



Tri-Valley

Opportunity Council, Inc.

Head Start, Child & Family Programs

SCOPE: To provide a formal agreement, which specifies the terms, conditions, and obligations, involved in Tri-Valley's use of facilities in establishing and providing Migrant Head Start services.

PARTIES: Independent School District No. 2143 (hereinafter referred to as WEM) and Tri-Valley Opportunity Council, Inc., Head Start Program, Box 607, Crookston, MN 56716 (hereinafter referred to as "Tri-Valley").

PURPOSE: For WEM to provide appropriate space in the 101 5th Street NW, Elysian, MN school building, which Tri-Valley will utilize in providing Head Start services to migratory/seasonal, agricultural pregnant woman and children, age 6 weeks through 5 years. Tri-Valley will compensate WEM expenses as defined in this agreement and specified attachments.

DURATION: The Lease commences on June 3, 2020 and shall continue through June 3, 2025, unless terminated earlier in accordance with the Lease. WEM hereby agrees to allow TVOC to renew the lease in five-year installments, subject to lease cost changes agreeable by both WEM and TVOC. TVOC must submit written notice to WEM of its intent to renew the Lease at least ninety day prior to expirations of the lease.

TERMINATION: TVOC must submit written notice to non-renew the Lease at least 180 days prior to expiration, and may terminate the Lease due to discontinued Federal Head Start funding with a 180 day notice at any time. WEM must submit written notice to non-renew the Lease at least 180 days prior to expiration, and may terminate the Lease due to WEM with 180-day notice at any time.

SPACE: WEM hereby agrees to lease to TVOC the Entire Elysian School Facility, including the gymnasium, kitchen and common area spaces (the Premises"). Tri-Valley will have access to the outdoor space. This space will be utilized for outdoor play, and storage of a small shed. Tri-Valley is responsible to maintain the four fenced in areas for playground use, at approximately 900 square feet each.

REIMBURSEMENT: TVOC hereby agrees to pay WEM an annual rent of \$7.100695 per square foot totaling \$89,392.00 for the 1st year (this is an increase of \$5,000 to the base rate) and an additional 2.5% annual increase for the life of the contract to cover the cost of inflation. The rent, for the 1st year of the lease, shall be due to WEM the first day of each month in twelve equal installments of \$7,449.33.

USE OF THE PREMISES: TVOC may not use the Premises for unlawful activity. In particular, TVOC agrees that (a) TVOC will not unlawfully allow alcohol, tobacco, firearms, or controlled substance in the premises; and (b) the Premises will not be used by TVOC or others acting under its control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any local, state, or federal law, including Minn. Stat. Chapter 152. TVOC's use of the Premises must conform to all applicable governmental regulations, ordinances, and zoning requirements. WEM makes no representations as to the suitability of the Premises to TVOC's intended use of the Premises.

TRI-VALLEY OBLIGATIONS: Tri-Valley will be obligated for the following:

- Repair and/or replacement (at equal value) of any and all damage associated with/resulting from Head Start program operation;
- All Tri-Valley purchases/property shall remain with Tri-Valley;
- Tri-Valley will install and pay for separate internet services for their program;
- Supply washer and dryer for Tri-Valley use;

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- TVOC will maintain liability, personal property, and worker's compensation insurance covering the Premises during the term of the Lease. WEM shall be named as an additional insured on TVOC's Policy. TVOC shall provide WEM with verification of its insurance coverage.
- Tri-Valley will be responsible for all persons on the premises related to their program. This will include any/all other professional or service personnel coming into the building to provide services to Tri-Valley. Tri-Valley further agrees to indemnify, defend, and hold harmless WEM and its agents from any claims arising from the actions by Tri-Valley staff, their clients, or their agents;
- Tri-Valley will provide all appropriate furniture, equipment, and materials necessary to operate the Head Start program;
- Tri-Valley will ensure ongoing maintenance and inspections of kitchen equipment as needed;
- TVOC agrees to pay for heat, electricity, water, sewer, garbage and communication services for the Premises.
- TVOC agrees to remove snow and ice within emergency access areas minimally located on the Premises from February 20 through December 20 each year.
- TVOC agrees to maintain the Premises in a neat and orderly condition.
- TVOC agrees to provide custodial services and general maintenance for the Premises and common areas during months of operation.
- TVOC agrees to eliminate any violation of health and safety laws that result from the negligent, willful, malicious or irresponsible conduct of TVOC or TVOC's agents or guests.
- TVOC hereby agrees to replace or repair any damage to the Premises or any other portion of the building caused by TVOC agents or guests.
- TVOC at TVOC's sole expense may make renovations to the Premises only upon the written consent of WEM.

WEM's OBLIGATIONS: WEM shall be responsible for the following:

- Assign a representative to serve as a liaison with the Tri-Valley Center Manager to address any ongoing concerns and planning related to this agreement and the use of the school facilities;
- Provide two sets of keys for the facility to the Tri-Valley Center Manager;
- Provide WEM school contact(s) information for emergency purposes;
- Provide opportunity for internet access for Tri-Valley computers;
- Provide Information Technology support to Tri-Valley during set-up;
- Provide lawn care on the Premises as needed. In addition, removal of all branches or trees as needed.
- Provide a space for Tri Valley washer and dryer and daily access for its use;
- Provide approval for Tri-Valley to install phone access/phone numbers;
- Provide a space for the Tri-Valley refrigerators and NSF certified wire shelving for Tri-Valley food;
- Provide a storage space for Tri-Valley items;
- Provide and be responsible for boiler operations, boiler maintenance, and oversight of any boiler requirements for the Premises.
- WEM will be responsible for other major maintenance and repair items such as roofs, tuck pointing, etc.

Assignment and Subletting: TVOC may not assign this Lease or sublease any portion of the Premises without the written consent of and on terms acceptable to WEM, which consent shall not be unreasonably withheld. Any assignment or sublease made without WEM's written consent shall not be effective.

Cooperation: WEM will support TVOC's equipment and facility grants and provide reasonable assistance with inspections and license requirements. Nothing in this Lease shall be deemed to create a partnership, joint venture or agency relationship between WEM and TVOC.

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Notices: All notices required to be given by one party to another party under this Lease shall be in writing. Notices shall be personally delivered or sent by mail. All notices required to be provided on a specific day or date shall be considered timely if postmarked on or before that date.

Surrender of Premises: TVOC shall surrender possession of the Premises when the Lease term terminates. When TVOC surrenders possession, TVOC shall leave the Premises in the condition as it was when the Lease started, with the exception of reasonable wear and tear and with the exception of the removal of TVOC's personal property.

Choice of Law: This Lease shall be governed and interpreted pursuant to the laws of Minnesota.

AGREEMENT CHANGES: Any desired changes to this agreement by either party shall require prior notice in writing, and mutual agreement to the proposed change(s). Tri-Valley shall have the right to alter or terminate this agreement in response to demonstrated changes in grant funding or community needs.

CONTINGENT CONDITIONS: Finalization of this agreement will be contingent on the facility meeting federal, state, and /or local requirements, regulations, and/or policies for the operation of a Head Start program.

AGREEMENT: The undersigned are duly authorized to enter into this agreement on behalf of WEM and Tri-Valley Opportunity Council, Inc. As the authorized representatives for WEM and Tri-Valley, we hereby agree to the terms and conditions set forth by this agreement and any defined attachments and schedules.

WEM School District No. 2143

Date _____

WEM School District No. 2143

Date _____



Tri-Valley Representative

Date 3/26/2020

Tri-Valley Representative

Date _____

