

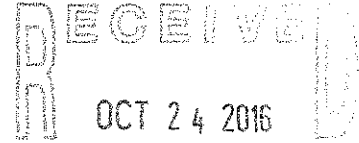


Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

October 17, 2016



I.S.D. #709
FACILITIES MGMT

Mr. Kerry M. Leider
Duluth Public Schools-Facilities Director
215 North 1st Ave. E.
Duluth, MN 55802

RE: MPCA Air Monitoring Equipment Lease #PC0039

Dear Mr. Leider:

Enclosed are (2) copies of a five year Duluth Independent School District (ISD) #709 air monitoring site lease #PC0039 with the Minnesota Pollution Control Agency for your review. The new lease term is from January 1, 2017-December 31, 2021. Quarterly payments will be made to Duluth ISD #709 in the amount of \$165.00. Upon completion of review please sign and date each copy in the Lessor signature block. Please mail copies back to my attention at:

Minnesota Pollution Control Agency
Kurt Soular (OD-6th Floor)
520 Lafayette Road N.
St. Paul, MN 55155

After I receive the lease agreements back from you, I will complete the lease agreement signature process on our end and send you one original signed copy for your records. Please let me know if you have any questions. We thank you for your ongoing support of our Air Monitoring Program at the Minnesota Pollution Control Agency.

Lease questions directed to: **Kurt Soular @ 651.757.2748**

Monitoring site technical questions directed to: **Kurt Anderson @ 651.757.2192**

Sincerely,

Kurt Soular
MPCA Operations Division
Finance Ops- Unit 2

STATE OF MINNESOTA

MONITORING EQUIPMENT SITE LEASE

This Lease Agreement is between Duluth ISD 709 (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 an ambient air monitoring site in the City of Duluth, St Louis County, Minnesota.
 - 1.1. A 12' x 16' area located on the roof of the Laura MacArthur Elementary School
 - 1.2. Site Address: 720 North Central Avenue, Duluth, MN 55807
2. **Term.** This Lease Agreement is for a term of Five (5) Years, commencing on January 1, 2017 and continuing through December 31, 2021.
3. **Rent.** LESSEE shall pay to LESSOR one hundred sixty-five and 00/100 dollars (\$165.00) for each quarter, payable within 30 days of the end of each quarter.
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.
5. **Duties of LESSEE.**
 - 5.1 LESSEE shall pay to LESSOR a monthly fee of twenty-five and 00/100 dollars (\$25.00) for electrical usage to operate the monitoring equipment which is included in the rental amount referred to in Clause 3.
 - 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.** LESSEE shall be liable for injury to or loss of property or personal injury or death caused by an act or omission of an employee of LESSEE in the performance of this contract, under circumstances where LESSEE, if a private person, would be liable to the claimant in accordance with Minn. Stat. §3.736. Nothing in this Agreement is intended to be construed as a waiver of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other law, legislative or judicial, limiting governmental liability.

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.

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

LESSOR:
DULUTH INDEPENDENT SCHOOL DISTRICT 709

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 W. K. Hanson
Title CFO
Date 10/26/16

STATE ENCUMBRANCE VERIFICATION

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

By Kurt Sula
Date 10/17/16
Purchase Order No.: **3000017490**
SWIFT ID No.: **116416**

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