



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders, County Engineer

MEETING DATE: 02-02-2021

AGENDA ITEM: County Ditch 14 Maintenance Request

SUMMARY:

1. MN DNR owns property in which CD 14 flows thru.
2. There is a private bridge that crosses CD 14.
3. MNDNR needs to make replace the bridge and stabilize the banks around the bridge.
4. Section 15 of Grove Park Township

ACTION REQUESTED:

Motion by _____ Seconded by _____ to approve the work in CD 14 and name Richard Sanders as engineer over the project.

PETITION FOR DITCH MAINTENANCE

Polk County Ag & Drainage Department
 820 Old Highway 75 South - Crookston, MN 56716
 Phone (218) 470-8263 Fax (218) 281-3976

Request Date: Jan 4, 2021
 Township Name: Grove Park

Drainage System No.: Maple River/CD 14
 Section No(s) of requested repair. 15

Give a description of the type of maintenance that is requested and draw a layout and location on the township map below.

Description:
 A bridge crossing over Maple River/CD 14 within the Mentor Prairie
 Wildlife Management Area has bank damage and is in need of
 stabilization. MN DNR proposes to re-slope and stabilize the bank with
 fill and armor with rip-rap. The bridge will be repaired and reset in
 the same location in summer 2021. All costs will be borne by MN DNR.
 Approximate location is the red "x" in Section 15. Project has been
 discussed with Jody Beauchane, Polk Co. ditch inspector.
 Requested by: Emily Hutchins, Area Wildlife Manager, MN DNR

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	x 15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

For the maintenance described above, signatures are required (below) from landowners that pay assessments into the drainage system needing the repair. If it is a cleaning, it's also required to get the signatures (below) of the landowners of where the spoil is going to be placed. Generally, it will be leveled in such a manner that it can be farmed over.

Request for Maintenance and Spoil Placement Signatures (below)

We the landowners who pay drainage assessments on J.D. / C.D. _____ do respectfully request the Polk County Board of Commissioners, to spend money for the repair/cleaning/maintenance as described above.

Date	Landowner	Phone No.	Sect. No.	Township
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Reviewed by

County Highway Department _____
Engineer

County Board _____
District Commissioner

Ditch Authority _____
Chairperson

Approved

Approved

Approved



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders, County Engineer

MEETING DATE: 02-02-2021

AGENDA ITEM: Polk/Red Lake Agency Agreement

SUMMARY:

1. Polk County will be letting contracts that include projects in Red Lake County.
2. Need to approve agency agreements.

ACTION REQUESTED:

Motion by _____ Seconded by _____ to approve the Agency Agreement between Polk/Red Lake County for SAP 060-657-003/SAP 063-617-002.

Motion by _____ Seconded by _____ to approve the Agency Agreement between Polk/Red Lake County for SAP 060-606-027, SAP 060-606-028, SAP 060-606-029, SAP 060-627-007, SAP 063-606-011

POLK AND RED LAKE COUNTIES
COOPERATIVE CONSTRUCTION AGREEMENT (2021)

Full Depth Reclamation and Bituminous Surfacing

Project No. SAP 060-657-003, SAP 063-617-002

THIS AGREEMENT made and entered into by and between the County of Polk and the County of Red Lake, Minnesota, acting by and through its Board of Commissioners.

WITNESSETH:

WHEREAS, the County of Polk has prepared plans to award a contract for the construction of grade widening, full depth reclamation, bituminous surfacing, and aggregate shouldering upon and along Polk CSAH 57 from Polk CSAH 13 to Polk-Red Lake County line; and

WHEREAS, the County of Red Lake has similar plans for the construction of full depth reclamation and bituminous surfacing upon and along Red Lake CSAH 17 from Polk-Red Lake County Line to Red Lake CSAH 3; and

WHEREAS, both County's projects will be done in accordance with approved Plans and Special Provisions designated as Polk County project SAP 060-657-003 and Red lake County project SAP 063-617-002; and

WHEREAS, the Boards of Commissioners of Polk and Red Lake Counties have determined it to be mutually beneficial for these projects to be let as one contract with each County paying 100 percent of the contract and project costs respective to each County's projects; and

WHEREAS Minnesota Statute Annotated 471.59 authorized Board of County Commissioners to enter into a joint exercise of powers.

IT IS THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - CONSTRUCTION BY THE COUNTIES

Section A. County to Receive Bids and Award a Contract

Polk County shall receive bids and award to the lowest responsible bidder of the combined total dollar amount of the **two** aforesaid projects. Said County plans and special provisions which are on file in the respective office of the County Engineer at Crookston and Red Lake Falls, Minnesota, and in the office of the Commissioner of the Minnesota Department of Transportation at St. Paul, Minnesota, are made a part hereof by reference with the same force and effect as though fully set forth herein.

Section B. Documents to Be Furnished to Red Lake County

Polk County shall, following receipt of bids for said County construction projects referred to herein, promptly submit to the County Engineer of Red Lake County a certified copy of the low bid received and an abstract of all bids received.

Section C. Cancellation of Agreement

Each party to this agreement reserves the right to withdraw from and cancel this agreement within 40 days prior to the opening of bids contemplated in Article I hereof.

Section D. Direction, Supervision and Inspection of Const.

The construction work contemplated herein shall be under the direction and supervision of the County Engineer of Red Lake County for its work, and the Polk County Engineer for its work.

Section E. Completion of Construction

The construction to be started and completed in accordance with the time schedule set forth in the special provisions.

Section F. Plan Changes and Extra Work

Any plan change or extra work performed hereunder shall become the responsibility of the respective County for which project the plan change or extra work was performed; the total cost of plan changes or extra work shall be assigned and paid for by the County for which project the plan change or extra work was performed.

Section G. Compliance with Laws, Ordinances and Regulations

It is understood and agreed that the Counties shall, in connection with the award of a construction contract for the work set forth herein and the administration and performance of said work, themselves comply and cause their contractor to comply with all Federal, State and local laws together with all ordinances and regulations applicable to said contract award and the work to be performed thereunder.

ARTICLE II BASIS OF PAYMENT

Section A. Construction Costs

Upon satisfactory completion of the projects, in accordance with Article I hereof, Polk County shall pay to the contractor, the Counties' respective full and complete share of the costs of constructing their respective projects based on the final estimate of cost of the construction work item quantities. Polk County, shall also prepare and pay the contractor all partial payments as required by the Minnesota Department of Transportation specifications and bid proposal of the aforesaid contract. Red Lake County shall reimburse Polk County for all contract obligations attributable to Red Lake County's project upon receipt of copies of monthly partial estimates and final payment vouchers from Polk County.

Section B. Construction Engineering

In addition to the payment to the contractor for each County's respective projects, each County will be obligated for all other costs attributable to its respective construction project.

ARTICLE III GENERAL PROVISIONS

Section A. Contract Administration

All costs incurred and all work performed and to be performed in the administration, design and construction of each project, attributable to each project shall be borne in full by each County for its respective project. Red Lake County will perform the administrative function in design and plan approval for its project (pre-letting). Polk County will perform work in support of construction, inspection, documentation and contract payment or any other function pertaining to its projects, and furnish Red Lake County with copies and supporting data for the project. Red Lake County will perform field inspection of its project, and provide necessary reports and documentation for progress and final payments to Polk County for contract administration.

Section B. Disputes with Contractor

Polk and Red Lake Counties shall coordinate with respect to any disputes regarding the contractor. Such coordination shall include any potential litigation with the contract. However, each party shall be responsible for their own attorney's fees should a dispute occur with the contractor.

Section C. Claims

It is hereby understood and agreed that any and all employees and all other persons employed by each respective County in the performance of any work or services required or provided for herein shall be considered employees of the respective County only. Any and all claims that may or might arise under the Workmen's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the work or services to be rendered herein by the respective County shall in no way be the obligation or responsibility of the other County.

Section D. Approval

Before this agreement shall become binding and effective, it shall be approved by resolution of the Board of Commissioners of Polk and Red Lake Counties.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

COUNTY OF POLK

Approved as to Form and Execution

BY _____
Chairman, Board of Commissioners

Polk County Attorney

DATE _____

BY _____
County Administrator

DATE _____

COUNTY OF RED LAKE

Approved as to Form and Execution

BY Andrew _____
Chairman, Board of Commissioners

Michael LaCourse
Red Lake County Attorney
01/26/2021
Michael LaCourse

DATE 1-26-21 _____

BY Robert A. Smith _____
County Auditor

DATE 1-26-21 _____

POLK AND RED LAKE COUNTIES
COOPERATIVE CONSTRUCTION AGREEMENT (2021)

Hot Inplace Recycling and Bituminous Overlay

***Project No. SAP 060-606-027, SAP 060-606-028, SAP 060-606-029, SAP 060-627-007,
SAP 063-606-011***

THIS AGREEMENT made and entered into by and between the County of Polk and the County of Red Lake, Minnesota, acting by and through its Board of Commissioners.

WITNESSETH:

WHEREAS, the County of Polk has prepared plans to award a contract for the construction of Hot Inplace Recycling and Bituminous Overlay upon and along Polk CSAH 6 from Red Lake CSAH 10 to TH 92 and from the City of Fosston to Polk CSAH 3; and

WHEREAS, the County of Polk has prepared plans to award a contract for the construction of Hot Inplace Recycling and Bituminous Overlay upon and along Polk CSAH 27 from Polk CSAH 6 to Polk-Clearwater County Line; and

WHEREAS, the County of Red Lake has similar plans for the construction of Hot Inplace Recycling and Bituminous Overlay upon and along Red Lake CSAH 6 from Red Lake CSAH 5 to Red Lake CSAH 10; and

WHEREAS, both County's projects will be done in accordance with approved Plans and Special Provisions designated as Polk County projects SAP 060-606-027, SAP 060-606-028, SAP 060-606-029, SAP 060-627-007 and Red lake County project SAP 063-606-011; and

WHEREAS, the Boards of Commissioners of Polk and Red Lake Counties have determined it to be mutually beneficial for these projects to be let as one contract with each County paying 100 percent of the contract and project costs respective to each County's projects; and

WHEREAS Minnesota Statute Annotated 471.59 authorized Board of County Commissioners to enter into a joint exercise of powers.

IT IS THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - CONSTRUCTION BY THE COUNTIES

Section A. County to Receive Bids and Award a Contract

Polk County shall receive bids and award to the lowest responsible bidder of the combined total dollar amount of the **Five** aforesaid projects. Said County plans and special provisions which are on file in the respective office of the County Engineer at Crookston and Red Lake Falls, Minnesota, and in the office of the Commissioner of the Minnesota Department of Transportation at

St. Paul, Minnesota, are made a part hereof by reference with the same force and effect as though fully set forth herein.

Section B. Documents to Be Furnished to Red Lake County

Polk County shall, following receipt of bids for said County construction projects referred to herein, promptly submit to the County Engineer of Red Lake County a certified copy of the low bid received and an abstract of all bids received.

Section C. Cancellation of Agreement

Each party to this agreement reserves the right to withdraw from and cancel this agreement within 40 days prior to the opening of bids contemplated in Article I hereof.

Section D. Direction, Supervision and Inspection of Const.

The construction work contemplated herein shall be under the direction and supervision of the County Engineer of Red Lake County for its work, and the Polk County Engineer for its work.

Section E. Completion of Construction

The construction to be started and completed in accordance with the time schedule set forth in the special provisions.

Section F. Plan Changes and Extra Work

Any plan change or extra work performed hereunder shall become the responsibility of the respective County for which project the plan change or extra work was performed; the total cost of plan changes or extra work shall be assigned and paid for by the County for which project the plan change or extra work was performed.

Section G. Compliance with Laws, Ordinances and Regulations

It is understood and agreed that the Counties shall, in connection with the award of a construction contract for the work set forth herein and the administration and performance of said work, themselves comply and cause their contractor to comply with all Federal, State and local laws together with all ordinances and regulations applicable to said contract award and the work to be performed thereunder.

ARTICLE II BASIS OF PAYMENT

Section A. Construction Costs

Upon satisfactory completion of the projects, in accordance with Article I hereof, Polk County shall pay to the contractor, the Counties' respective full and complete share of the costs of constructing their respective projects based on the final estimate of cost of the construction work item quantities. Polk County, shall also prepare and pay the contractor all partial payments as required by the Minnesota Department of Transportation specifications and bid proposal of the

aforesaid contract. Red Lake County shall reimburse Polk County for all contract obligations attributable to Red Lake County's project upon receipt of copies of monthly partial estimates and final payment vouchers from Polk County.

Section B. Construction Engineering

In addition to the payment to the contractor for each County's respective projects, each County will be obligated for all other costs attributable to its respective construction project.

ARTICLE III GENERAL PROVISIONS

Section A. Contract Administration

All costs incurred and all work performed and to be performed in the administration, design and construction of each project, attributable to each project shall be borne in full by each County for its respective project. Red Lake County will perform the administrative function in design and plan approval for its project (pre-letting). Polk County will perform work in support of construction, inspection, documentation and contract payment or any other function pertaining to its projects, and furnish Red Lake County with copies and supporting data for the project. Red Lake County will perform field inspection of its project, and provide necessary reports and documentation for progress and final payments to Polk County for contract administration.

Section B. Disputes with Contractor

Polk and Red Lake Counties shall coordinate with respect to any disputes regarding the contractor. Such coordination shall include any potential litigation with the contract. However, each party shall be responsible for their own attorney's fees should a dispute occur with the contractor.

Section C. Claims

It is hereby understood and agreed that any and all employees and all other persons employed by each respective County in the performance of any work or services required or provided for herein shall be considered employees of the respective County only. Any and all claims that may or might arise under the Workmen's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the work or services to be rendered herein by the respective County shall in no way be the obligation or responsibility of the other County.

Section D. Approval

Before this agreement shall become binding and effective, it shall be approved by resolution of the Board of Commissioners of Polk and Red Lake Counties.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

COUNTY OF POLK

Approved as to Form and Execution

BY _____
Chairman, Board of Commissioners

Polk County Attorney

DATE _____

BY _____
County Administrator

DATE _____

COUNTY OF RED LAKE

Approved as to Form and Execution

BY 
Chairman, Board of Commissioners

Michael La Coursiere
Red Lake County Attorney
01/26/2021
Michael LaCoursiere

DATE 1-26-21

BY 
County Auditor

DATE 1-26-21

**OFFICE SPACE LEASE
POLK COUNTY HUMAN SERVICE CENTER**

POLK COUNTY - NORTHWEST MENTAL HEALTH CENTER, INC.

THIS LEASE AGREEMENT is made and entered into between the County of Polk, a governmental unit under the laws of the State of Minnesota (hereinafter referred to as "Landlord"), and Northwestern Mental Health Center, Inc., a non-profit corporation under the laws of the State of Minnesota (hereinafter referred to as "Tenant").

1. **LEASED PREMISES.** The premises to be leased by Landlord to Tenant is described as approximately 4,470 square feet of walled office space, as shown on the floor plan attached hereto as **Exhibit A**, in a building known as the Polk County Human Service Center, located at 1424 Central Avenue N.E., East Grand Forks, Polk County, Minnesota.
2. **USE AND OCCUPANCY.** Tenant shall use and occupy the Leased Premises only for office and related activities.
3. **TERM OF LEASE.** The term of this Lease shall start April 1, 2019 and expire December 31, 2025, with an additional year in 2026 subject to negotiable agreement. This agreement may be continued as long as Tenant and Landlord are in joint agreement to continue this lease arrangement.

4. RENT.

- a. Tenant agrees to pay to Landlord rent in accordance with the rent schedule set forth below:

Year	Lease Year	Rate per sq foot	Leased sq. feet	Total annual lease	Monthl lease pmt	Cumulative Annual payment
1	1-Apr-19	\$ 12.24	4,470	\$ 41,035	\$ 4,559	\$ 41,035
2	1-Jan-20	\$ 12.36	4,470	\$ 55,260	\$ 4,605	\$ 96,295
3	1-Jan-21	\$ 12.49	4,839	\$ 60,444	\$ 5,037	\$ 156,739
4	1-Jan-22	\$ 12.61	4,839	\$ 61,020	\$ 5,085	\$ 217,759
5	1-Jan-23	\$ 12.74	4,839	\$ 61,644	\$ 5,137	\$ 279,403
6	1-Jan-24	\$ 12.86	4,839	\$ 62,232	\$ 5,186	\$ 341,635
7	1-Jan-25	\$ 12.99	4,839	\$ 62,856	\$ 5,238	\$ 404,491
				due 1st of each month		

- b. Rent due hereunder shall be paid by Tenant in equal monthly installments, pursuant to the above schedule, starting on the 1st day of April, 2019, and Tenant shall continue to pay said quarterly rent installment on or before the same day of each consecutive month. Any portion of the rent not paid by the 15th day of the month in which it is due may be deemed by Polk County to be a breach of this Lease. If construction of new office space is not available to the Tenant by April 1, 2019, the first payment will be due on the first day of the month after the tenant is able to occupy the full space.

- c. Tenant's obligation to pay rent and any other amounts due under this Lease are an independent covenant, and is and shall not be subject to any abatement, deduction, counterclaim, reduction, set-off, or defense of any kind whatsoever, unless otherwise stated in this Lease. The covenants of Landlord under this Lease are dependent upon the performance by Tenant of all of its obligations and covenants hereunder.

5. BUILDING ACCESS AND SERVICES. Landlord shall provide building access and services to the Leased Premises from 7:00 a.m. to 5:00 p.m., Monday through Friday. Additionally, Landlord shall provide access to the Leased Premises seven day per week, twenty-four hours per day, for authorized employees of Tenant.

6. DUTIES OF TENANT.

- a. Tenant shall allow access to the Leased Premises by Landlord or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.
- b. Tenant shall not use the Leased Premises at any time for any purpose forbidden by law.
- c. Tenant shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by Landlord or obtained and paid for by Tenant.

7. DUTIES OF LANDLORD. Landlord shall, at its expense, provide the following:

- a. Management.
 - i. Landlord agrees that in exercising its management responsibilities of the property of which the Leased Premises is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including, but not limited to: building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.
 - ii. Landlord shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including recycling of recyclable materials, in the operation and maintenance of the Building and the Leased Premises.
- b. Utilities. Landlord shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.

- c. Electrical Service. Landlord shall provide adequate electrical service to the Leased Premises to accommodate Tenant's needs and the Building of which the Leased Premises is a part.
- d. Telephone Service. Landlord shall provide local telephone service to Tenant, which service shall be provided at no addition cost to Tenant. Tenant is responsible for any and all long distance service charges incurred by Tenant. An itemized invoice for any long distance telephone charges incurred by Tenant will be presented to Tenant at least 14 days before the quarterly rent payment is due, and such charges shall be paid by Tenant at the same time Tenant pays its quarterly rent payment.
- e. Data (Internet) Service. Landlord shall supply all jacks and internal cabling necessary for Tenant to have internet access in the Leased Premises for computer and/or telephone service. However, any and all costs for internet provider service shall be the sole responsibility of Tenant.
- f. Heating and Cooling.
 - i. The Leased Premises shall be served by heating and cooling facilities of a sufficient design capacity to maintain the Leased Premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by Tenant of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining the optimal use.
 - 1. For purposes hereof, the acceptable space temperature settings for various leased space are as follows:
 - a. Heating temperatures will be set at the following maximum temperatures:
 - i. 68°F to 70°F for all occupied areas and cafeterias with the goal of maintaining the space temperature within the range of 70°F to 74°F during working hours.
 - ii. 65°F to 67°F for all lobby, corridor and restroom areas.
 - iii. 60°F to 62°F for all building entrances, storage areas and tunnels.
 - iv. Temperature settings for all the above referenced spaces must be lowered to 60°F to 62°F during non-working hours.
 - v. 55°F for all unoccupied spaces.
 - vi. 55°F for all vacated spaces.
 - b. Cooling temperatures will be set at the following minimum temperatures:

- i. 76°F to 78°F for all occupied space excluding re-heat systems with the goal of maintaining the space temperature less than 78°F during working hours.
- ii. Temperature settings for all the above referenced spaces will be increased to 85°F during non-working hours.

g. Lighting.

- i. Landlord shall provide the Leased Premises with overhead lighting within the range of 20 to 50 foot-candle power at 30" above finished floor (AFF).
 - ii. Landlord shall re-lamp light fixtures and replace light ballasts as needed.
- h. Restrooms. Landlord shall provide the Leased Premises with separate restroom facilities for men and women. Such facilities shall be situated within the Leased Premises or be easily accessible therefrom. Ventilation for restrooms must be in accordance with applicable building codes.
- i. Janitorial Service. Landlord shall provide regularly scheduled janitorial services and supplies to the Leased Premises and common areas of the Building.
- j. Window Cleaning. Landlord shall, at its expense, semi-annually wash the inside and outside of exterior windows of the Building, including ledges and sills.
- k. Trash Services. Landlord shall, at its expense, provide trash disposal services.
- l. Fire Safety. Landlord shall, at its expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.
- m. Landscaping/Grounds Maintenance. Landlord shall, at its expense, maintain the landscaping, grounds, walkways and parking lot(s) surrounding the Leased Premises and the Building in good appearance, condition and repair.
- n. Snow Removal. Landlord shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice. Snow plowing, snow shoveling and ice removal must be completed by 7:00 a.m. unless snow or wind conditions make this impossible. If the snow and ice removal is not completed by 7:00 a.m., Landlord will make every effort to complete the snow removal as soon as possible.
- o. Signage. Landlord shall provide internal signage, including identification, room numbers (if applicable) and directional signs. All other signage shall be provided at the expense of the Tenant, but shall be subject to the written approval of the Landlord.

- p. Parking. Landlord shall provide off street surface parking in the parking lot adjacent to the Building for the use of Tenant, its invitees, licensees and guests. It is understood by Landlord and Tenant that there is no additional rent payable for parking provided in this Lease.

8. REPAIRS, ALTERATIONS AND IMPROVEMENTS. Tenant accepts the Leased Premises in as is conditions as of the commencement of this Lease. Landlord shall keep the Leased Premises, including all common area, in reasonable repair during the term of this Lease and maintain the premises in compliance with the applicable health and safety laws of the United States, the State of Minnesota, and the local units of government where the premises is located. Landlord shall be responsible for all maintenance and repairs to the heating system, building, parking lot, and electrical and mechanical systems. Tenant shall not make any alterations, additions, or improvement in or to the Lease Premises or the building containing the Lease Premises, without the written approval of the Landlord.

9. TERMINATION. Unless otherwise provided herein, this Lease shall terminate upon the following:

- a. Default. Upon default, as provided in Paragraph 16, below.

10. SUBLETTING AND ASSIGNMENT. Tenant may not assign or sub-let the Leased Premises, or any part thereof, without the prior written consent of Landlord.

11. INSURANCE.

- a. Property Damage It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them, by way of subrogation or otherwise, for loss or damage, even if the loss or damage shall have been caused by the fault or negligence of the other party or by anyone for whom the party may be responsible.
- b. Liability Landlord and Tenant 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. Landlord's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Chapter 466, and other applicable laws.

12. INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees, against any and all liability, loss, costs, damages, expenses, claims, or actions which the other party, its officers and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the party, its agents, officers, or

employees, in the execution, performance, or failure to adequately perform its obligations pursuant to the terms of this Lease.

13. HOLDING OVER. If Tenant remains in possession of the Lease Premises following expiration of this Lease and without the execution of a new Lease between it and Landlord, then Tenant shall become a tenant from month-to-month and all other obligations of this Lease shall continue in full force and effect.

14. SURRENDER OF LEASED PREMISES.

- a. Personal Property. Any equipment and furniture, including, but not limited to, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by Landlord or by Tenant, shall remain the property of Tenant. Tenant shall remove its Personal Property, vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear, tear and damage by the elements excepted.
- b. Alterations. Additions and Improvements. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by Landlord or Tenant, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of Landlord, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by Tenant.

15. DAMAGE OR DESTRUCTION OF PREMISES. If the Lease Premises, or any part thereof, shall be partially destroyed by fire, storm, earthquake, or other casualty not due to Tenant's negligence or willful act or that of their employees, agents, visitors or invitees and the premises may be made suitable for Tenant's business within 120 days from the date of such damage or destruction, the premises may be repaired by Lessors, and there shall be an abatement of rent corresponding with the time during which and the extent of which, the Leased Premises may have been untenable. If Landlord does not restore the premises within 120 days from the date of damage or destruction, Tenant may, upon fifteen (15) days written notice, terminate this Lease retroactive to the date of the casualty, unless the restoration work is completed within the fifteen (15) day notice period.

If the leased premises shall be damaged other than by Tenant's negligence or willful act or that of their employees, agents, visitors or invitees, and Landlord decides not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated to the date of casualty.

In either case, Landlord must Tenant written notice of its intent to repair and/or rebuild or not repair and/or rebuild, within 30 days of the date of the casualty.

16. DEFAULT.

- a. Tenant's Breach: Should Tenant breach any of the terms of this Lease, including the covenant to pay rent, Landlord shall give Tenant written notice of such breach. If such breach involves the non-payment of rent due hereunder, Tenant shall cure such breach within 15 days of the mailing of said notice. If such breach does not involve the payment of rent hereunder, then Tenant shall commence to cure such breach within 30 days following the giving of such notice, and having commenced, shall diligently proceed with and complete the curing of such breach forthwith. If Tenant fails to cure such breach after notice as herein provided, Landlord shall have the right to cure such breach or to terminate this Lease and to re-enter said premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and Landlord shall not be liable for damages by reason of such re-entry. But, notwithstanding such re-entry by Lessors, the liability of Tenant for rent provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease. If Landlord cures such breach, Tenant shall, upon demand, reimburse Landlord for the cost of curing such breach within 30 days of written notice of the expenditure and amount of such costs.
- b. Landlord's Breach: Should Landlord breach any of the covenants or obligations of this Lease, Tenant shall give Landlord written notice of such breach. Landlord shall commence to cure such breach within 30 days following the giving of such notice, and having commenced, shall diligently proceed with and complete the curing of such breach within a reasonable time. If Landlord fail to cure such breach after notice as herein provided, Tenant shall have the right to cure such breach or terminate this Lease. If Tenant cures such breach, Landlord shall, upon demand, reimburse Tenant for the cost of curing such breach, or Tenant may, at its option, set up such cost against future rent due hereunder.
- c. Force Majeure: The time within which the parties hereto shall be required to perform any act or acts under this Lease except for payment of monies shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, delays or restrictions by governmental authorities, inability to obtain or use necessary materials, or any other cause beyond the reasonable control of a party unless the occurrence could have been foreseen and reasonable action could have been taken to prevent the delay, provided, however, that the party entitled to such extension hereunder shall give notice to the other party of the occurrence causing said delay. Any such extension of time to perform shall not serve to extend the term of this Lease.

17. **NOTICES**. Any notice by either party to the other shall be in writing and shall be deemed duly given if delivered personally or carried by registered or certified mail, return receipt requested. The address of each party hereto is as follows:

- a. Landlord: Polk County
Polk County Government Center
612 North Broadway, Suite 215

Crookston, MN 56716

- b. Tenant: Northwest Mental Health Center, Inc.
603 Bruce Street
P.O. Box 603
Crookston, MN 56716

18. GENERAL PROVISIONS.

- a. All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in f.
- b. The captions of this Lease are only as a matter of convenience and for reference and are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
- c. This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Rent, Tenant's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.
- d. The provisions of this Lease shall apply to, bind, and inure to the benefit of the Landlord and Tenant, and their respective successors and assigns.
- e. This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant. The sole relationship between the parties is that of Landlord and Tenant.
- f. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- g. The validity performance, interpretation, and enforcement of this Lease shall be governed by the laws of the State of Minnesota.

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

LANDLORD:

COUNTY OF POLK: A government until under the laws of the State of Minnesota

By: _____
Gerald Jacobson, Polk County Chair
Polk County Board of Commissioners

Date:_____

ATTEST:_____ ,
Charles S. Whiting
Polk County Administrator

TENANT:

NORTHWESTERN MENTAL HEALTH CENTER, INC., a non-profit corporation under the laws of the State of Minnesota

Shauna Reitmeier, Chief Executive Officer
Northwestern Mental Health Center, Inc.

Date:_____