STATE OF MINNESOTA

MONITORING EQUIPMENT SITE LEASE

This Lease Agreement is between the **City of St. Paul**, Department of Public Works, 25 West 4th 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 60 square foot area exhibited in **Attachment A**, which is attached and incorporated into this site lease. The 60 square foot area is adjacent to a paved parking lot located at 2237 Robbins St. St. Paul, MN 55114.

2.   **Term.** This Lease Agreement is for a term of one year, commencing on **January 1, 2016** and continuing through **December 31, 2016.**

3.   **Rent.** LESSEE shall reimburse LESSOR for actual electrical usage costs incurred each month at the leased site. LESSEE will pay LESSOR within 30 days of the receipt of an invoice.

4.   **Duties of LESSOR.**
      4.1   LESSOR shall provide LESSEE with access to the Leased Premises.

      4.2   LESSOR shall provide LESSEE with electrical service to operate the monitoring equipment displayed in **Attachment B**, which is attached and incorporated into this site lease.

      4.3   LESSOR shall invoice LESSEE for electrical cost incurred at the monitoring site.

5.   **Duties of LESSEE.**

      5.1   LESSEE shall reimburse LESSOR for electrical usage costs incurred to operate the monitoring equipment.

      5.2   LESSEE shall pay for the cost of any necessary electrical equipment and its installation.

      5.3   LESSEE shall furnish all materials and services required for its use of the Leased Premises.

5.4   LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.

5.5   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.

5.6   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 _____

Date _____

Purchase Order No.:

SWIFT ID No.:

APPROVED:
STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL AGENCY

By _____

Title _____

Date _____

LESSEE:
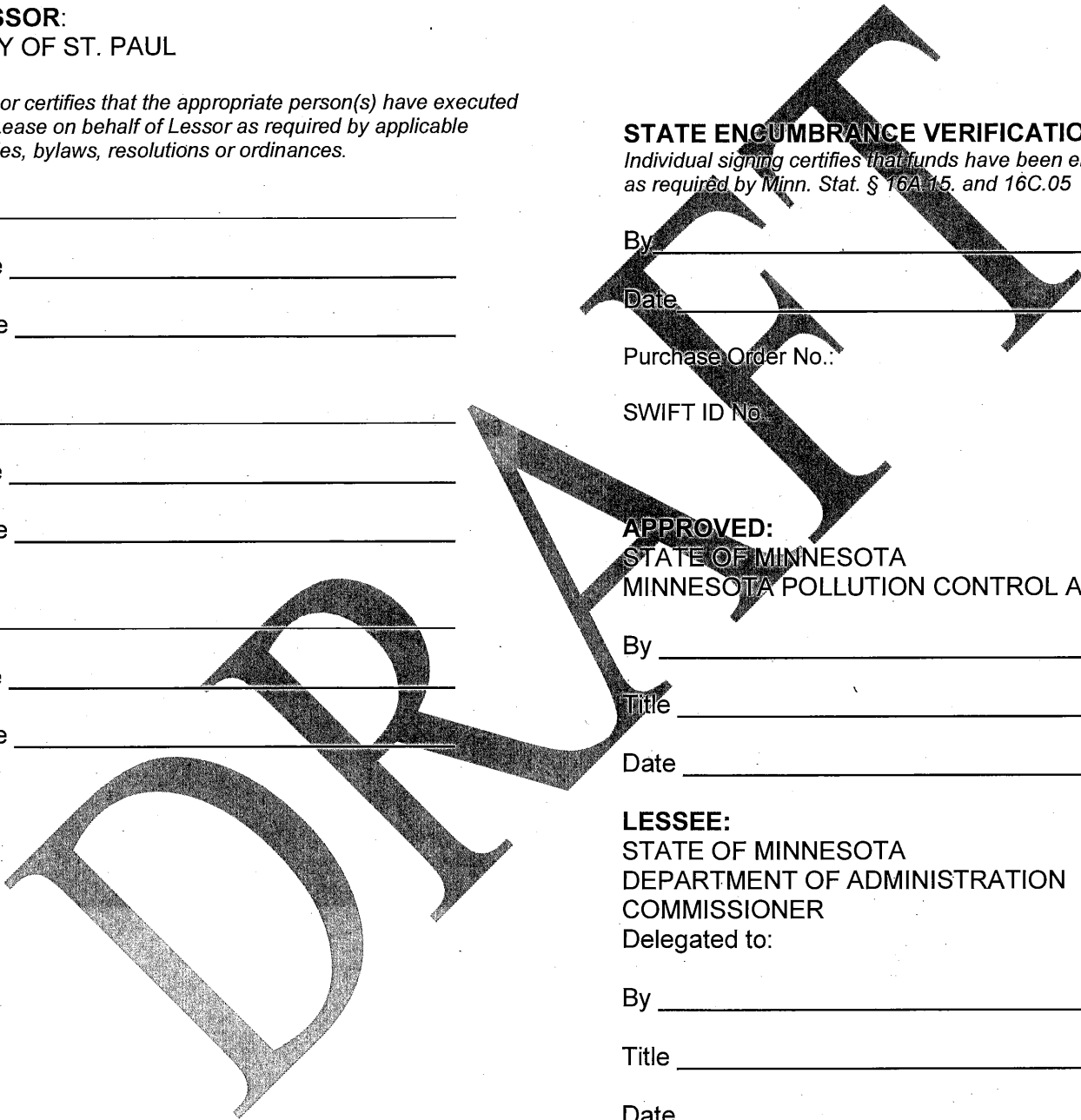STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
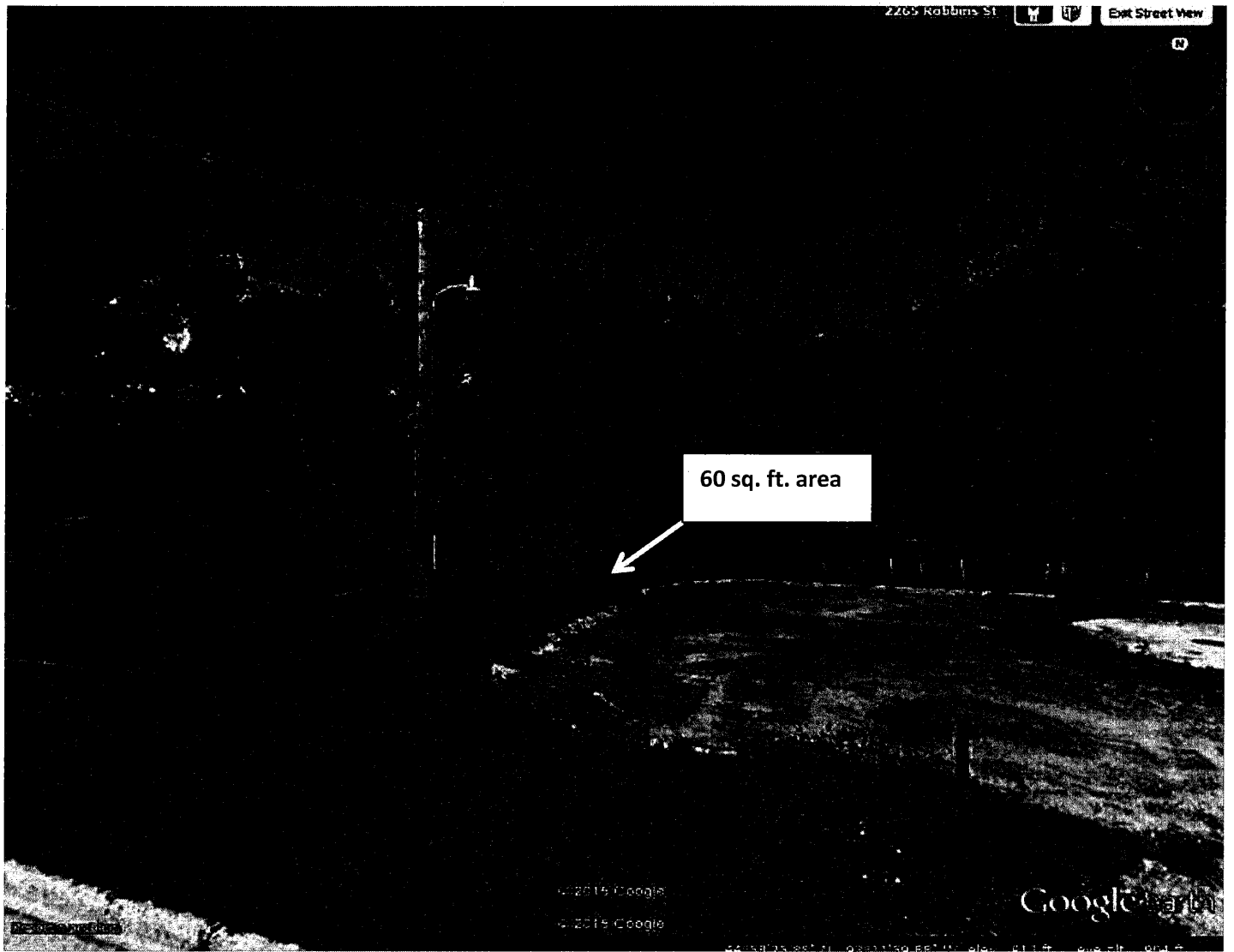COMMISSIONER
Delegated to:

By _____

Title _____

Date _____

Cc: Department of Administration, Real Estate
     and Construction Services

ATTACHMENT A

LEASED PREMISES

ATTACHMENT B

Monitoring Equipment