

**LEASE AGREEMENT**

THIS LEASE AGREEMENT is made by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Facilities Management Department, 1590 Highway 55, Hastings, Minnesota 55033, hereinafter referred to as "LESSOR," and the State Board of Public Defense, 331 Second Avenue S., Minneapolis, Minnesota, 55401, hereinafter referred to as "LESSEE," acting on behalf of the First Judicial District Public Defender.

WITNESSETH: The LESSOR and the LESSEE, in consideration of the rents, covenants and consideration hereinafter specified, do hereby agree each with the other as follows:

1. The LESSOR grants and the LESSEE accepts a Lease Agreement, commencing July 1, 2025, of the following described premises located in the City of Hastings, County of Dakota, Minnesota, to wit:
  - 1.1. Year One: From July 1, 2025 through June 30, 2026; Approximately five hundred thirty-five (535) usable square feet of the office space on the lower and main levels of the Dakota County Judicial Center located at 1560 Highway 55, Hastings, Minnesota.
  - 1.2. Year Two: From July 1, 2026 through June 30, 2027; Approximately five hundred thirty-five (535) usable square feet of the office space on the lower and main levels of the Dakota County Judicial Center located at 1560 Highway 55, Hastings, Minnesota.
2. LESSOR represents and warrants that it is solely entitled to all rents payable under the terms of this Lease Agreement and that LESSEE shall have the quiet enjoyment of the leased premises during the full term of this Lease Agreement and any extension thereof, according to the terms of this Lease Agreement.
3. TERM:
  - 3.1 The initial term of this Lease Agreement shall be from July 1, 2025, to June 30, 2026 as set forth in Section 1.1. of this Lease Agreement. If this Lease Agreement is not terminated during the initial term set forth in Section 1.1 of this Lease Agreement, then the Lease Agreement shall automatically extend as set forth in Section 1.2. of this Lease Agreement. All provisions of this Lease Agreement shall remain in force and effect after the Lease Agreement is automatically extended, with no option to negotiate or renegotiate any new or existing terms or conditions. This extension merely continues the original Lease Agreement. Unless otherwise agreed to by the parties in a separate writing, the Lease Agreement shall terminate after the term set forth in Section 1.2. of this Lease Agreement.
4. TERMINATION:

This Lease Agreement may be terminated by either party by giving the other party 30-day written notice of intention to terminate on or before May 1, 2026. Such written notice of intention to terminate shall state the reason for termination. If the LESSOR terminates this Lease Agreement because it desires all or part of the leased space for other purposes, LESSOR will make every reasonable effort to accommodate LESSEE in comparable space within the Dakota County Judicial Center.

5. RENT:

As rent for the above-described premises, and in consideration of all the covenants, representations and conditions of this Lease Agreement and according to its terms thereof, LESSEE agrees to pay to LESSOR rent at the following rates:

- 5.1. For the period July 1, 2025, through June 30, 2026, the sum of (Thirteen Thousand Two Hundred Sixty-One) and 37/100 Dollars (\$13,261.37), payable in monthly installments of (One Thousand One Hundred Five) and 11/100 Dollars (\$1,105.11) on or before the first day of each month. Annual rent for the period of July 1, 2025 through June 30, 2026 is based on \$24.79/square foot.
- 5.2. For the period July 1, 2026, through June 30, 2027, the sum of (Thirteen Thousand Four Hundred Sixty) and 29/100 Dollars (\$13,460.29), payable in monthly installments of (One Thousand One Hundred Twenty-One) and 69/100 Dollars (\$1,121.69) on or before the first day of each month. Annual rent for the period of July 1, 2026 through June 30, 2027 is based on \$25.16/square foot.
6. LESSEE covenants that at the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the leased premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear and damage by the elements excepted. The premise shall be considered vacated only after all areas including storage areas are clear of LESSEE's belongings, and keys and other property furnished for LESSEE are returned to LESSOR. Alterations or fixtures attached to the leased premises shall remain a part thereof and shall not be removed unless LESSOR elects to permit removal.
7. If the premises are destroyed or damaged by fire, tornado, flood, civil disorder, or any similar cause whatsoever, so that the premises become untenable, the rent shall be abated from the time of such damage and the LESSEE shall have the option of terminating this Lease Agreement immediately or allowing the LESSOR such amount of time as the LESSEE deems reasonable to restore the damaged premises to tenantable condition.
8. In the event that the Minnesota State Legislature does not appropriate to the Minnesota State Board of Public Defense funds necessary for the continuation of this Lease Agreement, or in the event the Federal Funds necessary for the continuation of this Lease Agreement are withheld for any reason, this Lease Agreement may be terminated by the LESSEE upon giving thirty (30) days written notice.
9. LESSOR shall be responsible for all assessments upon the leased premises.
10. DUTIES OF THE LESSOR:
  - 10.1. LESSOR shall provide adequate electrical outlets upon the leased premises for normal office use.
  - 10.2. LESSOR shall provide the leased premises with access to restroom facilities for both men and women. Such facilities shall be located with the building common areas accessible to the leased space.

- 10.3. Heating: LESSOR shall provide the leased premises with heating facilities of a design capacity sufficient to maintain the leased premises at a comfortable temperature under all but the most extreme weather conditions. Provided, however, that in the interest of energy conservation, and in keeping with the temperature standards established for state-owned buildings, the temperature should be maintained, wherever practicable, no higher than 65 degrees Fahrenheit in the coldest occupied area within the leased premises.
- 10.4. Cooling: LESSOR shall provide air-conditioning capable of cooling the leased premises to a temperature of 15 degrees Fahrenheit cooler than the prevailing outside air temperature. In the interest of energy conservation, and in keeping with the temperature standards established for state-owned buildings, the temperature should be maintained, wherever practicable, no lower than 78 degrees Fahrenheit in the warmest occupied area within the leased premises.
- 10.5. In the event any kind of energy conservation measures are enacted by State or Federal authority, it is hereby agreed that the LESSOR shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water and all the sources of energy required to provide said services.
- 10.6. LESSOR shall provide the premises with overhead lighting to provide sufficient foot candle power at desk level.
- 10.7. LESSOR shall provide, at its own expense, sufficient light, heat, and maintenance to the rental area and public access to the premises, including stairways, elevators, lobbies and hallways, so that such areas shall be safe and reasonably comfortable.
- 10.8. LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks or stairways leading from the public sidewalks to the building free from snow, ice and debris, including the parking lot.
- 10.9. LESSOR shall provide the premises with a means or system of waste or trash disposal.
11. DUTIES OF THE LESSEE:
  - 11.1. LESSEE shall allow access to the premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.
  - 11.2. LESSEE shall not use the premises at any time for any purpose forbidden by law.
  - 11.3. LESSEE shall not assign, sublet, or otherwise transfer LESSEE'S interest in this Lease Agreement without the prior written consent of LESSOR.

12. **PROPERTY DAMAGE, INSURANCE, AND LIABILITY:** It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. LESSOR and LESSEE 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. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. LESSOR'S liability shall be governed by the provisions of Minnesota Statutes, Section 466.04, and other applicable law. In the event of any claims or actions filed against either party, nothing in this Lease Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.

13. **MAINTENANCE AND REPAIRS:**

13.1. It shall be the duty of the LESSOR to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

13.2. LESSOR shall, at its own expense, make such necessary repairs, so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall the LESSOR bear the expense of repairs to the leased premises necessitated by damage caused by LESSEE beyond normal wear and tear.

14. **JANITORIAL SERVICE:** LESSOR shall provide janitorial services and supplies for cleaning of the leased space, trash removal, and replacement of fluorescent bulbs, starters and ballasts, as needed.

15. **UTILITIES:** LESSOR shall bear the cost of heat, electricity, air conditioning, sewer and water services.

16. Pursuant to Minnesota Statutes 1988, Section 16B.24, Subdivision 6, this Lease Agreement is subject to cancellation upon thirty (30) days' written notice by the State for any reason except rental of other land or premises for the same use.

17. The LESSOR agrees that in exercising its management responsibilities of the leased premises, including in particular the maintenance, repair, alterations and construction relating thereto, it shall fully comply with all applicable laws, rules, ordinances and regulations as issued by any political subdivision having jurisdiction and authority in connection with said property.

18. Pursuant to Minnesota Statute Section 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease Agreement shall be subject to examination by the State and/or Legislative Auditor, during normal business hours and after reasonable notice to LESSOR.
19. LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air-conditioning or any other utility or service, whether such is furnished by LESSOR, or obtained and paid for by LESSEE.
20. The LESSOR agrees to provide and maintain the leased premises with accessibility and facilities meeting code requirement for handicapped persons on the main and lower levels whenever possible.
21. EXPANSION SPACE:

In the event LESSEE leases any additional space elsewhere in the building, the rent for said space shall be calculated at the rate per square foot per year that is in effect under this Lease Agreement at that time as provided in Section 1 of this Lease Agreement. LESSOR shall provide improvements to the expansion space comparable to the improvements provided to the space leased under this Lease Agreement. An Amendment shall be executed setting forth the amount of such expansion space, the effective date of LESSEE'S right of occupancy, and the amount of additional rent that shall be due and payable to LESSOR.

22. LESSEE INSTALLED PROPERTY:

Any equipment, trade fixtures or furniture installed by the LESSEE including but not limited to moveable partitions, shelving units, projection screens and audio-video equipment attached to the leased premises by the LESSEE, shall remain the property of the LESSEE. LESSEE shall have the right to remove the above equipment or fixtures at the expiration or termination of this Lease Agreement or any extension thereof, even though said equipment or fixtures are attached to the leased premises, provided that floor and wall surfaces are reasonably restored.

23. TELECOMMUNICATIONS:

LESSOR shall provide, at its expense, the following telecommunications requirements:

- a. Establish and identify the location of the minimum point of presence (MPOP) for dial tone service provided by the telephone company;
- b. Provide a telecommunications equipment area on the floor(s) of which the leased premises is a part, including a minimum of one (1) separately fused dedication quad electric outlet;
- c. Provide all required cable from the MPOP to the telecommunications panel on the floor of which the leased premises is a part for present and future requirements;
- d. Provide access for wiring from the telecommunications equipment area on each floor to each workstation location on the floor; and
- e. Identify the access to the building grounding electrode.

24. LIAISON/NOTIFICATION:

- 24.1. To assist the parties in the day-to-day performance of this Lease Agreement and to ensure compliance with the specifications and provide ongoing consultation, a liaison shall be designated by LESSEE and by LESSOR. The parties shall inform the other, in writing, of any change in the designated liaison. At the time of execution of this Lease Agreement, the following persons are the designated liaisons:

LESSEESS Liaison: Lindsay Siolka  
Phone Number: 651-346-1524

LESSOR Liaison: Michael Lexvold  
Phone Number: 651-438-8180

- 24.2. Notification required to be provided pursuant to this Lease Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Lease Agreement, or in a modification of this Lease Agreement:

To LESSEE:

Kevin Kajer  
Chief Administrator  
Minnesota State Board of Public Defense  
331 Second Avenue South, Suite 900  
Minneapolis, MN 55401

To LESSOR:

Michael Lexvold  
Facilities Management Director  
Dakota County Administration Center  
1590 Highway 55  
Hastings, MN 55033

with a copy to the occupant of the leased premises.

In addition, notification to the County regarding breach or termination shall be provided to the office of the County Attorney, 1560 Highway 55, Hastings, Minnesota 55033.

25. USABLE SPACE MEASUREMENTS:

It is understood by LESSOR and LESSEE that the rent schedule is based upon the number of usable square feet of space occupied by LESSEE. Usable square feet for purposes of the Lease Agreement and calculating rent shall be computed by measuring the inside finished surface of exterior walls to the inside finished surface of building corridor and other permanent walls or to the center of walls separating the leased premises from other tenant space. If more than 50% of an exterior wall is glass, the dimension is taken from the glass line. Vertical shafts, elevators, stairwells, dock areas, mechanical rooms, and utility and janitor rooms are excluded. Restrooms, corridors, lobbies and receiving areas which are accessible to the general public or used in common with other tenants are also excluded. No deductions are made for columns, pilasters or other projections to the building if each is less than four (4) square feet.

26. INTEGRATION:

This Lease Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Lease Agreement.

IN WITNESS WHEREOF, the parties have by their duly authorized officers, executed this Lease Agreement in duplicate on the date indicated below, intending to be bound thereby.

LESSEE: MINNESOTA STATE BOARD  
OF PUBLIC DEFENSE

LESSOR: COUNTY OF DAKOTA

By\_\_\_\_\_

Name and Title\_\_\_\_\_

Date\_\_\_\_\_

By\_\_\_\_\_

Michael Lexvold  
Facilities Management Director

Date\_\_\_\_\_

Approved as to form:

Assistant Dakota County Attorney/Date  
KS-

Approved by Dakota County Board  
**Resolution No. 25-TBD**