

DEPARTMENT OF MILITARY AFFAIRS
MINNESOTA ARMY AND AIR NATIONAL GUARD



OFFICE OF THE ADJUTANT GENERAL

VETERANS SERVICE BUILDING

STATE OF MINNESOTA

20 WEST 12TH STREET

ST. PAUL, MINNESOTA 55155-2098

October 31st, 2019

The Adjutant General

Honorable Julie Rosen
Senate Finance Committee
2113 Minnesota Senate Building

Honorable Lyndon Carlson, Sr
House Ways and Means Committee
479 State Office Building

Honorable Richard Cohen
Senate Finance Committee
2301 Minnesota Senate Building

Honorable Pat Garofalo
House Ways and Means Committee
295 State Office Building

Honorable Bruce Anderson
Senate Veterans and Military Affairs
Committee
3209 Minnesota Senate Building

Honorable Rob Ecklund
House Veterans and Military Affairs
Division
409 State Office Building

Honorable Jerry Newton
Senate Veterans and Military Affairs
Committee
2411 Minnesota Senate Building

Honorable Bob Dettmer
House Veterans and Military Affairs
Division
289 State Office Building

Re: Annual Report on Interagency Transfers and Agreements

1. This report is submitted to the chairs and ranking minority members of the legislative committees and divisions with jurisdiction over the Department of Military Affairs pursuant to Minnesota Laws of 2017, 1st Special Session, Chapter 4, Article 2, Section 16.

2. The point of contact for this report is the Executive Director of the Department of Military Affairs, Don Kerr at donald.j.kerr2.nfg@mail.mil or (651) 268-8913.

Sincerely,

KERR.DONALD.JOHN.11
38993198

Digitally signed by
KERR.DONALD.JOHN.1138993198
Date: 2019.10.31 09:41:03 -05'00'

for: Jon A. Jensen
Major General, Minnesota Army
National Guard
The Adjutant General
(with delegation of authority)

Minnesota Department of Military Affairs (MDMA)
 SFY 2019 Transfers
 October 15, 2019

List #	Transfer From				Transfer To						Purpose of Transfer
	Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	
1	MDMA	General Fund	P012101	General Support	\$ (6,700.00)	Admin	Other Misc Special Revenue Fund	G027203	Enterprise Sustainability Ofc	\$ 6,700.00	Pay for sustainability services
2	MDMA	General Fund	P012101	General Support	\$ (27,900.00)	Governor's Office	Other Misc Special Revenue Fund	G391300	Governor's Spec Revenue Fund	\$ 27,900.00	Pay for Governor's Office services
3	MDMA	General Fund	P012101	General Support	\$ (1,085.00)	MMB	Other Misc Special Revenue Fund	G100102	Statewide Executive Recruiter	\$ 1,085.00	Pay for Executive Recruiter services
4	DPS	Restrict Misc Special Revenue Fund	P077132	Support Our Troops	\$ (567,903.48)	MDMA	Restrict Misc Special Revenue Fund	P012201	Support Our Troops	\$ 567,903.48	50% of SOT license plate revenues to MDMA
5											
6											
7											
8											
9											
10											
Total					\$ (603,588.48)					\$ 603,588.48	

Minnesota Department of Military Affairs (MDMA)
SFY 2019 Interagency Agreements and Service Level Agreements
October 15, 2019

List #	Agency Providing Service	Agency Receiving Service	Amount	Legal Authority	Purpose	Effective Date	Duration
1	MMB	MDMA	\$ 14,478.00	MS 16A.055 & MS 471.59	MMB provides Enterprise Talent Development (ETD) services to MDMA	07/01/18	FY 2019
2	MN.IT	MDMA	\$ 1,007,916.67	MS 16E.016	MN.IT provides enterprise IT services (computing, voice, WAN) to MDMA	07/01/18	FY 2019
3	MDMA	DPS	\$ 242,695.33	MS 190.16 Subd 6a	MDMA provides facility related services to MN State Patrol Academy	12/05/17	FY 2019
4	MDMA	DPS	\$ 12,801.96	MS 190.16 Subd 6a	MDMA provides facility (EMTC*) related services to the MN State Patrol and Homeland Security & Emergency Management (HSEM)	07/01/17	FY 2019
5	MDMA	DPS	\$ 48,118.00	MS 190.16 Subd 6a	MDMA provides maintenance and operational support - EVOC **	06/10/13	FY 2019
6	MDMA	DNR	\$ 28,503.00	MS 190.16 Subd 6a	MDMA provides facility related services to MN DNR Enforcement Academy	01/26/18	FY 2019
7	MDMA	DNR	\$ 85,012.56	MS 190.16 Subd 6a	MDMA provides facility (Nelson Hall) related services to the MN DNR	02/01/07	FY 2019
8	MDMA	DNR	\$ 27,240.36	MS 190.16 Subd 6a	MDMA provides facility (storage warehouse) related services to the MN DNR	11/01/06	FY 2019
9	MDMA	DNR	\$ 6,804.00	MS 190.16 Subd 6a	MDMA provides facility (Bldg. 01-12) related services to the MN DNR	05/09/18	FY 2019
10							
11							
12							
13							
14							
15							
Total			\$ 1,473,569.88				

* EMTC = Emergency Management Training Center at Camp Ripley

** EVOC = Emergency Vehicle Operator's Course at Camp Ripley

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16B.04 and 471.59, this is an agreement between the Department of Administration (Admin) and the Department of Military Affairs (DMA)

1. Services to be Performed:

Admin's Office of Enterprise Sustainability (OES) will support state agencies by helping them to make choices that will improve sustainability outcomes through the implementation of best practices in their agency, provide agencies the assistance needed to reduce greenhouse gas emissions and water usage, increase energy efficiency and recycling, and to better coordinate sustainability efforts across state government. In order to provide transparency, OES is working to develop a State Government Sustainability Reporting Tool that will help agencies track and report their sustainability data.

2. Authorized Agents:

The following persons will be the primary contacts and authorized agent for all matters concerning this agreement:

Admin: Erin Campbell, Assistant Commissioner, or her successor, Room 200, 50 Sherburne Ave., St. Paul, MN 55155, (651) 201-2561

DMA: Don Kerr, Executive Director, 20 West 12th St. #115, St. Paul, MN 55155 (651) 268-8913

3. Consideration and terms of Payment

In consideration for sustainability services provided, DMA agrees to contribute as follows:

- Enter an appropriation transfer in SWIFT using the following accounting codes:
Fund 2001, FinDeptID G021ADMN, Approp ID G027203
- If assistance is needed, please contact Rachel Douglas (Rachel.Douglas@state.mn.us or 651.201.2531).
- Please transfer the following amounts no later than August 1st of each fiscal year:
FY 2018: **\$8,100** FY2019: **\$6,700** Total for the biennium: **\$14,800**

4. Terms of Agreement

This agreement is effective July 1, 2017 and shall remain in effect until June 30, 2019.

5. Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

Approved:

Department of Administration

Department of Military Affairs

<p>By: <u><i>Erin M Campbell</i></u></p> <p>Title: <u><i>Assistant Commissioner</i></u></p> <p>Date: <u><i>7.17.17</i></u></p>	<p>By: <u>KERR.DONALD.JOHN.11389</u> <u>93198</u></p> <p>Title: <u>DONALD J. KERR</u> <u>Executive Director</u></p> <p>Date: <u>17 July 2017</u></p>
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Digitally signed by KERR.DONALD.JOHN.113893198
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=KERR.DONALD.JOHN.113893198
Date: 2017.07.17 10:14:11 -05'00'



STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF MILITARY AFFAIRS (agency).

Services

The OFFICE OF THE GOVERNOR agrees to provide:

- Policy advisors, communications specialists, diversity and inclusion specialists, constituent services caseworkers, and legal staff to work closely with each agency head and/or designees to support the work of both the agency and the Governor's Office related to each issue area as well as Federal affairs work to represent the funding and policy interests of the various state agencies in the nation's capital.

The Governor's Office will provide administrative and personnel oversight, with agencies having access to the staff as needed to achieve its goals.

Term of Agreement

Effective date: July 01, 2018

Expiration date: June 30, 2019

Consideration and Payment

Cabinet agencies will contribute funds to be used for salaries, fringe benefits, and operating expenses to help support work related to federal affairs, legislative and cabinet affairs staff, communications, constituent services, and legal staff.

The total obligation for the agency is \$27,900.00 for the fiscal year ending June 30, 2019. Fiscal year payment should be processed by July 15, 2018. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

Conditions of Payment

All services provided by the Office of the Governor under this agreement must be performed to the satisfaction of the agency's Commissioner.

Authorized Representative

The Office of the Governor's Authorized Representative is Amanda Simpson, Director of Operations. The agency's Authorized Representative is the Commissioner.

Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

Liability

Each party will be responsible for its own acts and behavior and the results thereof.

Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

AUTHORIZED SIGNATURES

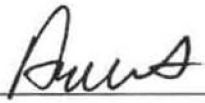
Agency Signature

By: 
Jon A. JENSEN

Title: Adjutant General

Date: 13 June 2018

Office of the Governor Signature

By: 

Title: Dir of Operatn

Date: 6/13/18



BUDGET TRANSFER INFORMATION

STATE OF MINNESOTA
GOVERNOR'S OFFICE
SAINT PAUL, MINNESOTA 55155

INVOICE DATE: 06/11/18
INVOICE NUMBER: G39-19-15-INT

Payable To:
Governor's Office, State of Minnesota

Account of: Commissioner
Department of Military Affairs

Send To: Governor's Office
75 Rev. Dr. Martin Luther King Blvd.
Suite 130
Saint Paul, MN 55155-1611

For information regarding this invoice, call Cherle Yates at (651) 201-9449

<u>Date of Expense:</u>	<u>Description:</u>	<u>Amount</u>
7/1/2018 - 6/30/2019	Policy advisors, communications specialists, diversity and inclusion specialists, constituent services caseworkers, and legal staff Federal affairs work	\$ 27,900.00

BUDGET TRANSFER OF APPROPRIATION CODING INFORMATION

Transfer in Agency Name	<u>Governor's Office</u>
BFY 19	
To Appropriation:	
Business Unit	<u>MN001</u>
Ledger Group	<u>KK_APPROP</u>
Fund Code	<u>2001</u>
Fin DeptID	<u>G3910000</u>
AppropID	<u>G391300</u>
Amount	\$ <u>27,900.00</u>

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.09 and 471.59, this is an agreement between Minnesota Management & Budget and Military Affairs.

1. Services to be Performed:

The statewide recruiting unit will provide expertise and guidance to cabinet-level agencies in the filling of higher-level positions within the executive branch.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For Military Affairs: ~~Sandy Best, Deputy Adjutant General Brigadier, or her successor, Veterans Service Building, 20 12th Street West, St. Paul, MN 55155.~~ Donald Kerr, Executive Director, or his

2. Consideration and Terms of Payment:

In consideration for executive recruiting services provided, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$1,085

Enter a FY19 appropriation transfer in SWIFT to accounting string:
Fund – 2001, FinDeptID – G1010000, AprrID – G100102

3. Term of Agreement:

This agreement is effective July 1, 2018, and shall remain in effect until June 30, 2019.

4. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

Approved:

1. Agency Signature	2. Minnesota Management & Budget
<p>By: KERR.DONALD.JOHN.1138993198 38993198 Title: Executive Director Date: 24 July 2018</p> <p><small>Digitally signed by KERR.DONALD.JOHN.1138993198 Date: 2018.07.24 14:11:40 -05'00'</small></p>	<p>By: <i>Drin</i> Title: <i>CFO</i> Date: <i>7-25-18</i></p>



APPROPRIATION TRANSFER DETAIL REPORT

Run DateTime: 10/7/2019 7:27 AM

Source Report #: KK003

As of Date: 10/07/2019

Selection Criteria: Budget Period - 2019, Fund - 2000 to 2000, DeptID - P0100000 to P013Z, AppropID - P012201 to P012201, Posted Through - 12/31/2019

Appropriation Budget	Budget Period: 2019	Fund: 2000	DeptID: P0110000	AppropID: P012201	Support Our Troops
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Referenced Transfer Budget	Budget Period: 2019	Fund: 2000	DeptID: P0717000	AppropID: P077132
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Transfer Type	Journal Class	KK Journal ID	Posted Date	Tran Type	Ref #	Anticipated In	Actual In	Anticipated Out	Actual Out
In	XAT	0004182687	07/06/2018	Original	2	474,420.00	0.00	0.00	0.00
Sys Gen	XAT	0004384264	10/15/2018	Original	1	-135,745.00	0.00	0.00	0.00
In	XTA	0004384264	10/15/2018	Original	1	0.00	135,745.00	0.00	0.00
Sys Gen	XAT	0004538710	01/14/2019	Original	1	-108,533.50	0.00	0.00	0.00
In	XTA	0004538710	01/14/2019	Original	1	0.00	108,533.50	0.00	0.00
Sys Gen	XAT	0004700518	06/26/2019	Original	1	-156,129.50	0.00	0.00	0.00
In	XTA	0004700518	06/26/2019	Original	1	0.00	156,129.50	0.00	0.00
Sys Gen	XAT	0004868201	07/12/2019	Original	1	-74,012.00	0.00	0.00	0.00
In	XTA	0004868201	07/12/2019	Original	1	0.00	74,012.00	0.00	0.00
In	XTN	0004875085	07/22/2019	Original	1	0.00	93,483.48	0.00	0.00
Total Transfers With: 2019 / 2000 / P0717000 / P077132						0.00	567,903.48	0.00	0.00
Total Transfers Out and In For: 2019 / 2000 / P0110000 / P012201						0.00	567,903.48	0.00	0.00

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.21 and 471.59, this is an agreement between Minnesota Management and Budget and Department of Military Affairs.

1. Services to be Performed:

MMB will design and implement training and development programs for executive branch employees to promote individual, group, and agency efficiency and effectiveness. The programs will include but are not limited to mandatory training and development requirements.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For MMB: Sandy Best, Deputy Adjutant General Brigadier, or her successor, Veterans Service Building, 20 12th Street West, St. Paul, MN 55155.

2. Consideration and Terms of Payment:

In consideration for the services provided, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST for FY 19= \$14,478

You will receive a quarterly invoice from MMB for 25% of this amount, beginning August 2018. Each quarterly invoice shall be paid within 30 days of receipt.


3. Term of Agreement:

This agreement is effective July 20, 2018, and shall remain in effect until June 30, 2019.

4. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

Approved:

1. Agency Signature	2. Minnesota Management & Budget
By: KERR.DONALD.JOHN.1 138993198 Title: Executive Director (with delegation) Date: 20 July 2018	By:  Title: CFO Date: 7-20-18

BY19 MNIT billings to state agencies as of 9-26-19

Sum of Billing less Credits/Write Offs		Service				
Agency	Customer Name	COMPUTING	VOICE	WAN	FY18 Rebate	Grand Total
P01	MILITARY AFFAIRS DEPT	1,104.74	182,414.65	871,889.58	(47,492.30)	1,007,916.67
Grand Total		1,104.74	182,414.65	871,889.58	(47,492.30)	1,007,916.67

Name: MN State Patrol Academy Address: 1900 W County Rd I Shoreview, MN 55126 Attn: LT Andrew Thelen Phone: 651-757-1911	<h2 style="margin: 0;">CAMP RIPLEY LEASE STATEMENT</h2>	LEASE #: 19-182 BILLING DATE: 10-May-19 TRAINING DATES: 1 Jan - 26 Apr 19 2000-P0134210-P010911
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FOR BILLING INQUIRIES, CALL POST OPERATIONS AT (320) 616-2708

SUMMARY OF CHARGES

Charges	Amount	Charges	Amount
Buildings/Classrooms		Miscellaneous	
Maid Service Quarters	\$193,712.00	DPW Labor	
T-Building 7-135 Kitchen/Dining x 114 da	\$8,550.00	Vehicle Rental	
TACC		Equipment Usage/Porta Potty	
Chapel		Round Lake (SRM)	
EMTC Academy Room x 114 days	\$9,120.00	Depracq Woods (Amphitheater)	
EMTC Breakout 1 x 114 days	\$3,420.00	Building Cleaning Fee	
Ed Center Auditorium x 1 day	\$225.00	Bennett Hill	
HQ Bldg 7-1, Sections 4 & 5 x 78 days	\$10,920.00	MWR Bull Pen x 1 day	\$150.00
		Laundry Charges	\$2,666.52
		State Warehouse Supplies	\$629.81
SUBTOTAL	\$ 225,947.00		
Ranges/Training Areas			
A-12 x 5 days	\$1,200.00		
A-4 (targets on BOB) x 2 days	\$660.00		
EVOC Course x 11 days	\$10,802.00		
C-Range/North Range (90/10)			
EST (20/80)			
Replacement Doors/Radio (ATS)			
CACTF (1 Bldg) x 5 days	\$325.00		
Crack House (20/80)			
Confidence Course			
SUBTOTAL	\$ 12,987.00	SUBTOTAL	\$3,446.33
		Administrative Fees	
		Administrative Fees	\$300.00
		User Fee	\$15.00
		SUBTOTAL	\$315.00
		TOTAL BILL	\$242,695.33

(DETACH AT DOTTED LINE AND RETURN WITH REMITTANCE)

\$242,695.33

Submit Remittance To:

JFMN-CRC-O, Camp Ripley
 15000 HWY 115
 Little Falls, MN 56345-4173

Make checks payable to the "Camp Ripley Mess Fund"

Lessee Name: _____

Lease # : 19-182

Amount Enclosed: _____

STATE OF MINNESOTA
AMENDMENT OF LEASE

Amendment No. 3 to

Lease No. 11943-A

THIS AMENDMENT No. 3 to Lease No. 11943-A is made by and between the State of Minnesota, Department of Military Affairs, hereinafter referred to as Landlord (previously known as Lessor), and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant (previously known as Lessee), acting for the benefit of the Department of Public Safety; Homeland Security & Emergency Management (HSEM) and Minnesota State Patrol (MSP).

WHEREAS, Landlord and Tenant entered into Lease No. 11943-A, dated October 18, 2012, involving the lease of approximately one thousand four hundred eighty (1,480) usable square feet of training and office space in the building known as Emergency Management Training Center ("Building") located at Camp Ripley, 15000 Hwy 115, Little Falls, MN 56345 ("Leased Premises");

WHEREAS, Landlord and Tenant parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11943-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for a period of four (4) years, commencing July 1, 2017 and continuing through June 30, 2021 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.

2. **RENT**

2.1 **Rent Payment** Tenant shall pay Landlord according to the following rent schedule:

<u>RENEWAL PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR RENEWAL PERIOD</u>
<u>7/1/17 - 6/30/19</u>	1,480	\$ 8.65	\$ 1,066.83	\$ 25,603.92
<u>7/1/19 - 6/30/21</u>	1,480	\$ 8.96	\$ 1,105.07	\$ 26,521.68
			TOTAL	\$ 52,125.60

- 2.2 All original bills and statements from Landlord to Tenant shall be mailed or personally delivered to:

Accounts Payable
Department of Public Safety
444 Cedar St #126
St Paul MN 55101-5126

- 2.3 Tenant agrees to pay Landlord the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

Department of Military Affairs
Veterans Service Building
20 12th St W 4th Flr
St Paul MN 55155

- 2.4 Landlord represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease and that Tenant shall have the quiet enjoyment of the Leased Premises during the full term of this Lease and any extension or renewal thereof.

3. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.
4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

NO ATTACHMENTS

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

LANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF MILITARY AFFAIRS

By [Signature]
Title Executive Director
Date 06 APR 2017

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF PUBLIC SAFETY

By [Signature: Susan T. Estes]
Real Estate and Construction Services
Date 4/10/17

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By [Signature: Larry J. Green]
Title CFO
Date 4/3/17

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

By [Signature: A. S.]
Date 28 MARCH 2017
SWIFT P.O. 122751
Contract No. 122751

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between Minnesota Department of Public Safety, Homeland Security Emergency Management (HSEM) and Minnesota Department of Military Affairs (DMA).

Agreement

1. TERM OF AGREEMENT

Effective date: 1/1/2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05 subdivision 2, whichever is later.

Expiration date: 1/01/2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. SCOPE OF WORK

The agreement will provide for the use of grounds, facilities, and/or services at Camp Ripley for HSEM activities scheduled in advance by HSEM for appropriate services required by HSEM for each event. Upon satisfactory negotiation by HSEM and DMA, DMA will provide a written quote to HSEM. Based on the written quote, HSEM will encumber money, sign and return the quote with the purchase order number to DMA for the use of the negotiated grounds, facilities, and/or services in advance of each mutually agreed upon instance of use at Camp Ripley.

HSEM shall obtain all necessary permits and licenses required for its activities. HSEM shall obtain adequate insurance coverage for persons and property associated with activities conducted pursuant to this agreement.

HSEM shall be responsible for internal security of personnel and property within the areas assigned to it. HSEM shall accept full responsibility for the conduct of all HSEM employees and other individuals invited by HSEM that are admitted to Camp Ripley pursuant to this agreement. HSEM shall immediately report any violations of laws, ordinances, rules or regulations, including Camp Ripley Regulations, to the Camp Ripley Security Force at the Main Gate or Building 2-99, Ext. 7339.

In the event that any property of the United States or State of Minnesota is damaged or destroyed by HSEM at Camp Ripley, HSEM shall pay an amount sufficient to compensate for the loss sustained by the United States or the State of Minnesota by reason of damages to, or destruction of government property.

No liability for loss of HSEM's personal property resulting from natural disaster, civil disorder, theft or any cause whatsoever is the responsibility of DMA, except as may be attributed to DMA's negligence, acts of omissions as determined by a court of law.

HSEM shall vacate the grounds and facilities assigned to it and restore the grounds and facilities to as good and conditions as existed upon arrival.

No smoking is allowed on the Camp Ripley premises pursuant to Minn. Stat. 16B.24, Subd.9.

All notices or communication between HSEM and DMA shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, US Mail or email addressed to the authorized representative, or their successor, under this agreement.

3. CONSIDERATION AND PAYMENT

HSEM will pay DMA for use of grounds, facilities, and/or services according to each purchase order for each event. Payment will be made as a vendor payment to the Camp Ripley Mess Fund.

4. CONDITIONS OF PAYMENT

All services provided by DMA under this agreement must be performed to HSEM's satisfaction, as determined at the sole discretion of HSEM's authorized Representative.

5. AUTHORIZED REPRESENTATIVE

DMA's Authorized Representative is:
Donald Kerr, Executive Director
20 12th Street West, St. Paul, MN 55101
(651)268-8913
donald.j.kerr2.nfg@mail.mil
or his/her successor

HSEM's Authorized Representative is:
Kevin Leuer, Director Preparedness and Planning
445 Minnesota St. Suite 223, St. Paul, MN 55101
(651)201-7406
kevin.leuer@state.mn.us
or his/her successor

6. AMENDMENTS

Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

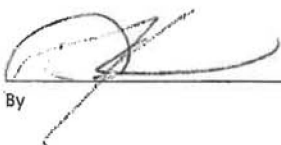
7. LIABILITY

Each party will be responsible for its own acts and behavior and the results thereof.

8. TERMINATION

Either part may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party

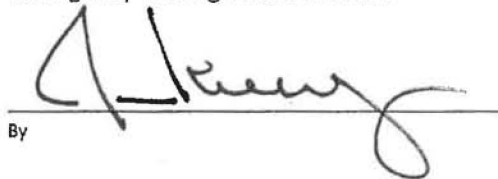
Department of Military Affairs


By _____

Donald Kerr
Executive Director

22 Dec 15
Date

Department of Public Safety, Homeland Security and
Emergency Management Division


By _____

Joseph Kelly
Director Homeland Security Emergency Management

12/22/2015
Date

Name: MN DNR Enforcement Academy Address: 15011 Hwy 115 Little Falls, MN 56345 Attn: CO Aaron Kahre Phone: 320-412-1179	<h2 style="margin: 0;">CAMP RIPLEY LEASE STATEMENT</h2>	LEASE #: 18-253A BILLING DATE: 7-Sep-18 TRAINING DATES: 1 Jul - 14 Aug 18 2000-P0134210-P010911
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FOR BILLING INQUIRIES, CALL POST OPERATIONS AT (320) 616-2708

SUMMARY OF CHARGES

Charges	Amount	Charges	Amount
Buildings/Classrooms		Miscellaneous	
Maid Service Quarters	\$20,818.00	DPW Labor	
T-Building		Vehicle Rental	
TACC		Equipment Usage/Porta Potty	
Chapel		Round Lake (SRM)	
Hangar Conference Center x 2 days	\$750.00	Depracq Woods (Amphitheater)	
EVOG Course x 5 days	\$4,910.00	Building Cleaning Fee	
CTA 25, 26, 27, 28, 29 x 8 days	\$1,200.00		
SUBTOTAL	\$ 27,678.00		
Ranges/Training Areas			
A-4 Targets on BOB x 1 day	\$110.00		
A-2 Targets on BOB x 1 day	\$110.00		
Non-Automated Range x 6 days	\$240.00		
C-Range/North Range (90/10)			
EST (20/80)		SUBTOTAL	\$0.00
Replacement Doors/Radio (ATS)		Administrative Fees	
CACTF A (5 Bldgs) x 1 day	\$50.00	Administrative Fees	\$300.00
Crack House (20/80)		User Fee	\$15.00
Confidence Course			
		SUBTOTAL	\$315.00
SUBTOTAL	\$ 510.00	TOTAL BILL	\$28,503.00

(DETACH AT DOTTED LINE AND RETURN WITH REMITTANCE)

\$28,503.00

Submit Remittance To:

JFMN-CRC-O, Camp Ripley
 15000 HWY 115
 Little Falls, MN 56345-4173

Make checks payable to the "Camp Ripley Mess Fund"

Leasee Name: _____

Lease # : 18-253A

Amount Enclosed: _____

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 4 to

Lease No. 11539-A

THIS AMENDMENT No. 4 to Lease No. 11539-A is made by and between the State of Minnesota, Department of Military Affairs, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Natural Resources; Enforcement Division.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11539-A, dated February 13, 2007, involving the lease of approximately eleven thousand three hundred thirty five (11,335) usable square feet of training space in the building known at Nelson Hall located at Camp Ripley in Little Falls, MN;

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11539-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for an additional term of five (5) years, commencing July 1, 2017 and continuing through June 30, 2022 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as provided for herein.
2. **RENT**
 - 2.1 **Rent Payment** LESSEE shall pay LESSOR for the Renewal Term according to the following rent schedule:

The remainder of this page is intentionally left blank

LEASE PERIOD	SQUARE FEET	RATE PER SQ. FT.	MONTHLY PAYMENT	RENT FOR LEASE PERIOD
07/01/17 - 06/30/18				
Office - Training Space	11,335	\$7.50	\$ 7,084.38	\$ 85,012.56
07/01/18 - 06/30/19				
Office - Training Space	11,335	\$7.50	\$ 7,084.38	\$ 85,012.56
07/01/19 - 06/30/20				
Office - Training Space	11,335	\$7.72	\$ 7,292.18	\$ 87,506.16
07/01/20 - 06/30/21				
Office - Training Space	11,335	\$7.72	\$ 7,292.18	\$ 87,506.16
07/01/21 - 06/30/22				
Office - Training Space	11,335	\$7.96	\$ 7,518.88	\$ 90,226.56
			TOTAL	\$ 435,264.00

2.2 Rent Billing Address All original bills and statements from LESSOR to LESSEE shall be mailed or personally delivered to:

Business Office
Department of Natural Resources Region 3
1200 Warner Rd
St Paul MN 55106

2.3 Rent Payment Address LESSEE agrees to pay LESSOR the monthly rent set forth above by the end of each calendar month and mail or deliver said payments to:

Department of Military Affairs
Veterans Service Building
20 12th St W 4th Flr
St Paul MN 55155

3. **SURRENDER OF LEASED PREMISES**

3.1 Deletion Section 5.4 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 3.2.

3.2 Replacement Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

- a. Personal Property Any equipment and furniture, including, but not limited to, moveable partitions, 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

- (i) 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.
- (ii) If requested by Tenant and upon prior approval of Landlord, Tenant may remove any alteration, addition or improvement as set forth in Section 3.2 a above.

c. Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by Tenant or by Landlord on behalf of Tenant shall remain a part of the Leased Premises unless Tenant, in its sole discretion, elects to remove said cabling.

4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

NO ATTACHMENTS

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

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF MILITARY AFFAIRS

KERR.DONALD.J

Digitally signed by
KERR.DONALD.JOHN.1138993198
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=KERR.DONALD.JOHN.1138993198
Date: 2017.06.26 09:38:01 -05'00'

By OHN.1138993198

Executive Director

Date 26 June 2017

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By Susan T. Eiles
Real Estate and Construction Services

Date 6/26/17

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By Grant L. Loken
Title ADMINISTRATOR

Date 6-7-17

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By Ken Lohr
Title Regional Director

Date 6-6-17

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.06.

By Julie Beck
Date 6/2/17

Contract No. 34390

PO 3-114276

STATE OF MINNESOTA
AMENDMENT OF LEASE

Amendment No. 5 to

Lease No. 11512-A

THIS AMENDMENT No. 5 to Lease No. 11512-A is made by and between the Department of Military Affairs, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Natural Resources; Region 3, Enforcement Division.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11512-A, dated September 20, 2006, involving the lease of approximately five thousand six hundred five (5,605) usable square feet of storage space in the warehouse building #2-204 located at Camp Ripley, City of Little Falls, comprised of the following:

<u>Use</u>	<u>Square Feet</u>
Heated Storage	4,503
Cold Storage	<u>1,102</u>
TOTAL	5,605

WHEREAS, LESSOR and LESSEE hereto deem certain amendments, additional terms and conditions mutually beneficial for the effective continuation of said Lease,

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of the Lease No. 11512-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for an additional term of five (5) years, commencing July 1, 2017 and continuing through June 30, 2022 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as provided for herein.

2. **RENT**
 - 2.1 **Rent Payment** LESSEE shall pay LESSOR for the Renewal Term according to the following rent schedule:

<u>LEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
7/1/17 - 6/30/18				
Heated Storage	4,503	\$4.86	\$ 1,823.72	\$ 21,884.64
Cold Storage	1,102	\$4.86	\$ 446.31	\$ 5,355.72
	<u>5,605</u>		<u>\$ 2,270.03</u>	<u>\$ 27,240.36</u>
7/1/18 - 6/30/19				
Heated Storage	4,503	\$4.86	\$ 1,823.72	\$ 21,884.64
Cold Storage	1,102	\$4.86	\$ 446.31	\$ 5,355.72
	<u>5,605</u>		<u>\$ 2,270.03</u>	<u>\$ 27,240.36</u>
7/1/19 - 6/30/20				
Heated Storage	4,503	\$5.01	\$ 1,880.00	\$ 22,560.00
Cold Storage	1,102	\$5.01	\$ 460.09	\$ 5,521.08
	<u>5,605</u>		<u>\$ 2,340.09</u>	<u>\$ 28,081.08</u>
7/1/20 - 6/30/21				
Heated Storage	4,503	\$5.01	\$ 1,880.00	\$ 22,560.00
Cold Storage	1,102	\$5.01	\$ 460.09	\$ 5,521.08
	<u>5,605</u>		<u>\$ 2,340.09</u>	<u>\$ 28,081.08</u>
7/1/21 - 6/30/22				
Heated Storage	4,503	\$5.16	\$ 1,936.29	\$ 23,235.48
Cold Storage	1,102	\$5.16	\$ 473.86	\$ 5,686.32
	<u>5,605</u>		<u>\$ 2,410.15</u>	<u>\$ 28,921.80</u>
			TOTAL	\$ 139,564.68

2.2 Rent Billing Address All original bills and statements from LESSOR to LESSEE shall be mailed or personally delivered to:

Business Office
Department of Natural Resources Region 3
1200 Warner Rd
St Paul MN 55106

2.3 Rent Payment Address LESSEE agrees to pay LESSOR, without billing, the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

Department of Military Affairs
4th Floor, Veterans Services Building
20 W 12th St
St Paul MN 55155

3. **SURRENDER OF LEASED PREMISES**

3.1 **Deletion** Section 5.4 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 3.2.

3.2 **Replacement** Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

a. **Personal Property** Any equipment and furniture, including, but not limited to, moveable partitions, 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**

(i) 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.

(ii) If requested by Tenant and upon prior approval of Landlord, Tenant may remove any alteration, addition or improvement as set forth in Section 3.2 a above.

c. **Low Voltage Cabling** All low voltage cabling, including but not limited to voice, data, security system cabling installed by Tenant or by Landlord on behalf of Tenant shall remain a part of the Leased Premises unless Tenant, in its sole discretion, elects to remove said cabling.

4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

NO ATTACHMENTS

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

LESSOR
STATE OF MINNESOTA
DEPARTMENT OF MILITARY AFFAIRS

By KERR.DONALD.JOH
N.1138993198

Digitally signed by
KERR.DONALD.JOH.N.1138993198
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=KERR.DONALD.JOH.N.1138993198
Date: 2017.06.26 09:36:31 -05'00'

Title Executive Director

Date 26 June 2017

LESSEE
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By Susan T. Sales
Real Estate and Construction Services

Date 6/26/17

APPROVED
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By Kent Schumann

Title ADMINISTRATOR

Date 6-14-17

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By Michelle Laska

Title Regional Director

Date 6-13-17

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

By Julie Bisch

Date 6/17/17

Contract No. 34399

PO 3-100278

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 1

Lease No. 12243-A

THIS AMENDMENT No. 1 to Lease No. 12243-A is made by and between State of Minnesota, Department of Military Affairs, Veterans Service Building, 20 West 12th Street, St. Paul, Minnesota, hereinafter referred to as Landlord (previously known as Lessor), and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant (previously known as Lessee), acting for the benefit of the Department of Natural Resources; Region 3/Enforcement Division.

WHEREAS, Landlord and Tenant entered into Lease No. 12243-A, dated May 8, 2018, involving the lease of approximately one thousand four hundred (1,400) usable square feet of cold storage space in Warehouse Building #01-12 ("Building") located at Camp Ripley, Little Falls, Minnesota;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 12243-A effective as of the date set forth herein.

1. **TERM**

1.1 Deletion Section 3 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 1.2.

1.2 Replacement Landlord and Tenant hereby agree that the term of this Lease is five (5) years and twenty three (23) days, commencing May 9, 2018 and continuing through May 31, 2023.

2. **RENT**

2.1 Deletion Section 4.1 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 2.2.

2.2 Replacement Tenant shall pay Landlord rent for the Lease Term in the sum of thirty five thousand seventy and 68/100 dollars (\$35,070.68) according to the rent schedule set forth below:

LEASE PERIOD	SQUARE FEET	RATE PER SQ. FT.	MONTHLY PAYMENT	RENT FOR LEASE PERIOD
5/9/18 - 5/31/18 Cold Storage	1,400	\$4.86	\$ 567.00	\$ 420.68
6/1/18 - 5/31/19 Cold Storage	1,400	\$4.86	\$ 567.00	\$ 6,804.00
6/1/19 - 5/31/20 Cold Storage	1,400	\$4.86	\$ 567.00	\$ 6,804.00
6/1/20 - 5/31/21 Cold Storage	1,400	\$5.01	\$ 584.50	\$ 7,014.00
6/1/21 - 5/31/22 Cold Storage	1,400	\$5.01	\$ 584.50	\$ 7,014.00
6/1/22 - 5/31/23 Cold Storage	1,400	\$5.01	\$ 584.50	\$ 7,014.00
			TOTAL	\$ 35,070.68

3. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.
4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

EXHIBITS:

NO ATTACHMENTS

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

LANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF MILITARY AFFAIRS
Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

KERR.DONALD.JO
By HN.1138993198
Title Executive Director
Date 16 May 2018
By _____
Title _____
Date _____

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By Susan T. Estes
Real Estate and Construction Services
Date 5/17/18

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By Kent Schumann
Title ADMINISTRATOR
Date 5-16-18

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By Keith Taylor
Title Regional Director
Date 5-15-18

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

By Julius Bischoff
Date 5/14/18
SWIFT P.O. 3-130732
Contract No. 140120