

## STATE OF MINNESOTA

### MONITORING EQUIPMENT SITE LEASE

This Lease Agreement is between the **City of St. Paul**, Department of Public Works, 25 West 4<sup>th</sup> St., 1500 City Hall Annex, St. Paul, MN 55102 (LESSOR) and the **State of Minnesota, Department of Administration**, (LESSEE) acting for the benefit of the **Pollution Control Agency**.

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

1. **Leased Premises.** LESSOR grants and LESSEE accepts the use of the following Leased Premises as a pollution control monitoring site in the City of St. Paul, Ramsey County, Minnesota.

The ambient air quality monitoring site consists of a 50 square foot area exhibited in **Attachment A**, which is attached and incorporated into this site lease. The 50 square foot area is adjacent to a paved parking lot located near 431 Robbie Street East St., St. Paul, MN.

2. **Term.** This Lease Agreement is for the following term, commencing on **July 1, 2019** and continuing through **June 30, 2022**.
3. **Rent.** LESSOR and LESSEE deem this agreement mutually beneficial and does not involve any monetary exchange or payment for access to property. LESSEE will be responsible for any of the duties listed in Section 4.2 and Section 5.
4. **Duties of LESSOR.**

4.1 LESSOR shall provide LESSEE with access to the Leased Premises.

5. **Duties of LESSEE.**

5.1 LESSEE will be responsible for all expenses that are necessary for the installation and operation of the monitoring equipment displayed in **Attachment B**, which is attached and incorporated into this site lease.

5.2 LESSEE shall be responsible for the coordination, installation and monthly electrical costs associated with air monitoring equipment located at the site.

5.3 LESSEE shall pay for the cost of any necessary electrical equipment repairs associated with the air monitoring equipment.

- 5.4 LESSEE shall furnish all other materials, permits and services required for its use of the Leased Premises.
  - 5.5 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.
  - 5.6 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear and damage by the elements.
  - 5.7 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.
6. **Liability.** 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, Minn. Stat. §3.736, and other applicable law, and LESSOR'S liability shall be governed by Minn. Stat., Ch. 466 and all laws applicable thereto.
7. **Termination.** Either party for any reason may terminate this Agreement at any time upon giving thirty (30) days prior written notice of termination to the other party.
8. **Compliance with Other Laws.** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.

(Remainder of this page intentionally left blank)

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

**LESSOR:**  
CITY OF ST. PAUL

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

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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 N/A

Date N/A

Purchase Order No.: N/A AI ID#: 228643  
Activity ID#: PRO20190004

SWIFT ID No.: 158520

**APPROVED:**

STATE OF MINNESOTA  
MINNESOTA POLLUTION CONTROL AGENCY

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**LESSEE:**

STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

Delegated to:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Cc: Department of Administration, Real Estate  
and Construction Services

(ATTACHMENT A)  
LEASED PREMISES



**(ATTACHMENT B)  
EQUIPMENT**

