

SECURITY SERVICES AGREEMENT

This **Security Services Agreement** (“Agreement”) is made as of _____, 2020, and is by and between HealthEast Care System, a Minnesota non-profit corporation (“Landlord”), a wholly owned subsidiary of Fairview Health Services, and the County of Ramsey, a political subdivision of the State of Minnesota (“Tenant” or “Ramsey County”).

RECITALS

A. Landlord is the fee owner of certain real property located in the City of Saint Paul, Ramsey County, Minnesota, located at 559 North Capitol Boulevard, Saint Paul, Minnesota 55103, commonly known as “Bethesda Hospital” (the “Real Property”);

B. Concurrent with this Agreement, Landlord and Tenant have entered into that certain Lease Agreement on _____, 2020 (the “Lease Agreement”), whereby Tenant leases from Landlord that portion of the Real Property defined in the Lease Agreement as the “Premises” consisting of approximately 109,969 square feet of space within the hospital building that is located at the Real Property. The Premises is further defined and depicted in **Exhibit A** of the Lease Agreement.

C. Pursuant to Section 1.1 of the Lease Agreement, Tenant and its employees and agents are granted non-exclusive use of (i) the building corridors, elevators and stairwells for access to the loading docks and delivery areas within the Premises; (ii) the surface parking lot; and (iii) the parking ramp adjacent to the Premises. Tenant’s employees and agents, and the Residents (as defined in the Lease Agreement) are granted non-exclusive use of the adjacent grounds, which grounds exclude the areas described in items (i), (ii) and (iii) of the preceding sentence.

D. All of the areas within the Real Property that are not a part of the Premises, as described in Recital C, shall remain in the full control of Landlord.

E. To enhance safety and security to the Premises, Real Property, and immediate surrounding area, Landlord and Tenant agree that additional security services are desirable, and have agreed to provide such additional services as set forth herein.

NOW THEREFORE, Landlord and Tenant have agreed to the following terms and conditions:

1. Term. This Agreement shall commence, terminate, and be extended concurrent with the Lease Agreement. This Agreement may be terminated as provided in the Lease Agreement.

2. Tenant’s Obligation. Tenant shall provide, through its own staff or contracted agent (“Security Staff”), security services for the Premises. “Security Services” shall include Security Staff inside the Premises associated with Tenant’s Use (as defined in the Lease Agreement), and “Non-Premises Security Services” consisting of periodic patrols of the Real Property outside the Premises (excluding those portions of the building outside the Premises that Landlord has under

lock and key), limited to the perimeter of the building and the adjacent grounds (the “Patrolled Area”); initial incident response within the Premises and the Patrolled Area; notification of Landlord related to incident response and building issues; and engagement of law enforcement, as appropriate, in Tenant and/or Security Staff’s sole discretion and judgment. Security Staff shall record and document time spent on Non-Premises Security Services. Tenant shall prepare and deliver to Landlord a monthly invoice for Landlord’s share of the Non-Premises Security Services as provided in Section 3 below.

3. Landlord’s Cost Share for Non-Premises Security Services. Landlord’s share of the cost of the Non-Premises Security Services shall be fifty percent (50%) of the full cost, based on the recorded actual time spent by Tenant’s Security Staff engaged in performance of the Non-Premises Security Services. Landlord shall pay the invoice within 35 days of receipt from Tenant. Landlord shall not be responsible for the cost of Non-Premises Security Services in excess of twenty (20) hours of per week.

4. Right of Entry. In addition to the non-exclusive right of access granted in Section 1.1 of the Lease Agreement, Landlord grants Tenant and Security Staff the right to enter onto the Patrolled Area outside of the Premises for the purpose of performing the Non-Premises Security Services.

5. No Assumption of Liability by Tenant. Tenant shall assume no premises liability for any portion of the Real Property beyond the Premises. Nothing in this Section 5 shall diminish Tenant’s obligations under Section 9 of the Lease Agreement or Section 10 of this Agreement.

6. Meet and Confer. Landlord and Tenant shall meet quarterly, or more frequently as circumstances dictate, to discuss the Non-Premises Security Services and make any necessary adjustments.

7. Contact Information. Upon execution of this Agreement, Landlord shall provide Tenant and Security Staff with contact information for Landlord property management staff to which Security Staff may report property damage or other information related to the Real Property. Any subsequent change in Landlord’s contact information shall be immediately reported to Tenant and Security Staff.

8. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting Tenant as the agent or employee of Landlord for any purpose or in any manner whatsoever. Tenant, its employees, its agents, including Security Staff, and its representatives are not employees of Landlord.

9. Discretion of Tenant. In performance of the Non-Premises Security Services, Tenant and Security Staff shall exercise their professionally reasonable judgment and industry best practices in responding to incidents on the Premises and the Patrolled Area. Tenant and Security Staff may engage law enforcement, including the issuance of individual trespass notices, in their sole discretion and judgment.

10. Mutual Indemnification. Each of Landlord and Tenant agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, liabilities, losses, expenses, and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any negligence or willful misconduct of Landlord or Tenant, as applicable, related to the performance of the Non-Premises Security Services. In addition, Tenant agrees to indemnify, defend, and hold Landlord harmless from any and all claims, demands, liabilities, losses, expenses, and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any acts or omissions of Tenant's Security Staff.

11. Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of Tenant's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

12. Unenforceability. Unenforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision of this Agreement.

13. Notices. Whenever under this Agreement, provision is made for notice of any kind, such notice shall be in writing and shall be deemed sufficient to Tenant if actually delivered to Tenant or sent by registered or certified mail, return receipt requested, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for such purpose, and to Landlord if actually delivered to Landlord or if sent by registered or certified mail, return receipt requested, postage prepaid, to the Landlord at the address furnished for such purpose or to the place then fixed for the payment of Rent. Notice shall be deemed effective upon receipt by either party when actually delivered to the party and if delivered by registered or certified mail upon deposit in the U.S. mail (and if more than one method is used, the earlier of the two).

14. Interpretation of Agreement; Venue. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

15. Incorporation of Recitals. The Recitals are true and correct, and are incorporated herein.

16. Counterparts and Email Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by email of a PDF file shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(Remainder of page left blank intentionally. Signature page follows.)

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

LANDLORD:

HealthEast Care System

By: _____

James Hereford
President and Chief Executive Officer

TENANT:

Ramsey County

By: _____

Toni Carter, Chair
Ramsey County Board of Commissioners

By: _____

Janet Guthrie, Chief Clerk
Ramsey County Board of Commissioners

Approval Recommended:

Jean Krueger
Director of Property Management

Approved as to Form and Insurance:

Amy K. L. Schmidt
Assistant County Attorney