

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 12th, 2018

The Adjutant General

Honorable Julie Rosen
Senate Finance Committee
3235 Minnesota Senate Building

Honorable Richard Cohen
Senate Finance Committee
2301 Minnesota Senate Building

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

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

Honorable Sarah Anderson
House State Government Finance
Committee
583 State Office Building

Honorable Sheldon Johnson
House State Government Finance
Committee
259 State Office Building

Honorable Bob Dettmer
House Veterans Affairs Division
565 State Office Building

Honorable Paul Rosenthal
House Veterans Affairs Division
209 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. Digitally signed by
1138993198 KERR.DONALD.JOHN.1138993198
Date: 2018.10.12 12:20:15 -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 2018 Transfers

October 15, 2018

List #	Transfer From						Transfer To						Purpose of Transfer	Legal Authority for Transfer
	Transfer-Out Agency	Transfer-Out Fund Name	Transfer-Out AppropID	Transfer-Out AppropID Name	Legal Cite For Transfer-Out AppropID	Transfer-Out Amount	Transfer-In Agency	Transfer-In Fund Name	Transfer-In AppropID	Transfer-In AppropID Name	Legal Cite For AppropID	Transfer-In Amount		
1	MDMA	General Fund	P012101	General Support	MS 471.59	\$ (8,100.00)	Admin	Other Misc Special Revenue Fund	G027203	Enterprise	MS 471.59	\$ 8,100.00	Pay for sustainability services	MS 471.59
2	MDMA	General Fund	P012101	General Support	MS 471.59	\$ (27,900.00)	Governor's Office	Other Misc Special Revenue Fund	G391300	Governor's Spec Revenue Fund	MS 471.59	\$ 27,900.00	Pay for Governor's Office services	MS 471.59
3	MDMA	General Fund	P012101	General Support	MS 471.59 & MS 16A.055	\$ (1,085.00)	MMB	Other Misc Special Revenue Fund	G100102	Statewide Executive	MS 471.59 & MS 16A.055	\$ 1,085.00	Pay for Executive Recruiter services	MS 471.59
4	DPS	Restrict Misc Special Revenue Fund	P077132	Support Our Troops	MS 190.19 2 & MS 168.1298	\$ (558,878.72)	MDMA	Restrict Misc Special Revenue Fund	P012201	Support Our Troops	MS 190.19 2 & MS 168.1298	\$ 558,878.72	50% of SOT license plate revenues to MDMA	MS 168.1298
5														
6														
7														
8														
9														
10														
Total						\$ (595,963.72)						\$ 595,963.72		

Minnesota Department of Military Affairs (MDMA)
SFY 2018 Interagency Agreements and Service Level Agreements
October 15, 2018

List #	Agency Providing Service	Agency Receiving Service	Amount	Legal Authority	Purpose	Effective Date	Duration
1	MMB	MDMA	\$ 15,931.00	MS 16A.055 & MS 471.59	MMB provides Enterprise Talent Development (ETD) services to MDMA	07/01/17	SFY 2018
2	MN.IT	MDMA	\$ 1,140,657.89	MS 16E.016	MN.IT provides enterprise IT services (computing, voice, WAN) to MDMA	07/01/17	SFY 2018
3	MDMA	DPS	\$ 218,006.00	MS 190.16 Subd 6a	MDMA provides facility related services to MN State Patrol Academy	12/05/17	SFY 2018
4	MDMA	DNR	\$ 48,717.17	MS 190.16 Subd 6a	MDMA provides facility related services to MN DNR Enforcement Academy	01/26/18	SFY 2018
5	MDMA	DNR	\$ 85,012.56	MS 190.16 Subd 6a	MDMA provides facility (Nelson Hall) related services to the MN DNR	02/01/07	SFY 2018
6	MDMA	DNR	\$ 27,240.36	MS 190.16 Subd 6a	MDMA provides facility (storage warehouse) related services to the MN DNR	11/01/06	SFY 2018
7	MDMA	DNR	\$ 987.68	MS 190.16 Subd 6a	MDMA provides facility (Bldg. 01-12) related services to the MN DNR	05/09/18	SFY 2018
8	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	SFY 2018
9	MDMA	DPS	\$ 31,915.00	MS 190.16 Subd 6a	MDMA provides maintenance and operational support - EVOC **	06/10/13	SFY 2018
10							
11							
12							
13							
14							
15							
Total			\$ 1,581,269.62				

* 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> <small>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'</small></p> <p><u>93198</u></p> <p>DONALD J. KERR</p> <p>Title: <u>Executive Director</u></p> <p>Date: <u>17 July 2017</u></p>
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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, 2017

Expiration date: June 30, 2018

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, 2018. Fiscal year payment should be processed by July 15, 2017. 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

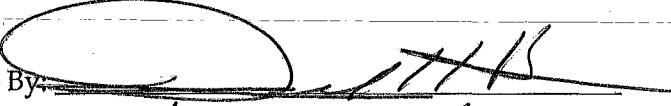
Each party will be responsible for its own acts and behavior and the results thereof.

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: 
Title: Adjutant General
Date: 19 June-17

Office of the Governor Signature

By: 
Title: Dir of Operations
Date: 6/15/17



BUDGET TRANSFER INFORMATION

STATE OF MINNESOTA

GOVERNOR'S OFFICE

SAINT PAUL, MINNESOTA 55155

INVOICE DATE: 06/14/17
INVOICE NUMBER: G39-18-15-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 Cherie Yates at (651) 201-3449

<u>Date of Expense:</u>	<u>Description:</u>	<u>Amount</u>
7/1/2017 - 6/30/2018	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 18	
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	\$ 27,900.00

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16A.055 and 471.59, this is an agreement between Minnesota Management & Budget and Military Affairs.

1. Services to be Performed:

The statewide executive recruiter 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: Don Kerr, Deputy Commissioner, or his successor, 116 Veterans Service Building, 20 West 12th Street, St. Paul, MN 55155.

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 = \$1,085.00

Please enter a FY18 appropriation transfer in SWIFT to accounting string:
Fund – 2001, FinDeptID – G1010000, ApprID – G100102

3. Term of Agreement:

This agreement is effective July 1, 2017, and shall remain in effect until June 30, 2018.

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.1138993198 HN.1138993198 Title: Executive Director Date: 31 July 2017	By: <i>Thin</i> Title: CFO Date: 7-31-17



APPROPRIATION TRANSFER DETAIL REPORT

Run DateTime: 10/9/2018 1:44 PM
 Source Report #: KK003
 As of Date: 10/09/2018

Selection Criteria: Budget Period - 2018, Fund - 2000 to 2000, DeptID - P0100000 to P013Z, AppropID - P012201 to P012201, Posted Through - 10/9/2018

Appropriation Budget	Budget Period: 2018	Fund: 2000	DeptID: P0110000	AppropID: P012201	Support Our Troops
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Referenced Transfer Budget	Budget Period: 2018	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	0003642401	08/10/2017	Original	1	475,000.00	0.00	0.00	0.00
Sys Gen	XAT	0003741380	10/09/2017	Original	1	-135,717.25	0.00	0.00	0.00
In	XTA	0003741380	10/09/2017	Original	1	0.00	135,717.25	0.00	0.00
Sys Gen	XAT	0003903120	01/18/2018	Original	1	-104,807.22	0.00	0.00	0.00
In	XTA	0003903120	01/18/2018	Original	1	0.00	104,807.22	0.00	0.00
Sys Gen	XAT	0004058109	04/18/2018	Original	1	-152,211.00	0.00	0.00	0.00
In	XTA	0004058109	04/18/2018	Original	1	0.00	152,211.00	0.00	0.00
Sys Gen	XAT	0004247544	07/25/2018	Original	1	-82,264.53	0.00	0.00	0.00
In	XTA	0004247544	07/25/2018	Original	1	0.00	82,264.53	0.00	0.00
In	XTN	0004256119	07/31/2018	Original	1	0.00	83,878.72	0.00	0.00
Total Transfers With: 2018 / 2000 / P0717000 / P077132						0.00	558,878.72	0.00	0.00
Total Transfers Out and In For: 2018 / 2000 / P0110000 / P012201						0.00	558,878.72	0.00	0.00

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16A.055 and 471.59, this is an agreement between Minnesota Management and Budget and the Department of Military Affairs.

1. Services to be Performed:

Upfront development costs related to Enterprise Talent Development, including technical support of the Enterprise Learning Management system, project management and implementation for Enterprise Talent Development, communications, eLearning module development, workforce planning and an employee engagement survey.

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: Donald Kerr, Executive Director, or his successor, Veteran's Service Building—4th Floor, 20 12th ST. 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 18= \$15,931

You will receive a quarterly invoice from MMB for \$3,983, beginning July 2017. Each quarterly invoice shall be paid within 30 days of receipt.

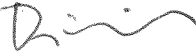
3. Term of Agreement:

This agreement is effective July 15, 2017, and shall remain in effect until June 30, 2018.

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.1138993198 HN.1138993198 Digitally signed by KERR.DONALD.JOHN.1138993198 Date: 2017.07.19 10:22:49 -05'00' Title: Executive Director Date: 19 July, 2017	By:  Title: CFO Date: 7-20-17

Sum of Billing less Credits/Write Offs		Service			Grand Total
Agency	Customer Name	COMPUTING	VOICE	WAN	
P01	MILITARY AFFAIRS DEPT	5,932.04	190,315.34	944,410.51	1,140,657.89
Grand Total		5,932.04	190,315.34	944,410.51	1,140,657.89

LEASE
FOR THE USE OF CAMP RIPLEY GROUNDS AND FACILITIES

This lease to use Camp Ripley Grounds and facilities is issued on Tuesday, October 09, 2018 by the Garrison Commander to MN State Patrol Academy hereafter called the **LESSEE**. This lease, to be used on, 1/8/2018 through 5/4/2018 is issued for the following purpose and limited to the following activities:

POC LT Andrew Thelen
12/5/2017

Lessee's Address: MN State Patrol Academy Telephone: (651) 757-1911
LT Andrew Thelen
1900 W County Road I
Shoreview, MN 55126

This lease is issued subject to the following conditions:

1. The Lessee agrees to pay the following fees:

FEE FOR	AMOUNT
<u>(48) MSQs, (12) VIPs x 113 nights</u>	<u>\$172212.00</u>
<u>Classrooms, T-Bldg 7-135 Kitchen/Dining x 117</u>	<u>\$35100.00</u>
<u>Ed Center Auditorium, MWR Bullpen, EVOC</u>	<u>\$2489.00</u>
<u>HQ 7-1-5, Maintenance Shelter</u>	<u>\$7320.00</u>
<u>Ranges</u>	<u>\$570.00</u>
<u>Administrative/User Fee</u>	<u>\$315.00</u>
TOTAL:	<u>\$218006.00</u>

Fees are payable to: CAMP RIPLEY MESS FUND

LESSEE INITIALS _____

LEASE
FOR THE USE OF CAMP RIPLEY GROUNDS AND FACILITIES

This lease to use Camp Ripley Grounds and facilities is issued on Tuesday, October 09, 2018 by the Garrison Commander to MN DNR Enforcement Academy hereafter called the **LESSEE**. This lease, to be used on, 5/1/2018 through 8/17/2018 is issued for the following purpose and limited to the following activities:

POC CO Aaron Kahre
1/26/2018

Lessee's Address: MN DNR Enforcement Telephone: (320) 412-1179
Academy
CO Aaron Kahre
15011 Hwy 115
Little Falls, MN 56345

This lease is issued subject to the following conditions:

1. The Lessee agrees to pay the following fees:

FEE FOR	AMOUNT
(28) MSQs x 70 nights, (12) MSQs x 15 nights	\$47980.00
(12) House rooms x 55 nights	\$21120.00
(2) Medium classrooms x 99 days	\$11880.00
Training Area x 57 days,, Ranges x 11 days	\$2150.00
EVOC x 6 days,TACC Gym x 10 days, Hangar Conf Cente	\$3607.00
Adiministrative/User Fee	\$315.00
TOTAL:	\$87052.00

Fees are payable to: CAMP RIPLEY MESS FUND

LESSEE INITIALS _____

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

By OHN.1138993198

Executive Director

Date 26 June 2017

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'

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By Susan T. Estes
Real Estate and Construction Services

Date 6/26/17

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By Hunt Lofflerman

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 B. 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
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 09:36:31 -0500
N.1138993198

Title 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 *Gert Schinnerer*

Title ADMINISTRATOR

Date 6-14-17

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By *Will Baker*

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 *Julius 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 Digitally signed by
KERR.DONALD.JOHN.1138993198
Date: 2018.05.16 13:04:58 -05'00'
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 Schuman
Title ADMINISTRATOR

Date 5-16-18

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By Keith Luhn
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 Julie Bisch
Date 5/14/18

SWIFT P.O. 3-130732

Contract No. 140120

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. News]
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 §18C.05.

By [Signature]
Date 28 MARCH 2017
SWIFT P.O. 199451
Contract No 122751

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Public Safety (DPS) and the Minnesota Department of Military Affairs (DMA).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the DPS obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Scope of Work

This agreement is to determine each agency's rights and responsibilities as it relates to the use, maintenance and operations of the property located at Camp Ripley, known as the Emergency Vehicle Operator's Course (EVOC), in Little Falls, MN, as shown on attached Exhibit 2.

The purpose of the EVOC is to provide for simulated or practical training exercises for purposes of public safety.

DMA will be responsible for the maintenance and operation, and all associated costs, of the EVOC, as is listed in the duties below. DMA has the authority to charge for use of the EVOC, under Minn. Stat., §190.16, Subd. 6a. DPS will have exclusive rights and access for use of the property for the dates listed in attached Exhibit 3. DPS will provide dates for scheduling annually in the form of a written request. DMA will provide DPS priority scheduling and respond to DPS's written request with confirmation within thirty (30) days. DPS may request additional dates, as needed.

DMA shall make the EVOC available to other emergency and public safety ("third party") professionals. Any agreement for such activities will be between DMA and third party and shall not conflict with, invalidate or supersede this agreement or scheduling by DPS.

DUTIES OF DMA:

- All maintenance and operations of the EVOC, and all associated costs, including, but not limited to:
 - Scheduling, safety inspections and briefings, lawn care, snow removal, sweeping, security, access utilities, lighting, preventative maintenance, patching, sealing and overlay of the roadways, and rubber removal
- Develop policies and procedures for maintenance and operations of the property. Perform safety briefings and inspections of the property.
- Grant DPS exclusive rights and access to the property on the designated dates set forth in Exhibit XX. DPS cannot be "bumped" or otherwise removed from using such reservations except in cases of emergency or by mutual agreement.
- Grant DPS first priority in future scheduling of activities on the property
- Keep the property secure from unauthorized use or access
- Adhere to the engineering capabilities of the EVOC by not exceeding the structural limitations with regard to weight, traction type and other limitations of vehicles on the driving surfaces. Develop an emergency response policy and procedure including, but not limited to, fire, medical emergencies, and security events

DUTIES OF DPS:

The duties of DPS will take effect only during those trainings of which are scheduled and administered by DPS.

- Conduct safety inspection of the property prior to each training day and report any damages or concerns to appropriate DMA staff
- Provide all personal property necessary to conduct training on the designated dates, including; materials, equipment, fleet, etc. Personal property shall be removed after completion of each training session or it shall be stored in a secure, agreed upon area on or near the property.
- Provide qualified personnel to conduct the trainings for DPS. All personnel will be employees of DPS and must be present at all times during use of the property.
- DPS will comply with and act in accordance of DMA policies and procedures related to the EVOC property.
- Provide reservation dates for regular trainings to DMA annually and one year in advance in order to receive priority scheduling

3 Consideration and Payment

Based on Exhibit 1, the rate for use of the property for training activities is nine hundred eighty two dollars and no/100 (\$982.00) per day. DMA reserves the right to modify the rate based on actual expenses related to the maintenance and operation of the property. DMA will invoice DPS for use of the property quarterly and in arrears. Payment will be made by DPS within 30 days upon receipt of invoice.

4 Authorized Representative

DPS's Authorized Representative is Colonel Kevin Daly, Chief, Minnesota State Patrol, 445 Minnesota Street, Suite 130, Saint Paul, MN 55101, 651-201-7117, kevin.daly@state.mn.us, or his successor.

DMA's Authorized Representative is Donald Kerr, Executive Director Department of Military Affairs, 20W 12th St, St Paul, Minnesota, 55155, 651-268-8913, Donald.j.kerr2.nfg@mail.mil, or his successor.

Authorized Representatives shall meet annually to assess the use and operations of the EVOC.

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.

6 Liability

Property Damage – It shall be the duty of DMA and DPS to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this agreement, DMA and DPS hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

Liability – DMA and DPS agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat., §3.736, and other applicable law.

7 Termination

Termination of this agreement does not invalidate nor supersede the 2010 Minn. Laws Chapter 189, section 14, subdivision 2, "nonmilitary public safety personnel from Minnesota must be given access to the facility." DMA and DPS agree that if termination of this agreement is necessary, the use of the EVOC by emergency responders, including DPS, will continue under new terms. Termination of this agreement, with or without cause, may be done only by mutual agreement.

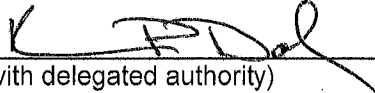
1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. Department of Public Safety

By: 
(with delegated authority)

Title: Chief

Date: 5/31/13

2. Department of Military Affairs

By: 
(With delegated authority)
DONALD J. KERR
EXECUTIVE DIRECTOR

Title: _____

Date: 10 JUNE 2013

Minnesota State Patrol 2013 and 2014 Dates Reserved for EVOC facility at
Camp Ripley

Drafted May 31, 2013

August 13, 2013

March 25 through 29, 2014

April 1 through 5, 2014

April 8 through 12, 2014

April 15 through 19, 2014

April 22 through 26, 2014

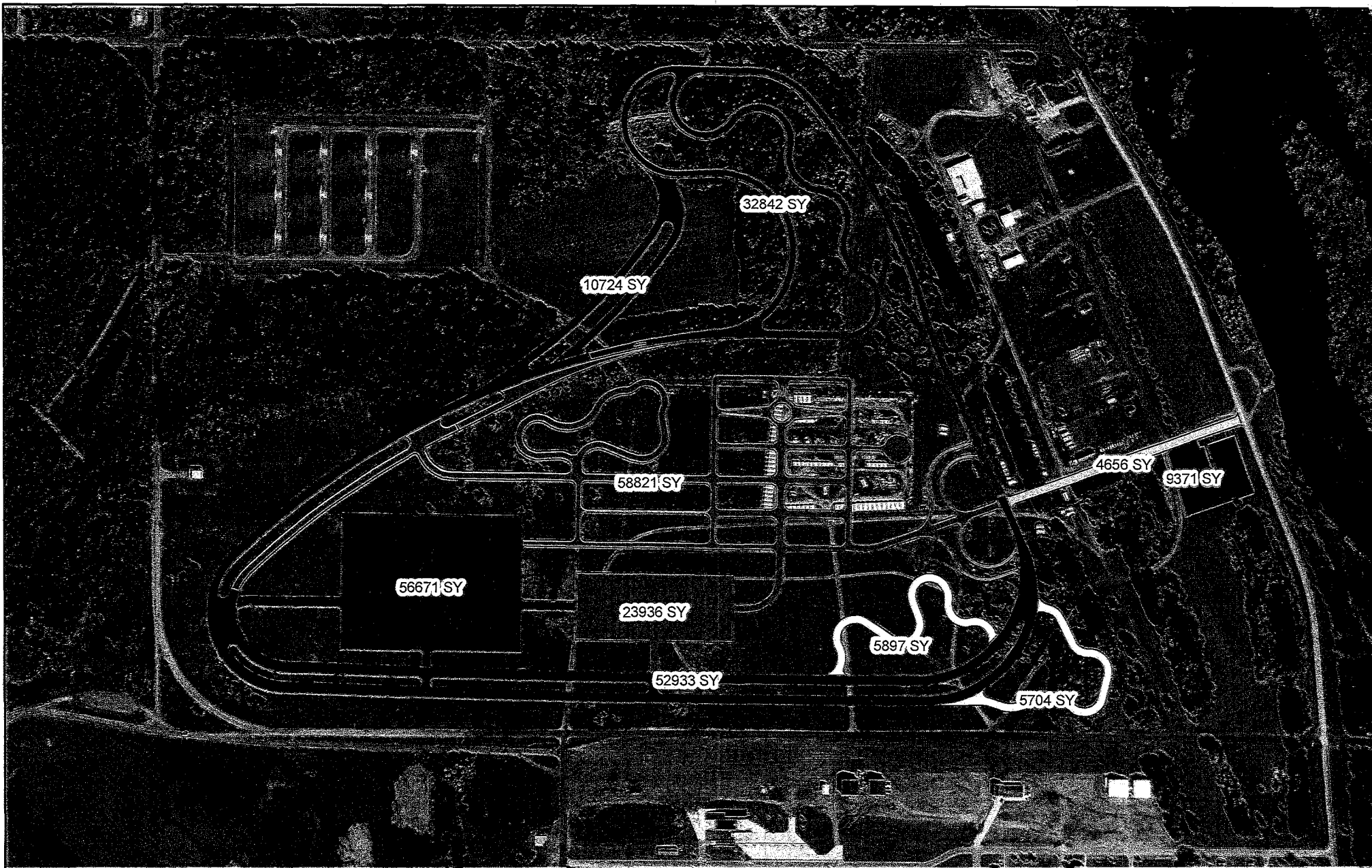
April 29 through May 3, 2014










May 6 through 10, 2014

May 13 through 17, 2014

Area	SY	% of total	Cost per day by a	Cost per day by area rounded
Access Road	4,656	4%	\$ 36.30	\$ 36.00
Country Roads	32,842	26%	\$ 256.04	\$ 256.00
Freeway	52,933	42%	\$ 412.68	\$ 413.00
Dirt Roads	11,601	9%	\$ 90.44	\$ 90.00
Skid Pad	23,936	19%	\$ 186.61	\$ 187.00
Totals	125,968	100%	\$ 982.07	\$ 982.00

EVOC SITE BREAKOUT



 Access Road (4,656)	 Urban Streets (Future)(58,821)
 Country Roads (32,842)	 Skid Pad 2 (Future)(56,671)
 Freeway (52,933)	 Parking Lot (Future)(9,371)
 Dirt Roads (11,601)	 Phase 3 (Future)(10,724)
 Skid Pad 1 (23,936)	

