be moved to ensure adequate clearance.
 - c. Do not block the exit signs with items hanging from ceilings.

- d. All exits should be kept free and clear as wide as the door frame in toward the main aisle at all times.
- e. Storage in closets, storage rooms, etc should be at least 18 inches below the sprinkler system field of operation at all times.
- f. Electrical panels should be kept free and clear 36 inches all the way around and to the floor away from the panels.
- g. Fire extinguishers should be kept free and clear of obstructions.

28. **CASUALTY LOSS:** If the Premises is damaged in whole or in part substantially precluding Tenant's beneficial use and occupancy, the Landlord may elect to either immediately terminate this Agreement or proceed to repair and restore said Premises. If Landlord elects to terminate the Agreement, neither party has any further obligation to the other party. If Landlord elects to repair and restore the building and/or Premises, Tenant's obligation to pay rent shall be abated during the period of repair and restoration, but the Term shall not be extended.

29. **BOARD OF EDUCATION POLICIES:** Tenant agrees to abide by all policies set forth by the Saint Paul Public Schools Board of Education.

30. **AMENDMENT:** This Agreement may not be amended except in writing, signed by each party and duly approved by Landlord's Board of Education.

IN WITNESS WHEREOF, Tenant and Landlord have executed this Agreement as of the date first above written.

Saint Paul Public Library Agency

By: Jane Eastwood

Print: Jane Eastwood
Its Library Director

Dated: Nov 7, 2017

By: Todd Hurley MB

Print: Todd Hurley
Its Finance Director

Dated: _____, 2017

Independent School District No. 625

By: Joe Gotthard

Print: Joe Gotthard
Its Superintendent

Dated: 10/23, 2017

