

DEPARTMENT OF MILITARY AFFAIRS
MINNESOTA ARMY AND AIR NATIONAL GUARD



OFFICE OF THE ADJUTANT GENERAL

VETERANS SERVICE BUILDING

STATE OF MINNESOTA

20 - 12TH STREET WEST

ST. PAUL, MINNESOTA 55155-2004

October 15th, 2020

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,

Handwritten signature of Shawn P. Manke in black ink.

Shawn P. Manke
Major General, Minnesota Army
National Guard
Adjutant General

Minnesota Department of Military Affairs (MDMA)
 SFY 2020 Transfers
 October 15, 2020

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	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	\$ (7,500.00)	Admin	Other Misc Special Revenue Fund	G027203	Enterprise Sustainability Ofc	\$ 7,500.00	Pay for sustainability services	MS 471.59
2	MDMA	General Fund	P012101	General Support	\$ (23,000.00)	Governor's Office	Other Misc Special Revenue Fund	G391300	Governor's Spec Revenue Fund	\$ 23,000.00	Pay for Governor's Office services	MS 471.59
3	DPS	Restrict Misc Special Revenue Fund	P077132	Support Our Troops	\$ (571,369.49)	MDMA	Restrict Misc Special Revenue Fund	P012201	Support Our Troops	\$ 571,369.49	50% of SOT license plate revenues to MDMA	MS 168.1298
4												
5												
6												
7												
8												
9												
10												
Total					\$ (601,869.49)					\$ 601,869.49		

Minnesota Department of Military Affairs (MDMA)
SFY 2020 Interagency Agreements and Service Level Agreements
October 15, 2020

List #	Agency Providing Service	Agency Receiving Service	Amount	Legal Authority	Purpose	Effective Date	Duration
1	MMB	MDMA	\$ 1,085.00	MS 471.59	Pay for Executive Recruiter services	07/01/19	FY 2020
2	MMB	MDMA	\$ 5,000.00	MS 4.045, 16A.055 & MS 471.59	MMB provides staff and support for the Children's Cabinet	07/01/19	FY 2020
3	MMB	MDMA	\$ 4,631.00	MS 16A.055, MS 43A.01, MS 43A.04, & MS 471.59	MMB provides development and implementation of proactive diversity, equity, and inclusion programs	07/01/19	FY 2020
4	MN.IT	MDMA	\$ 1,201,209.75	MS 16E.016	MN.IT provides enterprise IT services (computing, voice, WAN) to MDMA	07/01/19	FY 2020
5	MDMA	DPS	\$ 231,984.45	MS 190.16 Subd 6a	MDMA provides facility related services to MN State Patrol Academy	12/05/17	FY 2020
6	MDMA	DPS	\$ 13,260.84	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 2020
7	MDMA	DPS	\$ 21,604.00	MS 190.16 Subd 6a	MDMA provides maintenance and operational support - EVOC **	06/10/13	FY 2020
8	MDMA	DNR	\$ 24,424.00	MS 190.16 Subd 6a	MDMA provides facility related services to MN DNR Enforcement Academy	01/26/18	FY 2020
9	MDMA	DNR	\$ 87,506.16	MS 190.16 Subd 6a	MDMA provides facility (Nelson Hall) related services to the MN DNR	07/01/17	FY 2020
10	MDMA	DNR	\$ 28,081.08	MS 190.16 Subd 6a	MDMA provides facility (storage warehouse) related services to the MN DNR	07/01/17	FY 2020
11	MDMA	DNR	\$ 6,821.50	MS 190.16 Subd 6a	MDMA provides facility (Bldg. 01-12) related services to the MN DNR	05/09/18	FY 2020
12							
13							
14							
15							
Total			\$ 1,625,607.78				

* 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:

The Office of Enterprise Sustainability (OES) will support state agencies' efforts to fulfill the sustainability goals outlined in the Executive Order 19-27 by managing sustainability metrics and reporting (e.g. Sustainability Reporting Tool); educating on sustainability best practices; assisting with development of their sustainability plans; administering the Productivity Loan Fund; publishing an annual report; and providing other technical assistance.

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., Saint Paul, MN 55155, (651) 201-2561

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

3. Consideration and terms of Payment

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

- If the method of payment is an appropriation transfer, the SWIFT accounting codes are: Fund 2001, FinDeptID G021ADMN, Approp ID G027203
- If paying by invoice, the coding will be the same as above except that the FinDeptID will be G0231009
- Please submit the following amounts not later than July 22nd of each fiscal year:
 FY 2020: **\$7,500** FY 2021: **\$7,500** Total for the biennium: **\$15,000**

4. Terms of Agreement

This agreement is effective July 1, 2019 and shall remain in effect until June 30, 2021.

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

By: <u><i>Erin Campbell</i></u> Title: <u><i>Assistant Commissioner</i></u> Date: <u><i>7.8.19</i></u>	By: <u>KERR.DONALD.JOH</u> <small>Digitally signed by KERR.DONALD.JOHN.1138993198 Date: 2019.07.08 14:23:30 -05'00'</small> <u>N.1138993198</u> Title: <u>Executive Director</u> Date: <u>08 JUL 2019</u>
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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, public engagement 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, 2019

Expiration date: June 30, 2020

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 \$23,000.00 for the fiscal year ending June 30, 2020. Fiscal year payment should be processed by July 15, 2019. 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, Chief Operating Officer. 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: Executive Director

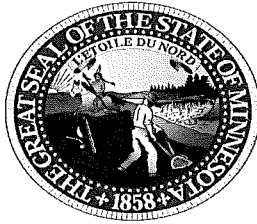
Date: 27 JUN 2019

Office of the Governor Signature

By: AES

Title: COO

Date: 6/14/19



BUDGET TRANSFER INFORMATION

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

INVOICE DATE: 06/17/19
INVOICE NUMBER: G39-20-15-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>
7/1/2019 - 6/30/2020	Policy advisors, communications specialists, public engagement specialists, constituent services caseworkers, and legal staff Federal affairs work	\$ 23,000.00

BUDGET TRANSFER OF APPROPRIATION CODING INFORMATION

Transfer in Agency Name Governor's Office
BFY 20

To Appropriation

Business Unit	<u>MN001</u>
Ledger Group	<u>KK_APPROP</u>
Fund Code	<u>2001</u>
Fin DeptID	<u>G3910000</u>
Appropriation ID	<u>G391300</u>
Amount	<u>\$ 23,000.00</u>

Selection Criteria: Budget Period - 2020, Fund - 1000 to 2000, DeptID - P0100000 to P013Z, AppropID - P010 to P01Z, Posted Through - 12/31/2020

Appropriation Budget	Budget Period: 2020	Fund: 1000	DeptID: P0110000	AppropID: P012101	General Support
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Referenced Transfer Budget	Budget Period: 2020	Fund: 2001	DeptID: G021ADM N	AppropID: G027203
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Transfer Type	Journal Class	KK Journal ID	Posted Date	Tran Type	Ref #	Anticipated In	Actual In	Anticipated Out	Actual Out
Out	XAT	0004839091	06/28/2019	Original	ADM OES XF	0.00	0.00	7,500.00	0.00
Sys Gen	XAT	0004861507	07/08/2019	Original	OES XFER	0.00	0.00	-7,500.00	0.00
Out	XTA	0004861507	07/08/2019	Original	OES XFER	0.00	0.00	0.00	7,500.00
Total Transfers With: 2020 / 2001 / G021ADMN / G027203						0.00	0.00	0.00	7,500.00

Referenced Transfer Budget	Budget Period: 2020	Fund: 2001	DeptID: G3910000	AppropID: G391300
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Transfer Type	Journal Class	KK Journal ID	Posted Date	Tran Type	Ref #	Anticipated In	Actual In	Anticipated Out	Actual Out
Out	XAT	0004839079	06/28/2019	Original	GOV XFER	0.00	0.00	23,000.00	0.00
Sys Gen	XAT	0004861505	07/08/2019	Original	GOV XFER	0.00	0.00	-23,000.00	0.00
Out	XTA	0004861505	07/08/2019	Original	GOV XFER	0.00	0.00	0.00	23,000.00
Total Transfers With: 2020 / 2001 / G3910000 / G391300						0.00	0.00	0.00	23,000.00

Total Transfers Out and In For: 2020 / 1000 / P0110000 / P012101						0.00	0.00	0.00	30,500.00
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Selection Criteria: Budget Period - 2020, Fund - 1000 to 2000, DeptID - P0100000 to P013Z, AppropID - P010 to P01Z, Posted Through - 12/31/2020

Appropriation Budget	Budget Period: 2020	Fund: 2000	DeptID: P0110000	AppropID: P012201	Support Our Troops
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Referenced Transfer Budget	Budget Period: 2020	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	0004873481	07/22/2019	Original	1	550,000.00	0.00	0.00	0.00
Sys Gen	XAT	0005032895	10/14/2019	Original	1	-135,745.00	0.00	0.00	0.00
In	XTA	0005032895	10/14/2019	Original	1	0.00	135,745.00	0.00	0.00
Sys Gen	XAT	0005197421	01/17/2020	Original	1	-113,937.00	0.00	0.00	0.00
In	XTA	0005197421	01/17/2020	Original	1	0.00	113,937.00	0.00	0.00
Sys Gen	XAT	0005335510	04/03/2020	Original	1	-150,880.00	0.00	0.00	0.00
In	XTA	0005335510	04/03/2020	Original	1	0.00	150,880.00	0.00	0.00
Sys Gen	XAT	0005533069	07/24/2020	Original	1	-149,438.00	0.00	0.00	0.00
In	XTA	0005533069	07/24/2020	Original	1	0.00	149,438.00	0.00	0.00
In	XTN	0005537487	07/30/2020	Original	1	0.00	21,369.49	0.00	0.00
Total Transfers With: 2020 / 2000 / P0717000 / P077132						0.00	571,369.49	0.00	0.00
Total Transfers Out and In For: 2020 / 2000 / P0110000 / P012201						0.00	571,369.49	0.00	0.00

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.09 and 471.59, this is an agreement between Minnesota Management and Budget and Department of 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 the services provided, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST for FY 20 = \$1,085

You will receive an invoice from MMB for this amount in July 2019. This invoice shall be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 1, 2019, and shall remain in effect until June 30, 2020.

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: Title: Executive Director Date: 28 JUN 2019	By: <i>Din</i> Title: <i>CEO</i> Date: <i>6-26-19</i>

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 4.045, 16A.055, and 471.59, this is an agreement between Minnesota Management & Budget (MMB) and the Department of Military Affairs (DMA).

1. Services to be Performed:

Minnesota Management and Budget will provide staffing and support for the Children’s Cabinet (Minnesota Statutes, section 4.045), including the coordination of interagency efforts seeking to ensure that all Minnesota children are healthy, safe, and prepared to achieve their full potential.

Authorized Agents:

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

MMB: Erin Bailey, Assistant Commissioner – Children’s Cabinet, or his/her successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, Erin.Bailey@state.mn.us, 651-201-8044.

DMA: Donald Kerr, Director for Office of the Adjutant General, or his/her successor designated by the Adjutant General, 20 West 12th Street, St. Paul, MN, 55155, donald.j.kerr2.nfg@mail.mil, 651-268-8913.

2. Consideration and Terms of Payment:

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

TOTAL COST: \$5,000

You will receive an annual invoice from MMB in July 2019. This invoice should be paid within 30 days of receipt.

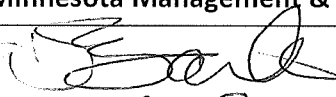
3. Term of Agreement:

This agreement is effective July 1, 2019, and shall remain in effect until June 30, 2020.

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. Digitally signed by KERR.DONALD.JOHN.1138993198 1138993198 Date: 2019.06.25 13:57:44 -05'00' Title: Executive Director, Department of Military Affairs Date: 25JUN2019	By:  Title: Asst Commissioner Date: 06/27/19

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16A.055, 43A.01, 43A.04 and 471.59, this is an agreement between Minnesota Management and Budget and Department of Military Affairs.

1. Services to be Performed:

The chief inclusion officer will lead the development and implementation of proactive diversity, equity, and inclusion programs which will support the State's diversity and inclusion strategic plan. The chief inclusion officer will also provide strategic guidance and direction across the enterprise and support the Governor's Diversity, Inclusion, and Equity Council.

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

TOTAL COST for FY 20 = \$4,631

You will receive an invoice from MMB for this amount in July 2019. This invoice shall be paid within 30 days of receipt.

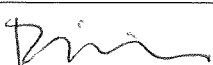
3. Term of Agreement:

This agreement is effective July 1, 2019, and shall remain in effect until June 30, 2020.

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:	By: 
Title: Executive Director	Title: CFO
Date: 28 JUN 2019	Date: 6-26-19

BY20 MNIT SLA related billings to state agencies as of 10-1-20

Sum of Billing Less Credits/Write offs	Service				
Agency	Customer Name	COMPUTING	VOICE	WAN	Grand Total
P01	MILITARY AFFAIRS DEPT	\$ 38,123.53	\$ 165,042.98	\$ 998,043.24	\$ 1,201,209.75
Grand Total		\$ 38,123.53	\$ 165,042.98	\$ 998,043.24	\$ 1,201,209.75



State of Minnesota Interagency Agreement

SWIFT Contract #161569

This Agreement is between the Minnesota Department of Public Safety, acting on behalf of the Minnesota State Patrol ("MSP"), and the Department of Military Affairs, (DMA)

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** July 1, 2019, or on the date the MSP obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

2 Scope of Agreement

This agreement will provide for the use of ground, facilities, supplies and services at Camp Ripley for training related activities by MSP which will be scheduled in advance for appropriate services as required by MSP for each training event. Upon satisfactory negotiation by MSP and DMA, DMA will provide a written quote to MSP. Based on the written quote, MSP will provide an approved Purchase Order to DMA for the use of the negotiated grounds and facilities and in advance of each use of the ground and facilities at Camp Ripley.

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

MSP shall be responsible for internal security of personnel and property within the areas assigned to it. MSP shall accept full responsibility for the conduct of all MSP employees and other individuals invited by MSP admitted to Camp Ripley pursuant to this agreement. MSP shall immediately report any violation of the laws, ordinances, rules or regulations, including the Camp Ripley Regulations, to the Camp Ripley Security Force at the Main Gate or Building 2-299, Ext. 7339.

In the event that any property of the United States or State of Minnesota is damaged or destroyed by the MSP in Camp Ripley, the MSP 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 destructions of government property.

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

MSP shall vacate the grounds and facilities assigned to it and restore the grounds and facilities to as good order and condition as that existed upon its arrival.

No Smoking is allowed on the Camp Ripley premises pursuant to Minnesota Statutes § 16B.24, Subd. 9.

All notices, or communications between MSP and DMA shall be deemed sufficiently given or rendered if in writing or email and delivered to either party personally or sent by

registered or certified mail addressed to the Authorized Representatives, or their successor, under this agreement.

3 Consideration and Payment

MSP will pay DMA for the use of grounds, facilities, supplies and services in accordance with the written quote amount for each event. The total obligation of MSP for all compensation and reimbursement to DMA under this agreement will not exceed Eight Hundred Fifty Thousand Hundred and 00/100 Dollars (\$850,000.00)

Invoice for each training session must be submitted no later than thirty (30) calendar days following the completion of each training session. Final invoice for State FY20 must be received no later than July 15, 2020. Final invoice for State FY21 must be received no later than July 15, 2021.

4 Conditions of Payment

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

5 Authorized Representatives

MSP Authorized Representative is the person below, or his successor:

Name: Andrew Thelen, Lieutenant, Training & Development
Address: Dept. of Public Safety; Minnesota State Patrol
1900 W County Road I
Shoreview, MN 55126
Telephone: 651-757-1911
Email Address: Andrew.thelen@state.mn.us

DMA Authorized Representative is the person below, or his successor:

Name: Donald Kerr, Executive Director
Address: Department of Military Affairs
20 12th Street West
Saint Paul, MN 55155
Telephone: 651.268.8913
Email Address: Donald.J.kerr2.nfg@mail.mil

6 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.

7 Liability

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

8 Termination

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

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1 State Encumbrance Verification
Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

By: [Signature]

Date: 7/18/19

3 Department of Public Safety: Minnesota State Patrol

By: [Signature]
(with delegated authority)

Printed Name: Mark Langer

Title: Chief

Date: 7-9-19

2 Department of Military Affairs

By: KERR.DONALD.JOHN.1138993198 Digitally signed by
KERR.DONALD.JOHN.1138993198
Date: 2019.07.17 16:56:33 -05'00'

(with delegated authority)

Printed Name: Donald J. Kerr

Title: Executive Director

Date: 17 July 2019

Name: State Patrol Academy Address: 15000 Hwy 115 Little Falls, MN 56345 Attn: Kathy Craft Phone:	<h2 style="margin: 0;">CAMP RIPLEY LEASE STATEMENT</h2>	LEASE #: 20-121 BILLING DATE: 23-Apr-20 TRAINING DATES: 30 Dec 19 - 16 Apr 20 2000-P0134210-P010911
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FOR BILLING INQUIRIES, CALL POST OPERATIONS AT (320) 616-2708 or (320) 616-5006

SUMMARY OF CHARGES

Charges	Amount	Charges	Amount
Buildings		Miscellaneous	
Maid Service Quarters	\$184,589.00	DPW Labor	
T-Building 7-135 (kitchen) x 96 days	\$7,680.00	Round Lake	
TACC Gym x 2 days	\$450.00	Deparcq Woods (Amphitheater)	
Chapel		Building Cleaning Fee	
EMTC Academy Room x 96 days	\$7,680.00	Bennett Hill	
Hangar Conference Center		Laundry	\$1,218.25
Bullpen x 2 days	\$300.00	State Warehouse Supplies	\$634.20
Recreation Center		SUBTOTAL	\$ 1,852.45
Ripley Town Hall		Classrooms	
HQ Building 7-1, Sections 4 & 5 x 65 days	\$9,100.00	Ed Center Classroom (Small)	
SUBTOTAL	\$ 209,799.00	Ed Center Classroom (Medium)	
Ranges/Training Areas		Ed Center Classroom (Large)	
EVOG x 15 days	\$14,730.00	Ed Center Auditorium x 4 hrs	\$113.00
Non Automated Range x 7 days	\$1,680.00	Range Classroom	
A-4 x 2 days	\$660.00	EMTC Conference Room x 96 days	\$2,400.00
Biathlon Range/Building (90/10)			
C-Range x 1 day	\$40.00		
CACTF (1 Bldg) x 1 day	\$65.00	SUBTOTAL	\$ 2,513.00
A-5 MOUT Village (90/10)		Administrative Fees	
Land Navigation		Administrative Fees	\$300.00
Training Area		User Fee	\$15.00
Confidence Course			
A-2 x 1 day	\$330.00	SUBTOTAL	\$ 315.00
SUBTOTAL	\$ 17,505.00	TOTAL BILL	\$231,984.45

(DETACH AT DOTTED LINE AND RETURN WITH REMITTANCE)

Lease #: 20-121

Make checks payable to and submit remittance to:

Camp Ripley Mess Fund
 15000 HWY 115, Bldg 11-1
 Little Falls, MN 56345-4173

Amount Enclosed: \$ _____

Credit card payments (add'l 5% fee will be added):

Card #: _____

Exp Date: _____

Name on Card: _____

CVV Code: _____

Billing Zip Code: _____

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 6 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. ...]
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]
Date 28 MARCH 2017
SWIFT P.O. 199451
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.

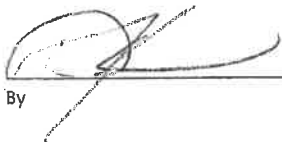
7. LIABILITY

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

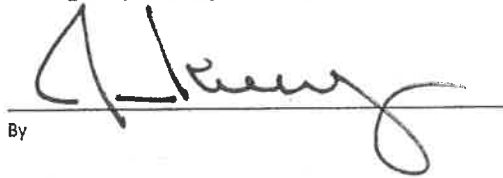
Department of Military Affairs


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

EVOC Information

- a. EVOC daily cost is \$982**
- b. EVOC Usage by the MN State Patrol from 1 Jul 19 to 30 Jun 20**
 - 1) 23 days of which 2 days were 4 hrs each day**
 - 2) 21 days at \$982 per day equals, \$20,622**
 - 3) 2 days (4 hrs/day) x \$491 equals \$982**
 - 4) Grand Total: \$21,604**

The snow removal and any maintenance costs are included in the daily charge

**STATE OF MINNESOTA
MASTER INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Military Affairs (DMA), Veterans Service Building, 20 West 12th Street, St. Paul, MN 55155 and Department of Natural Resources (DNR), 500 Lafayette Road, St. Paul, MN 55155.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* July 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The agreement will provide for the use of grounds and facilities at Camp Ripley for DNR activities scheduled in advance by DNR for appropriate services required by DNR for each event. Upon satisfactory negotiation by DNR and DMA, DMA will provide a written quote to DNR. Based on the written quote on DMA's ATS Form 122 (see Exhibit A), DNR will encumber the money, sign and return the quote with the Purchase Order number to DMA for the use of the negotiated grounds and facilities and in advance of each use of the grounds and facilities at Camp Ripley.

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

DNR shall be responsible for internal security of personnel and property within the areas assigned to it. DNR shall accept full responsibility for the conduct of all DNR employees and other individuals invited by DNR admitted Camp Ripley pursuant to this agreement. DNR shall immediately report any violation of laws, ordinances, rules or regulations, including the 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 the DNR in Camp Ripley, the DNR 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 to government property.

No liability for loss of DNR's personal property resulting from fire, tornado, 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.

DNR shall vacate the grounds and facilities assigned to it and restore the grounds and facilities to as good order and condition as that existed upon arrival.

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

All notices, or communications between DNR and DMA shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed to the authorized representatives, or their successor, under this agreement.

3 Consideration and Payment

DNR will pay DMA for use of grounds and facilities according to each Purchase Order for each event. Payment will be made as a Vendor Payment to the Camp Ripley Mess Fund.

The total obligation of Department of Natural Resources (DNR) for all compensation and reimbursements to Department of Military Affairs (DMA) under this agreement will not exceed \$650,000.00.

4 Conditions of Payment

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

5 Authorized Representative

DNR's Authorized Representative is Kim Montgomery, Contract Coordinator, 500 Lafayette Road, St. Paul, MN 55112, Ph: 651-259-5567, her successor.

DMA's Authorized Representative is Donald Kerr, Executive Director, 20 12th Street West, St. Paul, MN 55101, Ph: 651-268-8913, or his successor.

6 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.

7 Liability

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

8 Termination

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

1. DEPARTMENT OF MILITARY AFFAIRS

KERR.DONALDJOHN.113899319 Digitally signed by
KERR.DONALDJOHN.1138993198
Date: 2019.06.06 12:03:50 -05'00'

By: 8
(with delegated authority)

Title: Executive Director

Date: 06JUN2019

2. DEPARTMENT OF NATURAL RESOURCES

By: 
(with delegated authority)

Title: Director

Date: 6/11/19

Name: MN DNR Enforcement Academy
Address: 15011 Hwy 115
 Little Falls, MN 56345
Attn: CO Mike Lee
Phone: (218) 821-9747

CAMP RIPLEY LEASE STATEMENT

LEASE #: 20-239
BILLING DATE: 16-Jul-20
TRAINING DATES: 4 May-30 Jun 20
 2000-P0134210-P010911

FOR BILLING INQUIRIES, CALL POST OPERATIONS AT (320) 616-2708 or (320) 616-5006

SUMMARY OF CHARGES

Charges	Amount	Charges	Amount
Buildings		Miscellaneous	
Maid Service Quarters	\$16,579.00	DPW Labor	
T-Building		Round Lake	
TACC Gym x 6 days	\$1,350.00	Deparcq Woods (Amphitheater)	
Chapel		Building Cleaning Fee	
EMTC Academy Room x 42 days	\$3,360.00	Bennett Hill	
Hangar Conference Center			
Bullpen			
Recreation Center		SUBTOTAL	\$ -
Ripley Town Hall		Classrooms	
		Ed Center Classroom (Small)	
SUBTOTAL	\$ 21,289.00	Ed Center Classroom (Medium)	
Ranges/Training Areas		Ed Center Classroom (Large)	
EVOG		Ed Center Auditorium	
A-12 x 5 day, B-2 x 3 days	\$1,920.00	Range Classroom	
Automated range (20/80)			
Biathlon Range/Building (90/10)			
C-Range/North Range (90/10)			
CACTF/CTF/UAC (90/10)		SUBTOTAL	\$ -
A-5 MOUT Village (90/10)		Administrative Fees	
Land Navigation		Administrative Fees	\$300.00
(5) Cantonment Training Areas x 6 days	\$900.00	User Fee	\$15.00
Confidence Course			
		SUBTOTAL	\$ 315.00
SUBTOTAL	\$ 2,820.00	TOTAL BILL	\$24,424.00

(DETACH AT DOTTED LINE AND RETURN WITH REMITTANCE)

Lease #: 20-239

Make checks payable to and submit remittance to:

Camp Ripley Mess Fund
 15000 HWY 115, Bldg 11-1
 Little Falls, MN 56345-4173

Amount Enclosed: \$ _____

Credit card payments (add'l 5% fee will be added):

Card #: _____

Exp Date: _____

Name on Card: _____

CVV Code: _____

Billing Zip Code: _____

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 -0500

By OHN.1138993198

Executive Director

Date 26 June 2017

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 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.05.

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.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 -05'00'

Title Executive Director

Date 26 June 2017

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 Gert Schuman

Title ADMINISTRATOR

Date 6-14-17

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By Neil 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 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.

By KERR.DONALD.JOHN Digitally signed by
KERR.DONALD.JOHN.1138993198
Date: 2018.05.16 13:04:58 -05'00'

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 Schumaker
Title ADMINISTRATOR

Date 5-16-18

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By Keith Fisher
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