

(File Name: _____)

Revised

Authority (C.F. or A.O.)

LEASE NO. _____

DATE: _____

CITY OF SAINT PAUL

**LESSOR: _____ CITY OF SAINT PAUL
FIRE DEPARTMENT**



**LESSEE: _____ Fire Nuggets
232 East 1st Street
New Richmond, WI 54017**

LEASE AGREEMENT

1) **Leased Premises.** The LESSOR, in consideration of the payment of the Basic Rent and Additional Rent hereinafter specified to be paid by the LESSEE, and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the premises hereinafter referred to as the "Leased Premises", whose address is:
Saint Paul Fire Training Center, 1683 Energy Park Drive, Saint Paul, MN, 55108,

2) **Term of Lease.** This lease shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by the LESSOR as provided herein.

Term (Months/Years)	Commencing Date	Ending Date
_____	<u>July 23, 2016</u>	<u>July 23, 2017</u>

3) **Use of Premises.** The LESSEE shall use and occupy the Leased Premises for the following purpose:
Search, ventilation, and forcible entry training
and for no other purpose without the prior written consent of LESSOR.

The public purpose of is to provide a training site for firefighters to receive training on search, ventilation, and forcible entry.

By prior arrangement with the Saint Paul Fire Training Chief, the LESSEE may use the facilities mentioned above.

4) **Rent.** Rent shall consist of Basic Rent and such Additional Rent as may apply. LESSEE shall pay all rent in advance, on the first day of the term of the lease and on the first day of each payment period thereafter as indicated in the Payment Schedule below:

In the event that LESSEE does not make such payments (or any payments required to be paid as Additional Rent), LESSOR may make the payments at its option, and the payments so paid become Additional Rent, and are due and payable by the LESSEE with the payment of Basic Rent next required after written notice of same to the LESSEE by LESSOR.

LESSEE shall make all payments of Rent to LESSOR at the following address pursuant to the attached payment schedule:

City of Saint Paul, 15 West Kellogg Blvd Suite 700, Saint Paul, MN 55102

The applicable account number for City Finance Accounting Code is:

22222140-45115-2222220000-45115

All Rent payments due pursuant to the attached schedule shall be payable on the date certain provided herein, or if no date certain is provided, within 30 days of the billing date. The LESSOR shall charge interest of 1.5% per month on any Rent remaining unpaid beyond the due date as here provided.

- 5) **Taxes.** LESSEE shall be responsible for and pay all taxes and assessments against the Leased Premises, except that LESSEE may at its own expense contest and challenge the imposition or amount of any such tax or assessment as prescribed by law; provided, however, that in the event this Lease is terminated by either party, LESSOR may at its option require the LESSEE to pay such contested taxes pending appeal, to place in escrow a sum sufficient to pay said taxes, or take other action that will remove said contested taxes as an encumbrance to title or as an exception to the transferability of marketable title to the Leased Premises.
- 6) **Right of Entry.** At all times during the term of this lease, the LESSOR shall have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.
- 7) **Insurance.**
- A. Lessee shall be required to carry insurance of the kind and in the amounts shown below for the life of the lease. Certificates for General Liability Insurance should state that the City of Saint Paul, the Saint Paul Fire Department, its officials, employees, agents and representatives are Additional Insureds.
1. General or Business Liability Insurance
 - a) \$1,000,000 per occurrence
 - b) \$1,000,000 aggregate
 - c) \$1,000,000 personal injury and advertising
 2. Automobile Insurance – When personal vehicles are used in connection with a lease, the City is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities.
 - a) Bodily Injury \$30,000 per person/\$60,000 per accident
 - b) Property Damage \$20,000 per accident
 3. Workers Compensation and Employer’s Liability
 - a) Worker’s Compensation per Minnesota Statutes
 - b) Employer’s Liability shall have minimum limits of \$500,000 per accident;

\$500,000 per employee; \$500,000 per disease policy limit.

- c) LESSEES with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed State of Minnesota form.

4. Property Insurance

It is recommended that Lessee carry personal property insurance for their Contents during the life of the lease.

5. General Insurance Requirements

- a) All policies shall be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. All certificates of insurance shall provide that the Division of Contract and Analysis Services be given not less than (30) days prior written notice of cancellation, non-renewal or any material changes in the policy, including but not limited to, coverage amounts. Agent must state on the certificate if company carries errors and omissions coverage.
- b) The LESSEE may not commence any work until Certificate of Insurance covering all of the insurance required for this project is approved and the Project Manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.
- c) The City reserves the right to review LESSEE's insurance policies at any time to verify that City requirements have been met.
- d) Nothing shall preclude the City from requiring LESSEE to purchase and provide evidence of additional insurance if the scope of services change, if the amount of the contract is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.
- e) Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy shall be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.
- f) The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of the LESSEE to purchase and maintain additional insurance that may be necessary in relation to this lease.
- g) Nothing in this contract shall constitute a waiver by the LESSOR of any statutory limits or exceptions on liability.
- h) LESSEE shall place the insurance with responsible insurance companies

authorized and licensed to do business in the State of Minnesota and approved by LESSOR, and shall deliver copies of the policies to LESSOR on the date of the LESSEE's execution of this agreement. The policies in paragraph (7) shall be endorsed to indicate that the insurer cannot cancel or change the insurance without first giving the LESSOR thirty (30) days' written notice.

- i) Insurance limits shall be subject to the tort claims liability limits as set forth in chapter 466 of Minnesota Statutes.
 - j) Waiver of Subrogation. LESSOR waives its right of subrogation for damage to the Building, contents therein, loss of use thereof, and/or loss of income, up to the amount of insurance proceeds collected. LESSEE waives its right of subrogation for damage to property in the Leased Premises, loss of use thereof, loss of income and/or accounts receivable, up to the amount of their respective insurance proceeds collected. The parties shall notify their respective insurance companies, in writing, of the provisions of this paragraph; and, if either cannot waive its subrogation rights, such party shall immediately notify the other party, in writing.
- 8) **Cancellation or Termination.** This lease shall be subject to cancellation and termination by LESSOR at any time during the term hereof by giving the LESSEE notice in writing at ninety (90) days, (thirty (30) days for leases with a term of one (1) year or less or any month-to-month tenancies) prior to the date when such termination shall become effective. In the event of such termination, and on the effective date of such termination, LESSOR shall return any unearned rental paid by the LESSEE without interest.
- 9) **Notice.** All notices herein provided to be given, or that may be given by either party to the other, shall be deemed to have been fully given when served personally on LESSOR or LESSEE, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to the LESSEE at the address stated on page (1) and to the LESSOR at the Real Estate Division, 25 W. 4th St., 1000 City Hall Annex, Saint Paul, Minnesota 55102. The address to which the notice shall be mailed may be changed by written notice given by either party to the other. Nothing herein shall preclude the giving of such address change notice by personal service.
- 10) **Assignment and Subletting.** LESSEE shall not assign or sublet this Lease without the written consent of the LESSOR, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises.
- 11) **Maintenance and Repairs.** LESSEE shall, at its own cost and expense, be responsible for all repairs, maintenance and upkeep of the Leased Premises, including but not limited to emergency repairs of any kind; routine maintenance and repair to keep the Leased Premises in good repair, safe and in compliance with applicable fire, health, building and other life-safety codes; and all repairs and maintenance needed to keep the buildings or structures on the Leased Premises in good condition, including (a) the exterior (including windows and doors) and interior structure of the buildings or structures, (b) the roof or roofs, (c) the heating, ventilating and air conditioning

systems therein, (d) all electrical, plumbing, lighting, mechanical systems, fire suppression equipment, i.e. fire sprinkler system; and (e) all grounds, fences and roads within the Leased Premises. The foregoing obligations shall bind the LESSEE regardless of the cause of the damage or condition necessitating the repair or maintenance.

- 12) **Payments in Case of Default.** LESSEE shall pay LESSOR all costs and expenses, including reasonable attorney's fees in any action brought by LESSOR to recover any rent due and unpaid hereunder, or for the breach or default of any of the covenants or agreements contained in this Lease, or to recover possession of said property, whether such action progresses to judgment or not.
- 13) **Surrender of Premises.** The LESSEE, at the expiration of said term, or any sooner termination of this lease, shall quit peacefully and surrender possession of said property and its tenant buildouts and trade fixtures to LESSOR in as good order and condition as the property was delivered to the LESSEE. LESSOR reserves the right to accept tenant buildouts and trade fixtures, or LESSEE must remove them.
- 14) **Indemnity.** The LESSEE agrees to indemnify, defend, save and hold harmless the City of Saint Paul and any agents, officers and employees thereof from all claims, demands, actions or causes of action of whatsoever nature or character, arising out of or by reason of the Lease of the herein described Leased Premises by the LESSOR to the LESSEE, or the use or condition of the Leased Premises or as a result of the operations or business activities taking place on the Leased Premises. It is fully understood and agreed that LESSEE is aware of the conditions of the Leased Premises and leases the same "as is."
- 15) **Holdover.** Any holdover after the expiration of the term of this Lease shall be allowed only after receiving the written consent of the LESSOR. Said tenancy shall be deemed to be a tenancy only from month-to-month. All other terms and conditions of this Lease shall be applicable.
- 16) **Pollution and Contaminants.** LESSEE agrees to comply with all ordinances, laws, rules and regulations enacted by any governmental body or agency relating to the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes.

LESSEE shall bear all costs and expenses arising from compliance with said ordinances, laws, rules, or regulations and shall indemnify, defend, save and hold harmless LESSOR from all liability, including without limitation, fines, forfeitures, and penalties arising from the failure by LESSEE to comply with such ordinances, laws, rules or regulations. LESSOR has the right to perform cleanup and charge the LESSEE as Additional Rent for such costs should the LESSEE fail to comply.
- 17) **Controlling Lease.** In the event there is any prior existing lease or rental agreement between LESSEE and LESSOR (or its predecessor in interest) covering the subject property, it is agreed and understood that this Lease shall cancel and terminate any prior leases or rental agreements as of the effective date of this lease.
- 18) **Destruction.** In the event of damage to or destruction of the Leased Premises or in the event the premises becomes untenable or unfit for occupancy due to such damage during the term of this

Lease, LESSOR may at its option:

- a) terminate the lease upon fifteen (15) days' written notice to LESSEE; or
- b) within fifteen (15) days agree to restore the premises within a reasonable time period following the casualty, charging the costs in excess of the insurance proceeds, if any, to the LESSEE as Additional Rent; or
- c) may direct that LESSEE promptly restore the Leased Premises to substantially the condition existing immediately prior to such damage or destruction, and for that purpose, if such damage or destruction was caused by perils insured against the LESSOR shall make available to LESSEE pro-rata, as work progresses, the net proceeds of such insurance. If such proceeds are insufficient to pay the entire cost thereof, LESSEE agrees to pay as Additional Rent, a lump sum payment (or in a form agreed upon by the LESSOR) equal to the remainder of such cost.

The Basic Rents to be paid during the restoration period shall be abated in proportion to the percentage of loss and impairment of the use of the Leased Premises as determined by the LESSOR, times the number of days of loss or impairment.

19) **Events of Default.** The occurrence of any of the following events during the term of this Lease shall constitute an event of default by the LESSEE:

- a) the filing of a petition to have LESSEE adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States relating to bankruptcy filed by LESSEE;
- b) in the event a petition to have LESSEE adjudicated bankrupt is filed against LESSEE, the failure to dismiss such petition within ninety (90) days from the date of such filing;
- c) the assets of LESSEE or of the business conducted by LESSEE on the Leased Premises be assumed by any trustee or other person pursuant to any judicial proceedings;
- d) LESSEE makes any assignment for the benefit of creditors;
- e) the failure by LESSEE to timely pay Basic Rent or Additional Rent as required by this Lease;
- f) the failure by LESSEE to observe and perform any covenant, condition or agreement on its part to be observed or performed as required by this Lease; or
- g) the failure by LESSEE or its surety to discharge, satisfy or release any lien or lien statement filed or recorded against the Leased Premises within sixty days after the date of such filing or recording, whichever date is earlier.

It is an express covenant and agreement of LESSOR and LESSEE that LESSOR may, at its election, terminate this Lease in the event of the occurrence of any of the events described in this

paragraph or in paragraph (22) relating to liens by giving not less than ten days' written notice to LESSEE; and when so terminated, LESSOR may reenter the Leased Premises. This Lease and its Leased Premises shall not be treated as an asset of LESSEE'S estate. It is further expressly understood and agreed that LESSOR shall be entitled upon such reentry, notwithstanding any other provision of this Lease, to exercise such rights and remedies as are provided in Paragraph (24) of this Lease.

- 20) **Compliance with Laws.** The property described herein may be used for only the purposes stated herein. It is the sole and exclusive responsibility of the LESSEE in the use of the property to comply with all laws, rules, regulations or ordinances imposed by any jurisdiction affecting the use to which the property is proposed to be put. Inability or failure by the LESSEE to comply with any of said laws, rules, regulations or ordinances will not relieve the LESSEE of the obligation to pay the rental provided herein.
- 21) **Non-Discrimination.** The LESSEE for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that
- a) no person, on the ground of race, color, national origin, religion, sex, family status, disability, receipt of public assistance, sexual orientation, marital status, creed or age shall be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination in the use of said facilities;
 - b) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;
 - c) that such discrimination shall not be practiced against the public in its access in and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest and recreation) constructed or operated on the Leased Premises; and
 - d) that the LESSEE shall use the premises in compliance with all other requirements imposed pursuant to the Saint Paul Legislative Code Chapter 183.
- 22) **Liens.** The LESSEE shall not permit mechanic's liens or other liens to be filed or established or to remain against the Leased Premises for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made to the Leased Premises, or for any other reason; provided that if the LESSEE shall first notify the LESSOR of its intention to do so and shall deposit in escrow with the LESSOR a sum of money or a bond or irrevocable letter of credit acceptable to the LESSOR equal to the amount of the claim of lien, LESSEE may in good faith contest any such claims or mechanic's or other liens filed or established and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest. If, in the opinion of the LESSOR, the nonpayment of any such items subjects the Leased Premises to any loss or forfeiture, the LESSOR may require the LESSEE to use the escrow account to promptly pay all such unpaid items and if

LESSEE fails to pay from the escrow account, the LESSOR may pay and charge the LESSEE as Additional Rent.

- 23) **Eminent Domain.** In the event the entire Leased Premises are taken by eminent domain, or such portion thereof is so taken that in LESSEE'S reasonable judgment it is uneconomic thereafter to restore the Leased Premises and proceed under the terms and provisions of this Lease, LESSEE may terminate this Lease by giving to LESSOR thirty days' written notice of termination, effective as of the date on which the condemning authority acquires legal title or physical possession of the Leased Premises. LESSEE hereby waives and releases any claim to or share in the Award of Compensation for the taking, notwithstanding any other provision of law, this Lease or any other agreement. LESSEE may to the extent otherwise permitted in the eminent domain proceeding, remove its own trade fixtures at its own expense.
- 24) **Default Remedies.** In the event an Event of Default occurs under paragraph (19) of this Lease, LESSOR may exercise any one or more of the following remedies:
- a) reenter and take possession of the Premises without termination of this Lease, and use its best efforts to ease the Premises to or enter into an agreement with another person for the account of LESSEE;
 - b) terminate this lease, exclude LESSEE from possession of the Premises, and use its best efforts to lease the Premises to or enter into an agreement with another in accordance with applicable law;
 - c) exclude LESSEE from possession of the Premises, with or without terminating this Lease and operate the Premises itself;
 - d) terminate the Lease, exclude LESSEE from possession of the Leased Premises, sell all or any part of the Premises at the best price obtainable (provided such sale is permitted by applicable law,) such sale to be on such terms and conditions as the LESSOR, in its sole discretion, shall determine and apply the proceeds of such sale less any expenses thereof for the account of the LESSEE.
 - e) exercise any remedies available to it under the Minnesota Uniform Commercial Code;
 - f) take whatever action at law or in equity may appear necessary or appropriate to collect the Basic Rent and Additional Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the LESSEE under this Lease.
 - g) in exercising any of its remedies set forth in this Section, the LESSOR may, whether or not the Lease is then in effect, hold the LESSEE liable for the difference between the payments and other costs for which the LESSEE is responsible under this Lease.

No remedy herein conferred upon or reserved to LESSOR is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or thereafter existing at law or in

equity by statute. No delay or omission to exercise any such right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the LESSOR to exercise any remedy reserved to it in this Provision, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

- 25) **Default of Payment.** LESSEE agrees that, should it default on any payment owing and due to be paid to LESSOR as provided in this agreement, including but not limited to Basic Rent and Additional Rent, then the remaining unpaid balance shall, at the option of the LESSOR, immediately become due. Said LESSEE further agrees that the LESSOR may, at its option and without notice to LESSEE, enter judgment against LESSEE in Ramsey County District Court for the amount of the unpaid balance. And LESSEE does hereby confess judgment in the amount of the unpaid balance due upon default, and does authorize the LESSOR to enter judgment as provided above. LESSEE does hereby agree that the LESSOR, at its option, may enter a judgment, at any time within one year of the time the last payment shall have come due, for the full amount of the unpaid balance due pursuant to the confession of judgment provided herein.
- 26) **Alterations.** The LESSEE will not make any alterations to the premises without the written consent of the LESSOR, such consent not to be unreasonably withheld. If the LESSEE desires to make any such alterations, an accurate description shall first be submitted to and approved by the LESSOR and such alterations shall be done by the LESSEE at its own expense. All such work shall be performed under the LESSOR'S supervision and any improvements made to the Leased Premises at the LESSEE'S expense shall become the property of the LESSOR at the end of the Lease period. LESSEE agrees that all alterations will be done in a workmanlike manner and in conformance with applicable building codes, that the structural integrity and building systems of the building will not be impaired, and that no liens will attach to the premises by reason thereof.
- 27) **Amended.** Anything herein contained to the contrary notwithstanding, this Lease may be terminated, and the provisions of this Lease may be, in writing, amended by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this Lease first above-written.

LESSOR:

Mayor

City Clerk

Director – Office of Financial Services

Department Director

City Attorney (Form Approval)

LESSEE:

Jeff Rothmeier

Its
Fire Nuggets Inc. Affiliate

Its


Its

Appendix A

Facility fees are for a **4-hour minimum** with an additional hourly rate for additional time. Rates are subject to change or review annually.

Three classrooms are available with projectors, screens, white boards, audio, and computers set up in the rooms. Classroom space is included with other facility rental at **no additional charge**, but you must **request the additional classroom space** on your application for scheduling purposes. See below.

Facility Rental	4-hour Minimum Fee	Additional Cost per Hour
Classroom #1 (Max occupancy = 50)	\$300	\$75
Classroom #2 (Max occupancy = 24)	\$200	\$50
Classroom #3 (Max occupancy = 24)	\$200	\$50
Burn Building: Live Fire <i>(includes classroom, not consumables)</i>	\$650	\$150
Burn Building: Other Use <i>(includes classroom upon request)</i>	\$400	\$100
Collapse Field <i>(includes classroom upon request)</i>	\$250	\$50
Drill Tower <i>(includes classroom upon request)</i>	\$250	\$50
Drill Pad Only <i>(includes classroom upon request)</i>	\$200	\$50
EVOC Course w/barrels & cones <i>(includes classroom upon req.)</i>	\$100	\$25
Flashover Simulator <i>(includes classroom, not consumables)</i>	\$300	\$75
Facility Cancellation Fee (under 24-hours/no show)	\$200	n/a
Fees - Props, Tools & Consumables	4-hour Minimum Fee	Add/Hr
Cascade System for SCBA Refill	\$100	\$25
Extinguisher	Per Extinguisher	\$10
Extrication Equipment	\$500	\$100
Forcible Entry Props <i>(includes consumables)</i>	\$400	\$100
Gas Field <i>(includes fuel cost)</i>	\$300	\$75
Hand Tools	Per tool	\$10
Rescue Mannequin	\$50	\$10
Plywood or Particle Board (4' x 8' sheet)	Per Sheet	\$20
Pallets	Per Pallet	\$6
Portable Radio	Per Radio	\$25
Power Tools <i>(includes fuel cost)</i>	Per Tool	\$25
Roof/Ventilation Props <i>(does not include consumables)</i>	\$100	\$25
Rail Car / Hazmat Props	\$100	\$25
Smoke Machine <i>(includes consumables)</i>	\$200	\$25
Technical Rescue Equipment Cache	\$800	\$200
Thermal Imager	\$500	\$100
Turnout Gear	\$50	\$10
Vehicle – Extrication / Burn <i>(***per vehicle cost, not hourly)</i>	Per Vehicle	\$150
Additional SPFD Safety Officer/Instructional Assistance	Per Hour	\$50
Equipment/Props not listed at discretion of Training Chief	*	*

Certificate of Compliance Minnesota Workers' Compensation Law

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

BUSINESS NAME (Individual name only if no company name used)		LICENSE OR PERMIT NO (if applicable)	
CENTRAL LAKES COLLEGE			
DBA (doing business as name) (if applicable)			
CENTRAL LAKES COLLEGE			
BUSINESS ADDRESS (PO Box must include street address)	CITY	STATE	ZIP CODE
501 WEST COLLEGE DR	BRAINERD	MN	56401

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1, 2 or 3 below.

NUMBER 1 COMPLETE THIS PORTION IF YOU ARE INSURED:

INSURANCE COMPANY NAME (not the insurance agent)		
SELF-INSURED WITH THE STATE OF MINNESOTA		
WORKERS' COMPENSATION INSURANCE POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE
MN DEPT. OF ADMIN. -WORKER'S COMP DIVISION	July 1, 2016	June 30, 2017

NUMBER 2 COMPLETE THIS PORTION IF SELF-INSURED:

I have attached a copy of the permit to self-insure. *Notice of Enrollment*

NUMBER 3 COMPLETE THIS PORTION IF EXEMPT:

I am not required to have workers' compensation insurance coverage because:

- I have no employees.
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: _____
- Other: _____

ALL APPLICANTS COMPLETE THIS PORTION:

I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

APPLICANT SIGNATURE (mandatory)	TITLE	DATE
<i>[Signature]</i>	<i>Environmental Health and Safety Director</i>	<i>07/07/2016</i>

NOTE: If your Workers' Compensation policy is cancelled within the license or permit period, you must notify the agency who issued the license or permit by resubmitting this form.

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TOD (651) 297-4198.



Risk Management Division
Workers' Compensation Program
310 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155-1603
Phone: 651.201.3000
Fax: 651.297.5471
mn.gov/admin/risk/

Notice of Enrollment in a Certified Managed Care Plan for Workers' Compensation Injuries and Illness

Please note a change in how necessary medical care will be provided to you in connection with your work injury. Under Minnesota Rule 5218.0250, the Minnesota Department of Administration provides this notice to inform you that:

Effective July 1, 2005, your employer (the State of Minnesota) enrolled with CorVel, a certified workers' compensation managed care plan that provides state employees and covered volunteers with all necessary medical treatment for work-related injuries and illness.

If injured in the course of your work, you may receive treatment from a medical doctor, chiropractor, podiatrist, osteopath, or dentist, if the treatment is available within the community and is appropriate for the injury or illness. You must receive all necessary medical treatment for your work injury from a health care provider who is a member of CorVel's plan, except in the following circumstances: you have already established a treating relationship with a non-participating provider (who maintains your medical records)* prior to the work-related injury; or if you require emergency treatment; or if your place of employment and residence are beyond the mileage parameters set forth in part 5218.0100, subp. 1.F.(7).

Furthermore, if you sustained your work-related injury prior to the State's enrollment with CorVel, you may continue to receive treatment from a non-participating provider until you change doctors.

You may access care for a work-related injury or illness by going to a clinic or health care provider from CorVel's network; or by asking your agency's Workers' Compensation Coordinator to share CorVel's provider directory with you; or by accessing CorVel's provider directory on-line at: http://www.corvel.com/provider_lookup/; or by calling CorVel's 24-hour Nurse Phone Line at 612-436-2542 or 866-399-8541. You may also contact CorVel's Nurse Phone line if you have questions about managed care for workers' compensation; or direct such inquiries to the State Workers' Compensation Program at (651) 201-3001. You may also contact your agency's Workers' Compensation Coordinator if you need assistance.

Additional information may be obtained by calling the Minnesota Department of Labor and Industry (DOLI) in St. Paul at (651) 284-5005 or (800) 342-5354. In Duluth, call DOLI at (218) 733-7810 or (800) 365-4584.

* In accordance with part 5218.0500, subparts 1 and 2, except that if you later change doctors you must then choose a doctor who participates in CorVel's plan.



State of Minnesota
 Risk Management Fund
 310 Centennial Office Building
 658 Cedar Street
 St. Paul, MN 55155
 (651) 201-2593

Certificate of Coverage

This is to certify that coverage described below is effective per the applicable statutory authority referenced. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any reference herein. The coverage is subject to all terms and conditions of the statutory authority.

Insured: MNSCU-Central Lakes College-Brainerd-X21000
 501 West College Drive
 Brainerd, MN 56401

Policy Number: 0136PK17
Policy Term: 07/01/2016 to 07/01/2017
Date Certificate Issued: 07/07/2016
Certificate Number: 23236

Type of Coverage	Limits and Deductibles		
Commercial General Liability	Policy Limits	\$500,000	Bodily Injury and Property Damage per Person
		\$1,500,000	Bodily Injury and Property Damage per Occurrence
			Subject to Provisions of M.S. 3.732 and M.S. 3.736

STATUTORY REFERENCES

*Automobile Liability - Minnesota Statute 65B Self-Insured Number is A-1046 as assigned by the MN Department of Commerce
 General Liability - Minnesota Statutes 3.732 and 3.736.*

DATES OF COVERAGE: 07/01/2016 to 07/01/2017

DESCRIPTION OF COVERAGE: Evidence of Insurance as respects the Central Lakes College participation in the Saint Paul Fire training exercises to be held on Saturday, July 23, 2016.

Saint Paul Fire Department and Fire Nuggets, Inc are Additional Insureds as respects this event only.

ISSUED TO:

Saint Paul Fire Department
 Attn: Jill LaCasse
 645 Randolph Avenue
 Saint Paul, MN 55102

ISSUED BY: RISK MANAGEMENT DIVISION

Email: jill.lacasse@ci.stpaul.mn.us

Authorized Signature



State of Minnesota
 Risk Management Fund
 310 Centennial Office Building
 668 Cedar Street
 St. Paul, MN 55155
 (651) 201-2593

Certificate of Coverage

This is to certify that coverage described below is effective per the applicable statutory authority referenced. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any reference herein. The coverage is subject to all terms and conditions of the statutory authority.

Insured: MNSCU-Central Lakes College-Staples-X71000
 501 West College Drive
 Brainerd, MN 56401

Policy Number: 0047AU17
 Policy Term: 07/01/2016 to 07/01/2017
 Date Certificate Issued: 07/07/2016
 Certificate Number: 23237

Type of Coverage	Limits and Deductibles
Automobile Liability	\$500,000.00 Bodily Injury and Property Damage per Person \$1,500,000.00 Bodily Injury and Property Damage per Occurrence
Automobile Physical Damage - Fleet Basis - TM/PS/MnSCU	\$500 per Occurrence Deductible

STATUTORY REFERENCES

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 General Liability - Minnesota Statutes 3.732 and 3.736.*

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ISSUED TO:
 Saint Paul Fire Department
 Attn: Jill LaCasse
 645 Randolph Avenue
 Saint Paul, MN 55102

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Email: jill.lacasse@ci.stpaul.mn.us

Authorized Signature



Risk Management Division
Centennial Office Building
658 Cedar Street
St. Paul, Minnesota 55155
Phone: (651) 201-3030
Fax: (651) 297-7715
TTY: (800) 627-3529

July 07, 2016

Saint Paul Fire Department
Attn: Jill LaCasse
645 Randolph Avenue
Saint Paul, MN 55102

RE: Certification Regarding Workers' Compensation Coverage
Central Lakes College

Jill LaCasse,

This is to certify that Central Lakes College, as a part of the Minnesota State Colleges and Universities (MnSCU), is an agency of the State of Minnesota and is self-insured like all other state agencies with respect to its workers' compensation coverage.

The Department of Administration, through its Risk Management Division, handles the administration, payment and defense of this agency's workers' compensation claims pursuant to Minnesota Statute 176.541. Payment of any claim would be made from the State Compensation Revolving Fund pursuant to Minnesota Statute 176.591.

Since this program is self-insured and is covered by the above statutes, there is no insurance policy and there are no effective/expiration dates.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Westman".

Gary Westman, Manager
Workers' Compensation Program
Risk Management Division
(651) 201-3030
gary.westman@state.mn.us