

RESOLUTION # 11-15
Como Friends Office Lease

WHEREAS, Como Friends, a non-profit partner of Como Park Zoo and Conservatory wishes to renew their office space lease agreement between the City of Saint Paul Parks and Recreation at Como Park Zoo and Conservatory's Zoological Building, 1225 Estabrook Drive, Saint Paul; and

WHEREAS, Como Friends is a nonprofit organization dedicated to supporting, preserving and enhancing Como Park Zoo and Conservatory; and

WHEREAS, Since 2001, Como Friends has invested more than \$30 million in improvements at Como, including the recent completion of the Capital Campaign raising \$8.45 million for *Polar Bear Odyssey* and the *Japanese Garden Experience*; and

WHEREAS, the Department of Parks and Recreation and Como Friends wishes to renew the existing agreement at the same term of five year lease for the nominal sum of \$5.00; and

NOW, THEREFORE, BE IT RESOLVED, that the Saint Paul Parks and Recreation Commission finds that the granting of a five year lease agreement for Como Friends at 1225 Estabrook Drive for the sum of \$5.00 has a public purpose.

Adopted by the Saint Paul Parks and Recreation Commission on:

Approved:

Yeas

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Nays

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Absent:

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Resolution #11-15

Attested to by:



Staff to the Parks and Recreation Commission



CAPRA Accreditation

An Affirmative Action Equal
Opportunity Employer



National Gold Medal Award

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

LEASE NO. _____

FINANCE DEPT. LEASE NO. _____ [Lease Number]

DATE: _____ [Date]



LESSOR: _____ **CITY OF SAINT PAUL**
_____ **DEPARTMENT OF PARKS AND RECREATION** _____

LESSEE: Como Friends

**CITY OF SAINT PAUL
STANDARD LEASE
AGREEMENT**

[1] **Leased Premises.** The LESSOR, in consideration of the payment of the Basic Rent and Additional Rent hereinafter specified to be paid by the LESSEE, and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the premises hereinafter referred to as the Leased Premises, whose address is: 1225 Estabrook Drive Saint Paul, MN 55103, and which is described as: the Zoological Building on the grounds of Como Park Zoo and Conservatory.

[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 the LESSOR as provided herein.

Term	Commencing Date	Ending Date
<u>60 months</u>	<u>January 1, 2012</u>	<u>December 31, 2016</u>

[3] **Use of Premises.** The LESSEE shall use and occupy the Leased Premises for the following purpose:
a) designated administrative office space in the Zoological Building for current and future Como Friends staff, b) designated storage space in the basement of the Zoological Building and c) use of common space such as meeting rooms, work rooms and a break room in the Zoological Building.

[4] **Rent.** Rent shall consist of Basic Rent of \$1.00 per twelve month period and such Additional Rent as may apply. LESSEE shall pay all rent in advance for each twelve month period as indicated in the

(A) LESSOR'S Insurance. The LESSOR shall acquire and keep in effect during the term of this agreement the following coverages:

- (1) FIRE AND ALL RISK CASUALTY INSURANCE, on the Leased Premises shall be purchased by the LESSOR. Said insurance shall name the City of Saint Paul as the insured. With respect to any loss of the LESSOR'S property not covered by insurance, it shall be the responsibility of the LESSOR, within a reasonable time, to pay all costs to repair or replace the damaged property with like kind, such reasonable time to be determined by the LESSOR. LESSEE shall be responsible for insurance of its own personal property.

(B) LESSEE'S Insurance. The LESSEE shall acquire and keep in effect during the term of this lease the following coverage:

- (1) The LESSEE shall be responsible for the self insurance of, or the acquisition of Commercial Property Insurance on, its personal property.
- (2) COMMERCIAL GENERAL OR PUBLIC 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 \$1,000,000, per occurrence, \$2,000,000 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 Aall services, products or completed operations@ endorsement , (d) not exclude explosion, collapse and underground property damage; (e) be written on an AOccurrence@ Form policy basis.
- (3) AUTOMOBILE LIABILITY INSURANCE with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate limits, covering hired, non-owned and owned automobiles.
- (4) WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum bodily injury limits of at least \$100,000 per accident, \$100,000 per employee bodily injury by disease and maximum \$500,000 per disease, with an all states endorsement.
- (5) The LESSEE shall supply to LESSOR current insurance certificates for policies

made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to the LESSEE at the address stated on page (1) and to the LESSOR at the Real Estate Division, 140 City Hall, 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.

- [9] **Assignment and Subletting.** LESSEE shall not assign or sublet this Lease without the written consent of the LESSOR, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises.
- [10] **Maintenance and Repairs.** LESSOR shall be responsible for all repairs, maintenance and upkeep of the Leased Premises, including but not limited to the electrical systems, HVAC, plumbing and roof; 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; and all repairs and maintenance needed to keep the buildings or structures on the Leased Premises in good and tenantable condition.
- [11] **Indemnity.** The LESSEE agrees to indemnify, defend, save and hold harmless the City of Saint Paul and any agents, officers and employees thereof from all claims, demands, actions or causes of action of whatsoever nature or character, arising out of or by reason of the Lease of the herein described Leased Premises by the LESSOR to the LESSEE, or the use or condition of the Leased Premises or as a result of the operations or business activities taking place on the Leased Premises, except to the extent any injury or damage is the result of the negligence or willful misconduct of LESSOR. Subject to the maintenance obligations set forth in Paragraph 10 above. It is fully understood and agreed that LESSEE is aware of the conditions of the Leased Premises and leases the same "as is."
- [12] **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.
- [13] **Compliance with Laws.** The property described herein may be used for only the purposes stated herein. It is the sole and exclusive responsibility of the LESSEE in the use of the property to comply

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

LESSOR:

Mayor

Director of Financial & Management Services

Director Parks and Recreation

City Attorney (Form Approval)

LESSEE:

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