

# STATE OF MINNESOTA

## LICENSE

LICENSE NO. **L-543**

THIS LICENSE is made by and between Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as LICENSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LICENSEE, acting for the benefit of the Department of Employment and Economic Development.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

WHEREAS, LICENSOR owns the Metro Square building located at 121 East 7<sup>th</sup> Place, which is available for LICENSEE'S use;

WHEREAS, LICENSEE has expressed a need to use the shared office space for purposes herein described;

WHEREAS, LICENSOR and the Department of Employment and Economic Development ("DEED") shall execute a separate Memorandum of Understanding ("MOU") and/or an Infrastructure Funding Agreement ("IFA") for the roles and responsibilities of LICENSOR and DEED and for other shared costs not covered under this License for the operation of the One-Stop Center;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows.

1. **PREMISES** LICENSOR grants and LICENSEE accepts the non-exclusive use of the following Premises:

approximately two hundred fifty two (252) square feet of space, as shown on the attached Exhibit A1-A2, in Suite 2100 and Suite 2300, located at 121 7<sup>th</sup> Place East, in the building known as Metro Square ("Building"), in the City of St. Paul, County of Ramsey, Minnesota 55101.

2. **PERIOD OF USE**

- 2.1 **Term** The term of this License is five (5) years, commencing March 1, 2025 and continuing through February 28, 2030 ("Period of Use").

2.2 Adjustment of Commencement Date In the event LICENSEE cannot take possession of the entire Premises on or before March 1, 2025, then:

- a. The commencement date shall be determined according to the date LICENSEE takes possession of the Premises in its entirety.
- b. The parties shall, by amendment to be executed in the same manner as the execution of this License, establish the correct commencement date and Fees. If the Commencement Date is other than the first day of the month, the License Fee for the first month of occupancy shall be prorated to the product obtained by multiplying the monthly Licensee Fee by a fraction, the numerator of which is the number of days in the month that the Premises is occupied, and the denominator of which is the number of days in the applicable calendar month.

3. USE LICENSEE shall use the Premises as office and related activities.

4. LICENSE NOT A LEASE It is expressly understood and agreed that by reason of the nature and character of the occupancy of all parts thereof, the relation of lessor and lessee, as contemplated by the laws of the State of Minnesota, is not created by the agreement, but LICENSEE is granted only a permit to occupy the space described, and for the specified period. LICENSEE shall at all times be considered an independent contractor, and not an employee or agent of the LICENSOR.

5. LICENSE FEE

5.1 Fee As a fee ("License Fee") for the Premises and in consideration for all covenants, representations, and conditions of the License, LICENSEE agrees to pay to LICENSOR the sum of twenty nine thousand seventeen and 80/100 dollars (\$29,017.80) for the term of the License, such amount shall be paid in accordance with the fee schedule set forth below:

LICENSE PERIOD		SQUARE FEET	RATE PER SQ. FT.	MONTHLY PAYMENT	FEE FOR LICENSE PERIOD
3/1/25	- 2/28/26	252	\$ 20.84	\$ 437.64	\$ 5,251.68
3/1/26	- 2/28/27	252	\$ 21.88	\$ 459.48	\$ 5,513.76
3/1/27	- 2/29/28	252	\$ 22.98	\$ 482.58	\$ 5,790.96
3/1/28	- 2/28/29	252	\$ 24.12	\$ 506.52	\$ 6,078.24
3/1/29	- 2/28/30	252	\$ 25.33	\$ 531.93	\$ 6,383.16
				<b>Total</b>	<b>\$ 29,017.80</b>

5.2 Change in Square Footage In the event there is a future change in the square footage of the Premises with a corresponding change in the License Fee payable as set forth in Section 5.1 above, LICENSOR and LICENSEE shall document such change in a fully executed IFA, of which a copy shall be sent to each party hereto.

- 5.3 Billing Address LICENSOR shall mail or personally deliver original bills and fee statements to LICENSEE at the following address:

Fiscal Management Division  
Department of Employment and Economic Development  
Great Northern Building  
180 E Fifth St #1200  
St Paul MN 55101

- 5.4 Payment Address LICENSEE shall pay LICENSOR via electronic payment to the payment information LICENSOR has provided in the SWIFT System, or mail or deliver each monthly License Fee set forth above at the end of the applicable calendar month to LICENSOR at the following address:

Ramsey County  
Attn: Accounts Receivable  
121 7<sup>th</sup> PI E #4000  
St Paul MN 55101

- 5.5 LICENSOR represents and warrants that it is solely entitled to all Fees payable under the terms of this License. LICENSOR further represents and warrants that it is registered with the Secretary of the State to do business in the State of Minnesota and will continue to provide the documentation required by the Secretary of State to remain in good standing.

## 6. TERMINATION

- 6.1 In the event that the Minnesota State Legislature does not appropriate to the Department of Employment and Economic Development funds necessary for the continuation of this License, or in the event that Federal Funds necessary for the continuation of this License are withheld for any reason, this License may be terminated by LICENSEE upon giving thirty (30) days' written notice.
- 6.2 Pursuant to Minn. Stat. §16B.24, subd. 6, this License is subject to cancellation upon thirty (30) days written notice by LICENSEE for any reason except the license of other non-state-owned land or premises for the same use.
- 6.3 Notwithstanding Sections 6.1 and 6.2 above, this License may be terminated by LICENSEE for any reason at any time upon giving thirty (30) days' prior written notice to LICENSOR.

7. SURRENDER OF PREMISES LICENSOR and LICENSEE hereby agree that at the expiration or earlier termination of this License or extension thereof, any equipment belonging to LICENSEE (hereinafter referred to as "Licensee's Personal Property"), whether attached to the Premises by LICENSOR or LICENSEE shall remain the property of LICENSEE. LICENSEE shall remove Licensee's Personal Property and vacate and

surrender possession of the Premises to LICENSOR in as good condition as when LICENSEE took possession, ordinary wear and tear and damage by the elements excepted. In no event shall any furniture, cubicles, equipment or other personal property provided by or owned by LICENSOR ("Licensor's Personal Property") be considered Licensee's Personal Property, and LICENSEE shall not be entitled to remove any of Licensor's Personal Property from the Premises.

8. **DUTIES OF LICENSOR** LICENSOR shall furnish and provide for the use of LICENSEE:

8.1 Heat, electricity, air conditioning, gas, sewer and water.

8.2 Trash and recycling services, lawn maintenance, snow removal and janitorial services.

8.3 Common area breakrooms and restrooms.

8.4 Keys/Access Cards to access the Premises and the Building.

8.5 Internet Service: cabling to all workstations occupied by LICENSEE's employees and LICENSEE's clients.

8.6 Cubicle walls and sit/stand work surfaces, task chairs and monitor arms.

9. **MAINTENANCE AND REPAIRS**

9.1 **Maintenance** LICENSOR shall maintain in working condition all appurtenances within the scope of this License, including the maintenance of roof, foundation, walls, gutters, concrete surfaces, overhead doors, proper plumbing, wiring, heating (and, where applicable, cooling) devices, ductwork, ceiling (including ceiling tiles and ceiling grids), windows, window covers (window shades, blinds and window/privacy films), light fixtures including replacement of light bulbs, walls, gutters, downspouts, sewer and other utilities, whether interior or exterior, above or below ground.

9.2 **Repairs** LICENSOR shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this License, including any improvements to the Premises, whether or not the improvement was paid for by LICENSEE. However, LICENSOR shall not be responsible for repairs, maintenance or replacement to any of Licensee's Personal Property, nor shall LICENSOR bear the expense of repairs to the Premises or Licensor's Personal Property necessitated by damage caused by LICENSEE beyond normal wear and tear. LICENSEE shall not make any modifications to the physical space without prior written approval from the LICENSOR.

10. **INSURANCE**

10.1 **Property Damage**

- a. It shall be the duty of LICENSOR and LICENSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this License, but subject to subsection b. below, LICENSOR and LICENSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.
- b. LICENSOR shall indemnify, defend and hold LICENSEE harmless from any and all claims, loss, damage and expense arising from water or water-related incidents affecting the Premises, except for those arising from LICENSEE's negligent or intentional acts or omissions.

10.2 **Liability** Subject to subsection 10.1. b. above, LICENSOR and LICENSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LICENSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

11. **DESTRUCTION OF PREMISES** If the Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Premises become untenable or LICENSEE is unable to conduct its business, the rent payable hereunder shall be abated from the time of the damage and LICENSEE shall have the option of terminating this License immediately or allowing LICENSOR the amount of time as LICENSEE deems reasonable to restore the damaged Premises to tenantable condition. LICENSOR will provide immediate verbal notice and thirty (30) days written notice to LICENSEE from the date of the damage, of LICENSOR'S intentions to restore, or not restore the Premises.
12. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LICENSOR relevant to this License shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
13. **NEW LANDLORD** In the event the Premises or the Building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if LICENSOR shall sell, convey, transfer or assign this License or rents due under this License, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to LICENSOR, proper written notice of such change must be delivered to

LICENSEE as promptly as possible. LICENSEE's "Transfer of Ownership of License" document and an amendment to the License shall be executed by the parties in order that the Minnesota Management and Budget is provided with authorization to issue payments to a new party.

14. **DEFAULT BY LICENSOR** If LICENSOR shall default in the performance of any of the terms or provisions of this License, LICENSEE shall promptly so notify LICENSOR in writing. If LICENSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and LICENSOR shall fails to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LICENSEE, at its sole option, may terminate this License upon thirty (30) days written notice or may cure such default. In the event LICENSEE cures the default, LICENSOR shall pay all reasonable and actual expenses paid by LICENSEE to cure said default, including attorneys' fees, within ten (10) days of receipt of invoices therefore rendered, or LICENSEE shall have a specific right to set-off any such amounts due from LICENSOR against any rent payments or other amounts due under this License. In the event LICENSEE elects to terminate this License, said termination shall not limit LICENSEE'S rights to damages caused by the breach and failure to cure. This provision in no way limits LICENSEE'S other remedies for breach under common law or this License.
15. **MANAGEMENT** LICENSOR agrees that in exercising its management responsibilities of the property of which the Premises is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
16. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, LICENSOR and LICENSEE shall not permit smoking in the Premises. In addition, LICENSOR and LICENSEE shall not permit the use of e-cigarettes, chewing tobacco and vaping in the Premises.
17. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**
  - 17.1 LICENSOR must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by LICENSEE in accordance with this License and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LICENSOR in accordance with this License. The civil remedies of Minn. Stat. §13.08, apply to LICENSOR and LICENSEE.
  - 17.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If LICENSOR receives a request to release the data referred

to in this Section, LICENSOR must immediately notify LICENSEE and consult with LICENSEE as to how LICENSOR should respond to the request. LICENSOR'S response shall comply with applicable law, including that the response is timely and, if LICENSOR denies access to the data, that LICENSOR'S response references the statutory basis upon which LICENSOR relied. LICENSOR does not have a duty to provide public data to the public if the public data is available from LICENSEE.

18. **ENTIRE AGREEMENT** This License contains all covenants and agreements between LICENSOR and LICENSEE relating in any manner to the License Fee, LICENSEE'S use and occupancy of the Premises, and other matters set forth in this License. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this License shall not be altered, modified or amended except in writing signed by LICENSOR and LICENSEE.
19. **HEADINGS** The titles to Sections of this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.
20. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** The License 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 License taken together shall constitute but one and the same License. The parties further agree that the License may be executed by electronic signature and that said electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. Delivery of an executed counterpart of this License by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this License.
21. **NOTICES**
  - 21.1 All notices or communications between LICENSOR and LICENSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 21.2 below.
    - a. when personally delivered to the addressee, or
    - b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
    - c. when delivered via electronic mail from LICENSEE to LICENSOR at Catrice O'Neal, [catrice.oneal@ramseycounty.us](mailto:catrice.oneal@ramseycounty.us) (provided such delivery or attempted delivery is confirmed), or
    - d. one (1) business day after deposited with an overnight courier service.

21.2 Mailing Addresses:

LICENSOR:

Ramsey County  
Workforce Solutions  
121 7<sup>th</sup> PI E #2100  
St Paul MN 55101

Attn. Catrice O'Neal  
[catrice.oneal@ramseycounty.us](mailto:catrice.oneal@ramseycounty.us)

LICENSEE:

Real Estate and Construction Services  
Department of Administration  
50 Sherburne Ave # 309  
St Paul MN 55155

Attn. Lease Supervisor

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**EXHIBITS:**

Exhibit A1-A2      Floorplan of Suite 2100 and Suite 2300



IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LICENSOR:  
RAMSEY COUNTY

*Licensor certifies that the appropriate person(s) have executed the License on behalf of Licensor as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_  
Rafael Ortega

Title \_\_\_\_\_  
County Board Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Jason Yang

Title \_\_\_\_\_  
Chief Clerk

Date \_\_\_\_\_

RECOMMENDED FOR APPROVAL BY:

By \_\_\_\_\_  
Catrice O'Neal

Title \_\_\_\_\_  
Director, Ramsey County Workforce Solutions

Date \_\_\_\_\_  
February 4, 2025

APPROVED AS TO FORM:

By \_\_\_\_\_  
Shanika Alston  
Assistant County Attorney

Date \_\_\_\_\_  
February 4, 2025

LICENSEE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By \_\_\_\_\_  
Real Estate and Construction Services

Date \_\_\_\_\_

APPROVED BY:  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RECOMMENDED BY:  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE ENCUMBRANCE VERIFICATION  
*Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

By \_\_\_\_\_

Date \_\_\_\_\_

SWIFT P.O. \_\_\_\_\_

Contract No. \_\_\_\_\_

Account Code \_\_\_\_\_

Fund No. \_\_\_\_\_

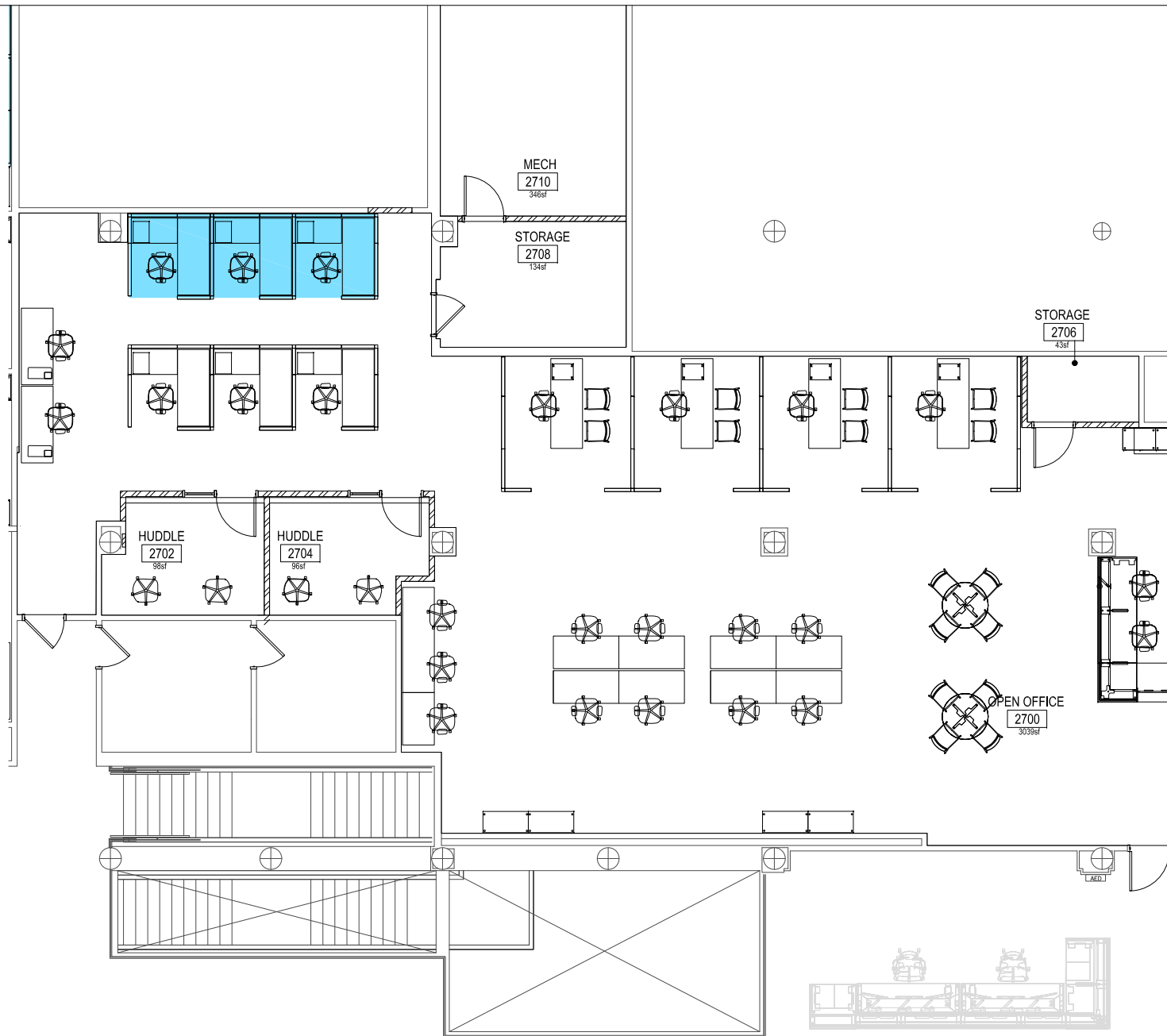


Metro Square  
Suite 2100  
License #L-543  
DEED

**EXHIBIT A1-A2**



144 USF Office  
Measured by Leasing/RECS: SJ 1/16/25



Metro Square  
 Suite 2300  
 License #L-543  
 DEED

108 USF Office

Measured by Leasing/RECS: SJ 1/16/25