



**Minnesota Alliance on Crime
Board Meeting Agenda
January 11, 2018
Phone Meeting
1-888-204-5987 Access# 4133168**

<i>Agenda Item</i>	<i>Who Leads</i>	<i>Time</i>
I. Introductions/Call to Order	Board Vice President	5'
II. Review- Changes/Additions- Action Needed	Board Vice President	5'
III. Consent Agenda Items		30'
<ul style="list-style-type: none"> Secretary's Report- Action Needed Treasurer's Report- Action Needed Director's Report 	Secretary Treasurer Executive Director	
IV. Updates	Committees & Staff	15'
<ul style="list-style-type: none"> Executive Committee Finance Committee Public Policy Committee Outreach and Fundraising Committee Board Development Committee 		
V. Action Item	Board Treasurer	15'
<ul style="list-style-type: none"> Policy change for meal reimbursement 		
VI. Focused Discussion – No agenda item for January		
VII. Adjourn	Board Vice President	

MAC Board Meeting – Northwest Area Foundation, St. Paul
December 14, 2017 – Meeting Minutes

- I. **Called to Order by MAC Board President, Dianna Umidon at 10:04 a.m.**
- a. Those present: Emily Douglas, Dianna Umidon, Diane Homa, Melissa Cornelius, Chris Jensen, Rachael Joseph, Pamela Higgins-Maldonado, Shawn Becker
 - b. By Phone: Shane Baker, Karla Bauer, Vanessa Barr
 - c. Executive Director: Bobbi Holtberg
 - d. MAC Staff: Danielle Kluz
 - e. Additional Attendees: Kathryn Primas, St. Paul City Attorney's Office
- II. **Review Agenda – Changes/Additions**
- a. Additions – Add discussion item re: relocating MAC Office
 - i. **Motion to approve modified agenda**
 - ii. 1st Chris Jensen
 - iii. 2nd Diane Homa

Approved
- III. **Consent Agenda Items**
- a. Secretary's Report: Reviewed October 2017 report
 - i. **Motion to approve Secretary's Report from October 2017**
 - 1. Motion 1st: Karla Bauer
 - 2. 2nd: Melissa Cornelius

Approved
 - b. Treasurer's Report
 - i. From Bobbi: Online donations from Give to the Max Day will be processed on or around 12/15/17 and will show up as a deposit early next week. \$450 donations by written checks show on current report. Made deposit of additional checks yesterday which is not yet reflected.
 - ii. **Motion to approve Treasurer's Report from October and November 2017**
 - 1. Motion 1st Shane
 - 2. 2nd Emily

Approved
 - c. Director's Report
 - i. Julia will talk about/demonstrate Last Pass to the Board at the January meeting – basically a subscription service \$2/user/month – encrypted password technology specific to each user.
 - ii. Sadie's internship is done – she was working on research and comparison between MN and 14 other states that don't have amendment – mostly completed.

1. Sadie was the first intern that has been part-time and still had a full course load and second internship at WATCH.
 2. Sade did a great job on a lot of work while she was with MAC, including the newsletter with collecting jobs, trainings, etc.
 3. If anyone knows of a potential intern, please let Bobbi know – would like to get someone in in January - Danielle will send out the internship posting.
- iii. Danielle highlighted that MAC has had four new member programs join us and we are now up to 73 member programs – also potentially two more programs interested.
 - iv. *Fundamentals in Victim Services* scheduled for February 21st & 22nd 2018 in St. Cloud – registration information will be going out soon.
 - v. November 17, 2017 Training: *How the Accumulation of Stress Affects Our Future*, Karrina Forrest-Perkins
 1. 60+ attendees.
 2. Great feedback; would like to have her back and offer as a stand-alone training in addition to the *Fundamentals* training.
 - vi. Rachael offered to be a resource for anyone that would like to talk about loss of life from a survivor standpoint – professionals or victims.
 1. Rachael has offered to do a webinar in March (with Danielle's help) on the topic of working with victims experiencing a loss of life.
 - vii. NITVAN Project Update
 1. Julia is leading this project.
 2. Board will get monthly updates on the project.
 3. First partners meeting held on NITVAN project with MITCIRN group.
 4. Planning training for March 8, 2018 with specific tracks for disciplines – just now starting to create agenda – will be held at Neighborhood Space – going to do a really hard (hard) push to get law enforcement and prosecutors there.
 5. Suzanne Elwell working on ID Theft Webinar for 1/4/18

IV. Updates

- a. Give to the Max Day (Danielle Kluz & Bobbi Holtberg)
 - i. Give to the Max Day resulted in \$3,817!!! AWESOME!!!
 - ii. Donations increased 416% from last year, including 100% board giving and a \$1,000 anonymous donation.
 - iii. Next year we can try to go for \$5,000!
- b. Executive Committee (Dianna Umidon)
 - i. No official meeting
 - ii. Communicating through emails

- iii. Have been working on office relocation options and per diem (further discussion later in the meeting).
- c. Board Development Committee (Karla Bauer)
 - i. No update – no meetings.
- d. Budget and Finance Committee (Chris Jensen)
 - i. No update – no meetings.
- e. Public Policy Committee (Dianna Umidon)
 - i. One brief meeting to introduce everyone, review last year.
 - ii. Meeting again in January (skipping December due to the holidays).
 - iii. It will be a short session this year.
 - iv. Bobbi updated that she and Suzanne would like to meet with Quam and Senjem (see letter in packet) in early January to discuss efforts, and would like to have time to get experts to advise on best remedy for victims. Quam and Senjem have been quiet – everyone is kind of holding their breath right now to see where the dust settles.

V. Discussion & Action Items

- a. Modify Bylaws – Travel/Per diem
 - i. Page 7 of bylaws outlines current MAC per diem policy (up to \$35/day), which is not in sync with State's Travel Policy (Commissioner's Plan) of \$36/day and up to \$44/day in high cost areas. Since OJP funds were used to pay for Danielle Kluz to attend the NCVC Conference in Portland last week, MAC needs to use State's Travel Policy. Bobbi would like to modify MAC's travel policy to either a) say that MAC will reimburse at the same rate as the Commissioner's Plan, or b) say MAC will reimburse at the federal level and make up the difference with unrestricted funds.
 - 1. Chris suggested Commissioner's Plan be attached to the bylaws as an addendum and add language to allow for payment in accordance with the Commissioner's Plan when OJP funds are used for travel.
 - 2. Bobbi would like to go to a per diem for ease of bookkeeping and ease of employees while traveling.
 - 3. Dianna will share a worksheet she uses for calculating per diem in her agency.
 - 4. Bobbi will verify with grant manager at OJP re: if receipts are necessary.
 - 5. Chris will work on proposed language to modify per diem policy.
 - ii. **Motion to carry over this issue to January Board meeting**
 - 1. Motion 1st Karla Bauer
 - 2. 2nd Pamela Higgins-Maldonado

Approved

b. Relocating MAC Office

i. Bobbi has been in conversation with the Executive Committee for the last couple months about relocating MAC.

1. Current rent is \$800/month - lease is technically up in September 2018, but there is no penalty for early termination.

2. Reasons to relocate:

a. MAC is outgrowing the space - combined 408 square feet and share other space with MADD – feeling a little squeezed.

b. MAC is establishing an identity; it's time for MAC to step out and get own space that will allow growth and be more inviting.

c. Atmosphere and feeling of office is not welcoming or inviting.

d. Issues with building itself:

i. Mice infestation

ii. Building is not well cared-for

iii. One bathroom for entire building shared with an oral surgeon (50% of time someone in the bathroom having issues from procedures)

ii. Potential new space has been identified:

1. Bobbi reached out to a realtor at Carlson Commercial Properties who located 7 or 8 properties for MAC to look at. The one they have interest in is located at 1 West Water Street (one block north from where MAC is now) with two spaces available in that building. The smaller of the two spaces meets MAC's needs now.

- Space has light, bright atrium, feels good, bathroom is okay, very well-maintained building.

- MAC would have access to conference room.

- Parking is surface lot and not an issue, more room than MAC has now.

- Additional storage space if needed in basement of building.

- Otis would be welcomed in the space.

- Building is handicap accessible, located on 2nd floor.

- Danielle and Julia volunteered to share an office and this space has a large office with two workstations built in already.

2. Dianna and Kelly also did a walk through. Bobbi asked landlord about new carpet and paint and to pull out built-ins – landlord said he would paint and have carpets cleaned, but that tearing down built-ins would do damage to the walls.

3. Costs:

- a. Installing Internet: Bobbi met with UpTech (also a tenant of the building) who provided estimate of \$200 to wire offices and conference room and get router for wireless internet + \$120 to move computers/phones/technology
- b. Moving Furniture: The contact from UpTech also provided an estimate of \$222.50 to move MAC's furniture
- c. Rent: Landlord charging \$16/sq. ft. and includes everything but internet access, which is estimated is \$55.80/month.
 - i. Total would be \$1244/month, which is approximately \$5,000/year more than current space costs, and would need to be paid by unrestricted funds. However, funds for incoming dues will be increased due to increased membership and the change in dues structure last fiscal year.
- d. March 1, 2018 would be move-in day. Bobbi would like to give MADD a two month notice
- iii. **Motion to approve the move of March 1, 2018 for new space and exiting current lease, as well as all moving expenses.**
 - 1. Motion 1st Chris Jensen
 - 2. 2nd Shawn Becker

Approved
- iv. Bobbi will give exiting notice to MADD this afternoon.
- v. Board meetings will be held in the new space after the move in March 2018.

VI. Focused Discussion

- a. Discussion to Change Outreach and Engagement Committee to Fundraising
 - i. Danielle suggested this change based on need for board to be more engaged in fundraising now that Danielle is handling membership and engagement.
 - ii. Shawn said he is comfortable remaining as the Chair of that committee, but that he has struggled to get engagement from the board.
 - 1. Bobbi suggested we invite members to join the committee with clear goals and expectations to look for specific skill in fundraising.
 - iii. **Motion to change the name to Outreach and Fundraising Committee.**
 - 1. Motion 1st Shawn Becker
 - 2. 2nd Diane Homa

Approve
- b. Board Member Resignation - Angela Miller
- c. New Board Member interest from Rebecca Fisher (sp?), criminal defense attorney in Ramsey County who is also a gun violence survivor, friend of Rachael Joseph, and has background in employment law.

- i. Bobbie sent Rebecca Board Director job description and application earlier this week.
- ii. Bobbi thinks it would be helpful to add defense perspective to board of directors, losing two attorneys next year when Chris and Shane take time off from the board.
- iii. Hope to be in a position at January board meeting to vote on the addition of Rebecca Fisher as an ad hoc member.
- d. Time & Day of Board Meetings: Rachael Joseph has expressed difficulty in making meetings due to her obligations with children and would prefer meetings Mondays, Wednesdays, or Fridays. Melissa Cornelius and Karla Bauer like the current day and time. Shane has other obligations on the second Thursday of the month that makes it difficult to be here in person.

VII. Adjourn

a. Motion made to adjourn the meeting at 11:51 a.m.

- i. Motion 1st Diane
- ii. 2nd Pamela

Approved

Next Meeting: January 11, 2018 @ 10:00 a.m. – 12:00 p.m. – MAC Office

- Kelly Nicholson will be chairing the January meeting because Dianna will be unavailable.
- Dianna will email board members to ask for agenda items.
- January and February meetings will be at the MAC office and March will be in the new space.
- Bobbi brought holiday goodies for directors.

**MN Alliance on Crime
Financials Summary
December, 2017**

Income:

Donations	345.00
Membership Dues	175.00
NITVAN Income	841.40
In Kind Donations Income	226.80
Interest Income	3.34
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	1591.54

Expenses:

OJP Grant Expenses	15403.74
Training Grant Expenses	1200.00
NITVAN Grant Expenses	2688.57
Unrestricted Expenses	226.80
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	19519.11

Total Expenses:

Personnel	12152.46
Payroll Taxes	901.22
Health Insurance Premiums	1271.88
In Kind Intern Expenses	226.80
Rent	800.00
Contract Services	2040.00
Dues & Subscriptions	9.33
Equipment	0.00
Liability Insurance	0.00
Workers Comp Insurance	0.00
Miscellaneous	144.30
Annual Meeting Expense	0.00
Other Training Reimbursement	0.00
Office & Program Supplies	185.16
Telephone Expense	260.82
Travel & Training Expenses	1456.14
Bank Service Charges	31.00
Aplos Software Expense	40.00
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	19519.11

Available Balances:

OJP Grant	333980.51
NITVAN Grant	44297.63
Training Grant	11264.57
Unrestricted-Checking	29297.13
Savings Account	15155.24
	<hr/>
	433995.08



Executive Director's Report January 2018

Updates

December was a quiet month so there are only a few updates to share:

- **LastPass:** At the January meeting, Julia will provide information regarding how MAC is now using LastPass to safe guard our accounts.
- **Office Space:** I have attached the signed lease for the new office space. We can begin moving in as soon as the paint dries and all wiring will be completed by 1/20/18. I will be working with Jim Miller to identify a firm move in date. I will be working with Julia to make sure change of address notices are sent to all applicable vendors and OJP.
- **Workers' Compensation Insurance Policy:** MAC's policy through Hartford will renew on 1/31/2018. The annual premium amount is \$438. The policy is located on the board page of the MAC website.
- **Succession Plans:** Danielle and Julia have completed initial succession plans. We will review our plans semi-annually to ensure they are updated.
- **OJP 2018 Conference:** Julia will be submitting a workshop proposal and will plan to attend the conference. Danielle will plan to attend the conference, with additional duties associated with participation in the conference planning committee. I will not be attending the conference this year.

MITCIRN (MN Identity Theft and Cybercrime Resource Network)

- **MITCIRN Invitation:** An invitation to participate in MITCIRN was sent out to MAC members and stakeholders on December 14th. Currently 27 organizations are signed up to participate in the network.
- **Foundational Training Webinar Series:**
 - "Building Identity Theft Advocacy Skills" with Suzanne Elwell presented Thursday, January 4th, 2018, 12pm-1pm (79 registrants)
 - "Consumer Protections and Criminals' Tactics: the AARP Fraud Watch Network" with Jay Haapala (Associate Director of Community Outreach at AARP and coordinator of the Fruad Watch Network) scheduled for Thursday, February 1st, 2018, 12pm-1pm
 - March webinar TBA (hoping to get someone to train on criminal identity theft)
- **MITCIRN Advanced Training & Network Launch:** Scheduled for Wednesday, April 11th, 2018 (during National Crime Victims' Rights Week) at the Wilder Center in St. Paul, MN. The morning will consist of a network meeting and committee meetings. In the afternoon, there will be a plenary training session on working with Native victims of identity theft, as well as breakout sessions with the following three tracks: Investigation/Prosecution; Victim Services; and Consumer Protection/Prevention.

Training and Engagement

- **Webinars:** The December webinar was held on December 6, 2017. The topic was *Creating Effective Surveys*, with presenters Al Onkka and Sarah Cohn from Aurora Consulting. The January 2018 webinar will be held on January 4th with Suzanne Elwell of OJP presenting *Building Identity Theft Advocacy Skills*.
- **Membership Outreach:** The Stevens County Attorney's Office joined MAC, bringing us to 73 member programs. We also expect the Bloomington City Attorney's Office, Kanabec County Attorney's Office, and Renville County Attorney's Office to join MAC soon.
- **National Center for Victims of Crime 2017 Training Institute:** Danielle and Julia attended this conference, held in Portland, OR, December 5-7, 2017. They brought back numerous resources and made good connections to strengthen their work at MAC. In addition, a number of MAC members were present at the conference and we were able to spend time networking with them.
- **Newsletter:** Danielle released the January 2018 MAC newsletter.
- **OJP Training Grant FY18 Q1 & Q2 Report:** Danielle has completed this report, which is on MAC's training and technical assistance activities July 1-December 31, 2017. MAC provided training to 30% more members and allies during this time period than in the same period in 2016.
- **Fundamentals in Victim Services Training:** Will be held in St. Cloud February 21-22, 2018 and is intended for government advocates. Registration is now open.

MAC activity report *Bobb*

Week	(All)
Date	(All)

Row Labels	Sum of Time
Email	24
Meeting	15.5
Meeting Prep	5.5
Research & Development	33
Training	5
(blank)	
Victim Service	2
Administrative	55
Technical Assistance	7
PTO	10
Holiday	8
Grand Total	165

Danielle Kluz
Activity Summary December 2017

Label	Total Hours
Admin	15
Email	14
Holiday	16
Meetings	8
Meeting Prep	3
Outreach to Membership	37
PTO	0
Public Policy	1
Research & Development	3
Technical Assistance	0
Training	60
Travel	11
TOTAL	168

Julia Activity Report (December 2017)

Week	(All)
Date	(All)

Row Labels	Sum of Time
(blank)	
Travel	11
Holiday	8
Professional Development	23.5
PTO	56
Administration	18
NITVAN	42
Meeting	7
Grand Total	165.5

BY AND BETWEEN

AND

December 26, 2017

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between One West Water Street LLC ("Landlord") and MN Alliance on Crime, a Minnesota non-profit corporation ("Tenant") as of this 26th day of December, 2017.

WITNESSETH:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DATA SHEET

(A) Premises: 933 rentable square feet of office space designated on Exhibit A, attached hereto and by this reference made a part hereof, being a portion of the Building and known as Suite #260. The rentable/usable ratio is equal to 1.15.

(B) Building: One West Water Street, Saint Paul, Minnesota 55107.

(C) Lease Term: One (1) year, commencing on March 1, 2018 (the "Commencement Date") and expiring on February 28, 2019 (the "Termination Date"). Tenant may occupy Premises at no charge after the execution of this Lease prior to the Commencement Date. Tenant may continue to lease the Premises on a month to month basis on the same terms and conditions in this Lease after the Termination Date.

(D) Security Deposit: \$0, payable on the date hereof.

(E) Monthly Base Rent: \$1,244.00

(F) Improvements As is, except that Landlord, at Landlord's expense, agrees to patch and paint the interior walls of Premises. Telephone and data installation shall be the responsibility of Tenant.

The information in the foregoing Data Sheet is incorporated and made a part of this lease agreement (the "Lease"). If there is a conflict between this information and the remainder of the Lease, the foregoing information in the Data Sheet shall control.

1. Premises. Landlord hereby demises and leases the Premises to Tenant, and Tenant hereby rents and takes the Premises from Landlord, Suite #260 in the Building as shown in the attached Exhibit A and comprised of approximately 933 square feet (measured on a rentable basis) subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease. Provided Tenant keeps and performs all of said terms, covenants and conditions, Tenant shall, and may peacefully have, hold and enjoy the Premises without hindrance by Landlord or any party claiming through or under Landlord. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date. Tenant will also have the non-exclusive right to use the common and public areas of the Building.

2. Term. The term of this lease (the "Lease Term") shall begin upon the Commencement Date and shall continue until the Termination Date, unless sooner terminated as herein set forth. If the Landlord, for any reason whatsoever, cannot deliver possession of the said Premises to the Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration date of the above Lease Term be in any way extended, but in that event, all rent shall be abated during the period between the Commencement Date and the time when Landlord delivers possession. Landlord shall permit Tenant to occupy the Premises prior to the Commencement Date and such occupancy shall be subject to all the provisions of this Lease. Any such early occupancy shall not advance the Termination Date.

3. Base Rent. Tenant shall pay the Landlord for the entire term hereof a fixed rent (herein called "Base Rent") in the amount set forth in the Data Sheet. Base Rent shall be paid in monthly installments, in advance, on the first day of each calendar month during the Lease Term. If the initial or last month of the Lease Term is less than a full calendar month, Base Rent for such partial month shall be prorated at the rate of one-thirtieth of the monthly Base Rent for each day, payable in advance. Rent will not begin until the Commencement Date.

4. Use. Tenant shall use the Premises only for general office use (including ancillary use of pantry) for the purpose of administration.

5. Operating Costs. Intentionally Deleted.

6. Additional Taxes. Intentionally Deleted

7. Obligations of Landlord. Landlord agrees that it shall:

- (a) Subject to any laws or governmental regulations now or hereafter in effect, furnish heat and air conditioning in season, at such temperatures and in such amounts as are generally standard for comparable buildings which maintains a temperature that, in Landlord's judgment, allows for comfortable occupancy of the Premises for normal business operations daily from 8:00 a.m. to 6:00 p.m. (Saturdays to 1:00 p.m.), Sundays and holidays excepted.

- (b) Provide passenger elevator service in common with other occupants of the Building.
- (c) Provide after normal business hours normal janitor service (including, but not limited to, rubbish removal, vacuuming and dusting) in and about the Premises, Saturdays, Sundays and holidays excepted.
- (d) Provide chilled water for drinking; hot and cold water for the lavatory; and water for the toilet drawn through fixtures installed by Landlord.
- (e) Provide electricity for the Premises for normal lighting and office use. If Tenant shall require electric current in excess of that customarily supplied to other tenants of the Building for use of their premises for general office purposes, Landlord may cause an electric-current meter to be installed in the Premises so as to measure the amount of excess electric current so consumed by Tenant. Tenant agrees to pay to Landlord promptly upon notice thereof the costs of all such excess electric current consumed, as shown by said meter, at the rates charged for such services by the local public utility furnishing the same, plus any additional expense incurred by Landlord in keeping account of the excess electric current so consumed. Tenant will use its best efforts to prevent waste of electricity.
- (f) Provide exterior window cleaning service.
- (g) Comply with all laws as they apply to the Building and its common areas and all mechanical and life/safety systems securing the Building and keep the exterior and demising walls, load bearing elements, foundations, exterior windows, elevators, roof and common areas that form a part of the Building, and the mechanical, electrical, HVAC, fire/life safety and plumbing systems, pipes and conduits that are provided by Landlord in the operation of the Building, clean and in good operating condition and make all required repairs thereto.

Tenant understands and acknowledges that Landlord does not warrant that any of the services referred to above will be free from interruption from causes beyond the reasonable control of Landlord. Such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof or render Landlord liable to Tenant for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease, provided that if the Premises, or a material portion of the Premises, is made untenable for a period in excess of three (3) consecutive business days (or three (3) days in any five (5) day period, whether or not consecutive) as a result of any such interruption, then Tenant shall be entitled to receive an abatement of rent (prorated based upon the portion of the Premises rendered untenable) payable hereunder during the period beginning on the 4th consecutive business day of the interruption and ending on the day the service has been restored..

8. Obligations of Tenant. Tenant agrees that it shall:

- (a) Comply with all laws, ordinances and regulations applicable to the Tenant's manner of use of the Premises and the occupancy thereof and will observe such rules and regulations as from time to time may be put in effect by Landlord for general safety, comfort and convenience of Landlord, occupants and tenants of the Building. Landlord will not enforce any rule or regulation in a manner that discriminates among tenants.
- (b) Give Landlord access to the Premises at all reasonable times upon reasonable notice (except in the case of an emergency), without charge or diminution of rent, to enable Landlord to examine the same and to make such repairs, additions, and alterations as Landlord may deem advisable.
- (c) Keep the Premises in good order, repair and condition (damage thereto by fire, earthquake, act of God or the elements excepted) and replace all glass broken by Tenant with glass of the same quality as that broken, except glass broken by fire or by the risks covered by extended coverage endorsements to the Landlord's fire insurance policies, and commit no waste on the Premises.
- (d) Intentionally Deleted
- (e) Upon the termination of this Lease in any manner whatsoever, remove Tenant's goods and effects and those of any other person claiming under Tenant, and quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same exists at the Commencement Date or as the same may hereafter be put in by Landlord or Tenant, reasonable use, wear and tear thereof and repairs which are Landlord's obligations and damage by fire, earthquake, acts of God, or the elements excepted. Goods and effects not removed by Tenant at the termination of this Lease, however terminated, shall be deemed abandoned and Landlord may dispose of the same as it deems expedient.
- (f) Neither voluntarily nor by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the employees, agents, servants, and invitees of Tenant excepted) to occupy or use the Premises or any portion thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Further, if Tenant shall propose to assign or sublet this Lease or any interest therein, it will so notify Landlord, in writing, and Landlord shall have the right by giving notice to Tenant thirty (30) days after receipt of Tenant's notice to regain possession of the Premises and terminate the Lease as of the date on the proposed assignment and subletting. In no event shall any assignment or other transfer by Tenant operate to release or otherwise affect Tenant's liability hereunder without Landlord's specific prior written acknowledgment.

- (g) Not place signs on the Premises. Landlord will provide building standard signage on or adjacent to Tenant's entrance door.
- (h) Not overload, damage or deface the Premises or do any act which may make void or voidable any insurance on the Premises or the Building or which may result in an increased or extra premium payable for Landlord's insurance covering the Building.
- (i) Not make any alteration of or addition to the Premises without the prior written approval of the Landlord, which approval shall not be unreasonably withheld. All alterations, additions or improvements which are made by Landlord or Tenant to the Premises, except movable office furniture, shall become the property of the Landlord upon installation and shall remain upon and be surrendered with the Premises, as a part thereof, at the termination of this Lease. Landlord's consent shall not be required for any alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (i) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpet; (ii) is not visible from the exterior of the Premises or Building; (iii) will not affect the systems or structure of the Building; and (iv) does not require work to be performed inside the walls or above the ceiling of the Premises.
- (j) Keep the Premises and the Building free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.
- (k) Tenant, at its own expense, may install drapes and window coverings (and if installed shall maintain them in attractive and safe condition); provided, however, in the sole discretion of Landlord they are in harmony with the exterior and interior appearance of the Building and create no safety or fire hazard.

9. Casualty Loss. In case of damage to the Premises or the Building by fire or other casualty, Tenant shall give immediate notice to Landlord who may thereupon cause the damage to be repaired with reasonable speed at the expense of the Landlord subject to delays which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of Landlord, and to the extent that the Premises or a portion thereof are rendered untenable, the "Rent" (as defined in the Data Sheet hereof) shall proportionately abate. In the event that Landlord shall decide not to repair or rebuild, or if the repairs cannot be made within 180 days after such damage occurs, this Lease shall, at the option of either party, be terminated as of the date of such damage by the giving of written notice to the other party, and the rent shall be adjusted to the date of such damage and Tenant shall thereupon promptly vacate the Premises.

10. Waiver of Claims. Notwithstanding any contrary provision herein, Tenant hereby waives any claims against Landlord relating to, and Landlord shall not be liable to Tenant for, any damage to any equipment, inventory, tenant fixture or other personal property situated in the

Premises or in, on or about the Building due to any condition, design or defect in the Building or leakage of the roof, windows and pipes, or of damage from gas, oil, water, steam, smoke or electricity, or due to any other cause whatsoever, including Landlord's negligence, and Tenant assumes all risks of damage to such property. Landlord hereby waives any claims against Tenant relating to, and Tenant shall not be liable to Landlord for, any damage to any property occurring in, on or about the Building due to any reason, including Tenant's negligence, and Landlord assumes all risks of damage to such property.

11. Indemnification. Subject to the waiver of claims set forth in Section 10 hereof, Tenant shall indemnify Landlord from and against any and all demands and liabilities arising from or relating to injury or loss of life to persons or damage to or loss of property to the extent occurring in the Premises or arising from Tenant's negligence or intentional misconduct; provided, Tenant's obligation to indemnify Landlord for injury or damage to the extent occurring in the Premises from causes other than Tenant's negligence or intentional acts shall be limited to the extent of insurance proceeds, if any, available pursuant to the terms of policies of liability insurance maintained by Tenant or required to be maintained by Tenant by the terms of this Lease. Subject to the provisions of Section 10 hereof and to the foregoing sentence, Landlord shall indemnify Tenant from and against any and all demands and liabilities arising from or relating to injury or loss of life to persons or damage to or loss of property to the extent arising from Landlord's negligence or intentional misconduct.

52. Tenant's Insurance. Tenant shall, at its sole cost and expense, maintain in effect at all times during the Lease Term a "Commercial General Liability Insurance" policy, on an "occurrence" rather than on a "claims made" basis, with a total combined policy limit of at least \$1,000,000.00, which policy shall include, but not be limited to, coverages for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this Lease), or an equivalent form (or forms), so long as such equivalent form (or forms) affords coverages which are at least as broad. Such policy shall name Landlord as an Additional Insured thereunder. Policies for such liability coverage shall be in a form and with an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days prior written notice to Landlord of termination or material alteration. The Tenant's liability insurance shall be primary with respect to Landlord and its agents and not participating with any other available insurance. Tenant shall deliver on the Commencement Date and on each anniversary thereof to Landlord certificates or other evidence reasonably satisfactory to Landlord, confirming the terms of such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect.

Landlord shall maintain All Risk property insurance on the Building and liability insurance in amounts determined by Landlord, but which shall be generally consistent with the amounts and types of coverages maintained by landlords of comparable commercial buildings in the area of the Building.

63. Eminent Domain. If the entire Premises are taken by eminent domain, this Lease shall automatically terminate as of the date the condemning authority acquires possession. If a portion of the Building or the Premises are taken by eminent domain, Landlord shall have the right to terminate this Lease as of the date the condemning authority acquires possession by

giving notice thereof to Tenant within ninety (90) days after such date of taking. If a portion of the Premises or the means of ingress to or egress from the Premises are taken by eminent domain, Tenant shall have the option of either terminating this Lease or continuing this Lease in full force and effect with respect to such portion of the Premises not taken. To the extent that a portion of the Premises are rendered untenable as a consequence of any such condemnation, the Rent shall proportionately abate. All damages awarded for a taking under the power of eminent domain shall belong to and be the exclusive property of Landlord, whether such damages be awarded as compensation for a diminution in the value of the leasehold estate hereby created or to the fee of the Premises; provided, however, that Landlord shall not be entitled to any separate award made to Tenant for the value and cost of the removal of its personal property and fixtures.

74. Default. In the event Tenant shall default (i) in making its payments hereunder and such default is not cured within ten (10) days after written notice to Tenant or (ii) in performing any of the other agreements, terms and conditions of this Lease, and such default is not cured within thirty (30) days after written notice to Tenant, except that if such default cannot be cured within such thirty (30) day period and Tenant begins such cure and is pursuing such cure in good faith and with diligence during such thirty (30) day period, then Tenant shall have such additional time as is reasonably necessary to effect such cure, then, in any such event, Landlord may, at its election and in addition to all other remedies available at law or in equity, cure any defaults of Tenant and charge the cost thereof to Tenant as additional rent hereunder, terminate this Lease through the delivery of written notice to that effect to Tenant and/or terminate Tenant's right to possession only, without terminating the Lease. In the pursuit of such designated remedies, the following provisions shall be applicable:

- (a) Re-Entry Without Termination. Upon any termination of Tenant's right to possession of the Premises without termination of this Lease, Landlord may, at Landlord's option, enter into the Premises, cure any defaults of Tenant and charge the cost thereof to Tenant as additional rent hereunder, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof without such entry and possession terminating this Lease or releasing Tenant, in whole or in part, from any obligation hereunder, including Tenant's obligation to pay Base Rent and all other sums payable by Tenant hereunder (collectively, "Rent") for the full Lease Term. Landlord [may, but need not,?] relet the Premises or any part thereof for such rent and upon such terms as Landlord, in its sole discretion, shall determine (including the right to relet the Premises as part of a larger area and the right to change the character or the use made of the Premises), and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. In any such case, Landlord may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent Landlord deems necessary or desirable, in its sole discretion. All rentals and other sums received by Landlord from any such reletting shall be applied as follows: first, to the payment of any indebtedness other than rent, due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such alterations and repairs; third, to the payment of

Landlord's expenses of reletting, including, without limitation, broker's commissions, reasonable attorneys' fees and lease inducements, such as moving or leasehold improvement allowances; fourth, to the payment of Base Rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Notwithstanding any such re-entry by Landlord, Landlord may at any time hereafter elect to terminate this Lease for such previous breach.

- (b) Damages in the Event of Termination. It is acknowledged that the damages that would be incurred by Landlord in connection with the termination of this Lease following a default by Tenant would be difficult to estimate or ascertain. In the event Landlord elects to terminate this Lease, whether subsequent to or contemporaneously with a termination of possession and re-entry pursuant to the foregoing Paragraph 14(a), Landlord may recover from Tenant, as liquidated damages, an amount equal to the sum of the following: (i) all unpaid Rent that is payable by Tenant hereunder and that accrues as of the effective date of termination; plus (ii) a sum of money equal to the entire amount of Rent that would be payable under the Lease for the balance of the Lease Term, which latter amount shall be immediately due and payable upon demand but which shall be discounted to present value using a discount rate equal to the discount rate of the Federal Reserve Banks of Minneapolis as of the date of termination plus one percent (1%).

85. Notices. All bills, statements, notices or communications which Landlord may desire or be required to give to Tenant shall be deemed sufficiently given or rendered if in writing and either delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the Premises, and the time of rendition thereof or the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant or deposited in the mail as herein provided. Any notice by Tenant to Landlord must be served by registered or certified mail addressed to Landlord at the address where the last previous rental hereunder was payable, or in case of subsequent change upon notice given, to the latest address furnished.

96. Holding Over. Should Tenant continue to occupy the Premises after expiration of the Lease Term or any renewal or renewals thereof, or after a forfeiture occurs, Tenant's occupancy shall, at Landlord's option, be deemed to create a tenancy from month to month. Such tenancy shall be upon the same terms and conditions of this Lease, and the monthly Base Rent during such month to month tenancy shall be the same as the monthly installment of Base Rent payable in the month proceeding the month in which such expiration occurred. If Landlord has given notice to Tenant terminating the Lease, then the foregoing shall not be construed as a consent by Landlord to any such holding over or as a waiver by Landlord of its right to reacquire possession of the Premises through summary proceedings.

107. Subordination. Tenant accepts this Lease subject and subordinate to all mortgages now or hereafter a lien upon or affecting the Premises, provided that the holder of any lien shall agree not to disturb Tenant in its possession of the Premises so long as Tenant shall not

be in default hereunder after notice and expiration of applicable cure periods. Tenant shall, at any time hereafter on demand, execute any instruments, releases or other documents that may be required by any mortgagee or landlord for the purpose of subjecting and subordinating this Lease to the lien and rights of any such mortgage or mortgagee. In the case of failure of Tenant to execute such instruments, releases or documents on demand, Landlord is hereby authorized as the attorney and agent of Tenant to execute such releases, instruments or other documents, and in such event Tenant hereby confirms and verifies any such instruments so executed by virtue of this power of attorney. However, in the event that any such mortgagee elects to have this Lease prior in lien to its mortgage, then in such event, upon such mortgagee notifying Tenant to that effect, this Lease shall be deemed prior in lien to said mortgage. Tenant further agrees to execute such other documents as any mortgagee may reasonably request confirming any aspects of Tenant's occupancy hereunder including, but not limited to, any attornment agreement.

18. Offset Statement. Tenant shall at any time and from time to time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing, (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults, if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Building. Failure to sign the statement or failure to specify any default claimed shall be deemed approval of the statement submitted to Tenant by Landlord.

119. Service Charge. Tenant agrees to pay a service charge equal to four percent (4%) of any payment of monthly Base Rent or additional rent payable by Tenant hereunder which is not paid within ten (10) days from the date due. The service charge shall be computed monthly.

2012. Limited Recourse. Notwithstanding anything to the contrary contained in this Lease, it is expressly understood and agreed by and between the parties hereto that: (a) if there should occur a breach by or on the part of Landlord with respect to any representation, warranty, covenant, undertaking or agreement contained herein and if as a consequence of such breach Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Building and not to any other assets of Landlord or its constituent partners; and (b) no personal liability or personal responsibility of any sort with respect to any of Landlord's obligations hereunder or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against, the constituent members of Landlord, or against any of their respective directors, officers, employees, agents, constituent partners, beneficiaries, trustees, representatives, heirs, successors or assigns.

131. Security Deposit. Intentionally Deleted.

142. General. 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 Landlord and Tenant being that of lessor and lessee. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. In the event of any litigation to enforce or interpret the terms hereof, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Each term and each provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition. The topical headings of the several paragraphs and clauses are for convenience only and do not define, limit or construe the contents of such paragraphs or clauses. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term. All preliminary negotiations are merged into and incorporated in this Lease. This Lease can only be modified or amended by an Agreement in writing signed by the parties hereto. All provisions hereof shall be binding upon the heirs, successors and assigns of each party hereto.

23. Licensee Acting as Principal. James R. Miller with James Miller Investment Realty Company is a licensed Minnesota real estate broker and is acting as a principal in this Lease transaction. Nick Scarrella of Carlson Commercial is the agent representing Tenant. Landlord agrees to pay Carlson Commercial \$933 upon complete execution of this Lease.

24. Parking. During the term of this Lease, Tenant may use the surface parking lot in front of the Building for Tenant's employees and visitors, in common with other tenants in the Building, at no additional charge. Landlord reserves the right to regulate parking in this lot for the benefit of the employees and visitors of the tenants in the Building.

25. Conference Room. From time to time during the term of this Lease Tenant shall be permitted to use the Building Conference Room and Atrium Lobby at no charge on a reservation basis in common with other tenants in the Building.

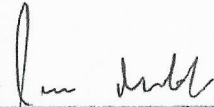
26. Security. Tenant shall have access to the Building and Premises 24/7. During non-business hours Tenant shall have access to the Building with key fobs operating the security system for the main front and back entrances to the Building.

27. Signage. Landlord agrees to provide Tenant with a directory listing in the Building's directory on the first floor of the Building. Landlord also agrees to provide Tenant with a Building standard suite sign near the entrance door to the Premises in the Building's hallway.

28. Compliance with Federal Law. In compliance with the law as provided in the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), Landlord and Tenant each certifies that it and its key employees 1) have not provided, and will take all reasonable steps to ensure that they do not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts; 2) do not appear on lists of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) (available online at <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>) or of persons designated by the United Nations Security (UNSC) sanctions committee as linked to the Taliban, Usama bin Laden, or the Al Qaida Organization; and 3) have not and will not make, give, promise, or offer any payment, directly or indirectly, to any foreign government employee or official (a) in contravention of any U.S. or other applicable law or regulation and (b) without the express consent of the government for which the employee or official works, if the payment is intended to influence any official government act or decision, to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty, or to obtain or retain business for, or direct business to any individual or entity.

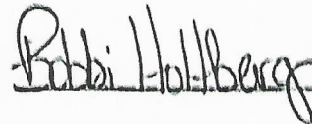
LANDLORD AND TENANT have executed this Lease on the day and year first above written.

LANDLORD: One West Water Street LLC

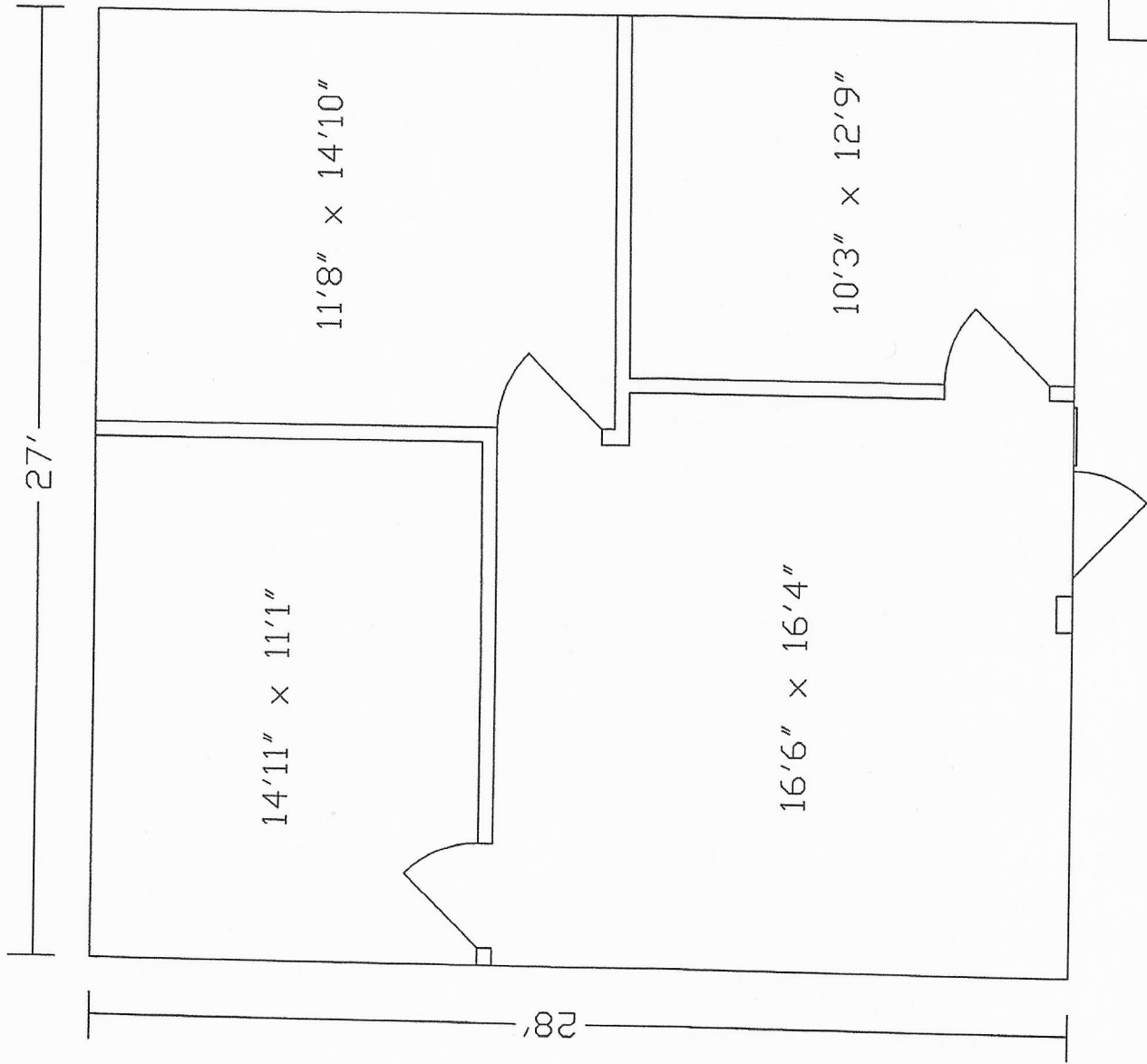
By: 
James R. Miller

Its: Managing Principal

MN ALLIANCE ON CRIME

By: 

Its: Executive Director



Floor Plan
One West Water Street
Saint Paul, Minnesota
Suite #260

by TJP

7/20/2017



*We make computers and
printers work for you and
your business*

Invoice

153329

Date 1/3/2018

Bill To:

Minnesota Alliance On Crime
One West Water Street
Suite 260
St. Paul, MN 55107

Ship To:

Minnesota Alliance On Crime
One West Water Street
Suite 260
St. Paul, MN 55107

Terms		Due Date		REP		Ship Via		Ship Date	
Net 15 Days		1/18/2018		CLS		chuck		12/29/2017	
Purchase Order Number					Work Order Number				
Bobbi					76851				
Qty	Item Number	Item Description				Unit Price	Total Price		
1	netgearN600	items needed for your new suite							
1	Netgear16portgbsw...	Netgear N600 Wireless Router				59.95	59.95T		
10	CABUTPE5	16-Port Gigabit Ethernet Switch				89.95	89.95T		
6	CABUTPE14	Ethernet UTP 5 Foot RJ45 Cable				5.75	57.50T		
		Ethernet UTP 14 Foot RJ45 Cable				9.95	59.70T		
		cabling the conference room							
110	CABCAT5UTPPLM	Category 5E Solid UTP Plenum-2 runs Phone and Data				0.39	42.90T		
0.5	ZZCABCS	Cabling onsite - Chuck Sheffler				69.00	34.50		
2.5	ZZCABDW	Cabling Service - Dave Wenda				69.00	172.50T		
1	engeniuseap300	Wireless-N Access Point and Bridge				89.95	89.95T		
Payments/Credits		\$0.00	Balance Due		\$606.95	Subtotal		\$606.95	
Buyer shall pay finance charges on overdue invoices at 1-1/2% per month (18% per year) (or the legal maximum, if less) and any collection costs of the Seller.							Sales Tax (0.0%)		\$0.00
There will be a \$30 charge per returned check.							Total		\$606.95

One West Water Street, Suite 100, Saint Paul, MN 55107
(651)224-3234 Phone www.uptechpartners.com (651)224-3110 Fax

Proposed Policy Amendment

- d. Meals: Employees will be reimbursed for meal expenses under the following circumstances. At the discretion of the Board of Directors, employees will be reimbursed for lunch expenses up to \$15.00 per day if: the employee documents and provides, in writing, the business-related purpose and attendees of the lunch meeting to the Board of Directors or Executive Director; and, the employee provides an itemized receipt of the lunch expense to the Board of Directors or Executive Director. If overnight travel is required for a pre-approved business-related event, and at the discretion of the Board of Directors or Executive Director, employees will be reimbursed for eating expenses up to \$35.00 per day if: the employee provides itemized receipts of the eating expenses to the Board of Directors or Executive Director. An employee will not be reimbursed for any alcohol purchased at any meal or event. An employee will not be reimbursed for any tip the employee provides for services rendered at any meal or event.
- e. Receipts: Employees must retain receipts in order to receive reimbursement for expenses from the Minnesota Alliance on Crime. If an employee could not obtain a receipt for a business related expense (i.e. taxi fare, parking meter, or other similar expense), the employee must document the employee's expense and submit the employee's request for reimbursement for the expense to the Board of Directors or Executive Director for reimbursement approval.
- d. Meals: Employees will be reimbursed for meal expenses resulting from Minnesota Alliance on Crime business-related travel in accord with and at the rates provided for in the current year's State of Minnesota Travel Policies ("Commissioner's Plan"). In accord with the Commissioner's Plan, and upon guidance from the State of Minnesota, employees may receive a per diem advance reimbursement for all meals allowed for during the employee's business-related travel. Any meal an employee receives as a result of their business-related travel without additional cost to the employee (i.e. a training or conference meal provided to the traveling employee) shall be subtracted from the per diem advance reimbursement provided to the employee. In accord with the Commissioner's Plan, receipts are not necessary for reimbursement of business-related travel meal expenses.
- e. Receipts: Except as listed in paragraph d., employees must retain receipts in order to receive reimbursement for expenses from the Minnesota Alliance on Crime. If an employee could not obtain a receipt for a business related expense (i.e. taxi fare, parking meter, or other similar expense), the employee must document the employee's expense and submit the employee's request for reimbursement for the expense to the Board of Directors or Executive Director for reimbursement approval.