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# 2018 Interagency Agreements and Transfers Report

Minnesota Statutes §15.0395  
12/20/2018

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# Introduction

This report outlines our agreements with other agencies and each of the transfers we made fiscal year 2018.

Please note that Minnesota Statute 15.0395 requires agencies to report on interagency agreements and transfers of more than \$100,000. We included all transfers regardless of amount to provide increased transparency to readers.

The report contains three sections—1) transfers and 2) interagency agreements and 3) copies of the agreements. The first two sections include totals, descriptions of each transfer or agreement, and the legal authority for each transaction.

After an initial submission on October 15, 2018, we resubmitted this report on December 20, 2018 with expanded information on our FY 2018 agreements and minor corrections to actual expenditures.

## Interagency Agreement and Transfer Report

(a) By October 15, 2018, and annually thereafter, the head of each agency must provide reports to the chairs and ranking minority members of the legislative committees with jurisdiction over the department or agency's budget on:

(1) interagency agreements or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value of those agreements is more than \$100,000 in the previous fiscal year; and

(2) transfers of appropriations between accounts within or between agencies, if the cumulative value of the transfers is more than \$100,000 in the previous fiscal year.

The report must include the statutory citation authorizing the agreement, transfer or dollar amount, purpose, and effective date of the agreement, the duration of the agreement, and a copy of the agreement.

(b) As used in this section, "agency" includes the departments of the state listed in section 15.01, a multimember state agency in the executive branch described in section 15.012, paragraph (a), the Office of MN.IT Services, and the Office of Higher Education.

Preparing this report took approximately 74 hours and cost approximately \$2,618.



Department of Natural Resources  
 FY 2018 Transfers  
 October 15, 2018

TRANSFER FROM							TRANSFER TO								
#	Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Legal Cite 1 for Transfer Out AppropID	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Legal Cite 1 for Transfer In AppropID	Purpose of Transfer	Legal Authority for Transfer	
1	Legislature	Environment & Natural Resource	L108EIA	Emerging Issues Account	15 076 00 002 010	449,557	Natural Resources	Environment & Natural Resource	R296174	FAW CWD Whitetail Emerglssu ET	449,557	MS 116P.08 4D	Deer movement related to potential Chronic Wasting Disease prion transmission	15 076 00 002 010	
2	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	169,094	Natural Resources	Water Recreation	R297209	ENF Police State Aid WRA	169,094	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E	
3	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	63,281	Natural Resources	Snowmobile	R297210	ENF Police State Aid SNOW	63,281	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E	
4	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	91,160	Natural Resources	All-Terrain Vehicle	R297211	ENF Police State Aid ATV	91,160	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E	
5	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	3,774	Natural Resources	Off-Highway Motorcycle	R297212	ENF Police State Aid OHM	3,774	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E	
6	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	4,569	Natural Resources	Off-Road Vehicle	R297213	ENF Police State Aid ORV	4,569	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E	
7	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	1,025,855	Natural Resources	Game And Fish (Operations)	R297214	ENF Police State Aid G&F	1,025,855	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E	
8	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	3,686	Natural Resources	Remediation Fund	R297215	ENF Police State Aid REM	3,686	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E	
9	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	4,344	Natural Resources	State Park	R297224	ENF Police State Aid SP	4,344	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E	
10	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	4,716	Natural Resources	Invasive Species	R297225	ENF Police State Aid IS	4,716	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E	
11	Natural Resources	Environment & Natural Resource	R292131	EWR Nat Prairie Stew&EaseL15ET	15 076 00 002 09D	50,450	Natural Resources	Other Misc Special Revenue	R291221	LAM Conservation Ease Invest S	50,450	MS 84.69	Transfer up to amount specified to conservation easement account	15 076 00 002 09D	
12	Natural Resources	Federal	R292205	EWR FEMA Dam Safety Program	MS 84.085 1C	1,024	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	1,024	MS 16A.055	Account clean up: Giving legally reimbursed federal dollars from previous years to general fund because they cannot be used be the DNR	MS 16A.53 3	
13	Natural Resources	Federal	R292221	EWR WL Endangered Species	MS 84.085 1C	1,536	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	1,536	MS 16A.055	Account clean up: Giving legally reimbursed federal dollars from previous years to general fund because they cannot be used be the DNR	MS 16A.53 3	
14	Natural Resources	Federal	R292223	EWR Endangered Spec Reimburse	MS 84.085 1C	2,357	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	2,357	MS 16A.055	Account clean up: Giving legally reimbursed federal dollars from previous years to general fund because they cannot be used be the DNR	MS 16A.53 3	
15	Natural Resources	Federal	R292215	EWR Fed Agreements	MS 84.085 1C	72,880	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	72,880	MS 16A.055	Account clean up: Giving legally reimbursed federal dollars from previous years to general fund because they cannot be used be the DNR	MS 16A.53 3	
16	Natural Resources	Federal	R292222	EWR Lake Superior IPA	MS 84.085 1C	67,663	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	67,663	MS 16A.055	Account clean up: Giving legally reimbursed federal dollars from previous years to general fund because they cannot be used be the DNR	MS 16A.53 3	
17	Natural Resources	Federal	R290448	DR-4131 2013 June Flood	MS 84.085 1C	1,211	Natural Resources	Other Misc Special Revenue	R290562	Under-Runs R3 SR	1,211	MS 84.0261	Funds from FEMA to Region 3 Under-Run account	MS 84.0261	
18	Natural Resources	Federal	R290434	DR 1941 Flood	MS 84.085 1C	303,575	Natural Resources	Other Misc Special Revenue	R290569	DR 1941 2010 Flood SR	303,575	MS 12.221 4	Moving dedicated receipts for disasters to a more appropriate fund	MS 12.221 4	
19	Natural Resources	Federal	R290435	DR 1982 2011 Spr Fld Federal	MS 84.085 1C	5,235	Natural Resources	Other Misc Special Revenue	R290573	DR 1982 2011 Flood SR	5,235	MS 12.221 4	Moving dedicated receipts for disasters to a more appropriate fund	MS 12.221 4	
20	Natural Resources	Federal	R290437	DR4009 2011 Storm SR	MS 12.221 4	701,475	Natural Resources	Other Misc Special Revenue	R290570	DR 4009 2011 Storm SR	701,475	MS 12.221 4	Moving dedicated receipts for disasters to a more appropriate fund	MS 12.221 4	
21	Natural Resources	Federal	R290449	DR-4069 2012 June Flood	MS 12.221 4	574,896	Natural Resources	Other Misc Special Revenue	R290571	DR 4069 2012 Flood SR	574,896	MS 12.221 4	Moving dedicated receipts for disasters to a more appropriate fund	MS 12.221 4	
22	Natural Resources	Federal	R290560	DR-4182 Federal Fund (FF)	MS 12.221 4	507,214	Natural Resources	Other Misc Special Revenue	R290572	DR 4182 2014 Flood SR	507,214	MS 12.221 4	Moving dedicated receipts for disasters to a more appropriate fund	MS 12.221 4	

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23	Natural Resources	Game And Fish (Operations)	R296226	FAW Lic Surcharge Venison Prog	MS 97A.475 3A	86,563	Natural Resources	Restrict Misc Special Revenue	R296216	FAW Venison Donation Program	86,563	MS 97A.065 6	Deer licenses surcharge and fees to assist with the cost of processing for venison donation programs	MS 97A.065 6
24	Natural Resources	Game And Fish (Operations)	R290284	FOR FMIA Cost Cert Trf-G&F	MS 89.0385	303,455	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	303,455	MS 89.039	Forest Management Cost Certification on Non-Forestry Administered Lands	MS 89.0385
25	Natural Resources	Game And Fish (Operations)	R292206	EWR Lic Srchrg Inv Species	MS 97A.475 7	51,965	Natural Resources	Invasive Species	R296230	FAW Lic Surch Invas Spec Trf	51,965	MS 97A.475 7	Receipts from non resident fishing licenses to Invasive Species Account	MS 84D.15 2
26	Natural Resources	Game And Fish (Operations)	R292206	EWR Lic Srchrg Inv Species	MS 97A.475 7	257,405	Natural Resources	Invasive Species	R296230	FAW Lic Surch Invas Spec Trf	257,405	MS 97A.475 7	Receipts from non resident fishing licenses to Invasive Species Account	MS 84D.15 2
27	Natural Resources	Game And Fish (Operations)	R292206	EWR Lic Srchrg Inv Species	MS 97A.475 7	808,119	Natural Resources	Invasive Species	R296230	FAW Lic Surch Invas Spec Trf	808,119	MS 97A.475	Receipts from non resident fishing licenses to Invasive Species Account	84D.15 sub 2
28	Natural Resources	Game And Fish (Operations)	R296225	FAW Lic Surcharge Walk-in Prog	MS 97A.475 3	170	Natural Resources	Restrict Misc Special Revenue	R296227	FAW Walk-in Access Program	170	MS 97A.475 3,4	Surcharge collected for walk-in access program	MS 97.065 6
29	Natural Resources	Game And Fish (Operations)	R296225	FAW Lic Surcharge Walk-in Prog	MS 97A.475 3	890	Natural Resources	Restrict Misc Special Revenue	R296227	FAW Walk-in Access Program	890	MS 97A.475 3,4	Surcharge collected for walk-in access program	MS 97.065 6
30	Natural Resources	Game And Fish (Operations)	R296225	FAW Lic Surcharge Walk-in Prog	MS 97A.475 3	108,494	Natural Resources	Restrict Misc Special Revenue	R296227	FAW Walk-in Access Program	108,494	MS 97A.065 6	Surcharge collected for walk-in access program	97A.475 sub 4
31	Natural Resources	Game And Fish (Operations)	R292206	EWR Lic Srchrg Inv Species	MS 97A.475 7	15	Natural Resources	Invasive Species	R296230	FAW Lic Surch Invas Spec Trf	15	MS 97A.475	Surcharge collected on nonresident fishing licenses for invasive species management	84D.15 sub 2
32	Natural Resources	General	R290283	FOR FMIA Cost Cert Trf-Gen	MS 89.0385	7,659	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	7,659	MS 89.039	Billable hours from Trails and Scientific and Natural Areas to Forestry	MS 89.0385
33	Natural Resources	General	R290447	DR-4131 2013 June Flood Match	MS 12.221 4	403	Natural Resources	Other Misc Special Revenue	R290562	Under-Runs R3 SR	403	MS 84.0261	Funds from FEMA to Region 3 Under-Run account	MS 84.0261
34	Natural Resources	General	R298025	OMBS Legal Support Costs GEN	17 093 01 003 08A	500,000	Pollution Control	General	R32H113	NorthMet Mining Project	500,000	17 093 01 003 08A	Appropriation for MPCA's Legal Costs	17 093 01 003 08A
35	Natural Resources	General	R290433	DR 1941 Flood Match	MS 12.221 4	94,470	Natural Resources	Other Misc Special Revenue	R290569	DR 1941 2010 Flood SR	94,470	MS 12.221 4	Moving dedicated receipts for disasters to a more appropriate fund	MS 12.221 4
36	Natural Resources	General	R290438	DR4009 2011 JULY STORMS MATCH	MS 12.221 4	233,825	Natural Resources	Other Misc Special Revenue	R290570	DR 4009 2011 Storm SR	233,825	MS 12.221 4	Moving dedicated receipts for disasters to a more appropriate fund	MS 12.221 4
37	Natural Resources	General	R290442	DR4069 2012 Duluth Match Gen	MS 12.221 4	174,602	Natural Resources	Other Misc Special Revenue	R290571	DR 4069 2012 Flood SR	174,602	MS 12.221 4	Moving dedicated receipts for disasters to a more appropriate fund	MS 12.221 4
38	Natural Resources	General	R290449	DR-4182 General Fund (GF)	MS 12.221 4	155,187	Natural Resources	Other Misc Special Revenue	R290572	DR 4182 2014 Flood SR	155,187	MS 12.221 4	Moving dedicated receipts for disasters to a more appropriate fund	MS 12.221 4
39	Natural Resources	General	R290436	DR 1982 2011 Spr Fld Match	MS 12.221 4	1,745	Natural Resources	Other Misc Special Revenue	R290573	DR 1982 2011 Flood SR	1,745	MS 12.221 4	Moving dedicated receipts for disasters to a more appropriate fund	MS 12.221 4
40	Natural Resources	General	R290200	Payments In Lieu of Taxes	MS 477A.12	32,130,385	Tax Aids, Credits and Refunds	General	G901015	Dnr - Pilt Payments	32,130,385	MS 477A.12	Payment in Lieu of Taxes to be made to counties	MS 477A.12
41	Natural Resources	General	R291004	LAM Mining & Environ Open	MS 298.17 B1	838,110	Natural Resources	Restrict Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	838,110	MS 298.17 b1	To fund agency staff work on environmental issues and provide regulatory services for ferrous and nonferrous mining operations	MS 298.17 b1
42	Natural Resources	Gift	R292227	EWR Non Game Gift	MS 84.085 1	50,000	Natural Resources	Reinvest In Minnesota-Gifts	R292259	EWR RIM Crit Hab Gifts ITC	50,000	MS 84.943 5	Match dollars for Critical Habitat Account	MS 84.943 5
43	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	11,017	Natural Resources	Miscellaneous Agency	R290245	LAM Permanent University	11,017	MS 92.28	Minerals Management Account 3rd quarter balance over \$3M distribution to Permanent University	MS 93.2236
44	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	97,351	Natural Resources	Restrict Misc Special Revenue	R291204	LAM Mining Rent and Royalties	97,351	MS 93.33 1C	Minerals Management Account 3rd quarter balance over \$3M distribution to Tax Forfeit	MS 93.2236
45	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	324,047	Natural Resources	Permanent School	R290240	LAM Permanent School	324,047	MS 92.28	Minerals Management Account 3rd quarter balance over \$3M distribution to Permanent School	MS 93.2236
46	Natural Resources	Miscellaneous Agency	R290248	FOR St Forest Susp Univ	MS 16A.125 5	11,170	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	11,170	MS 16A.055	Forestry Certification Transfer for Admin Protection Costs from University Suspense Account	MS 16A.125 5(d)(3)

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47	Natural Resources	Miscellaneous Agency	R290248	FOR St Forest Susp Univ	MS 16A.125 5	60,500	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	60,500	MS 89.039	Forestry Certification Transfer to FMIA from University Suspense Account	MS 16A.125 5(d)(1)
48	Natural Resources	Miscellaneous Agency	R290248	FOR St Forest Susp Univ	MS 16A.125 5	159,449	Natural Resources	Miscellaneous Agency	R290245	LAM Permanent University	159,449	MS 92.28	Forestry Certification Transfer to Permanent University	MS 92.28
49	Natural Resources	Miscellaneous Agency	R290247	LAM St Forest Susp Univ	MS 16A.125 5	21,956	Natural Resources	Miscellaneous Agency	R290245	LAM Permanent University	21,956	MS 92.28	Forestry Certification Transfer to Permanent University	MS 92.28
50	Natural Resources	Miscellaneous Agency	R298910	DNR Workers Comp Pool	MS 84.027 14 2	1,309,870	Natural Resources	Other Misc Special Revenue	R298944	DNR Workers Comp Pool	1,309,870	MS 84.027 14 2	Funds moved from 6000 fund to 2001 fund	MS 84.027 14 2
51	Natural Resources	Miscellaneous Agency	R298911	Legal Services Clearing Accoun	MS 84.027 14 2	481,171	Natural Resources	Other Misc Special Revenue	R298945	Legal Services Clearing Acct	481,171	MS 84.027 14 2	Funds moved from 6000 fund to 2001 fund	MS 84.027 14 2
52	Natural Resources	Miscellaneous Agency	R290245	LAM Permanent University	MS 92.28	429,859	University Of Minnesota	Miscellaneous Agency	E81600P	U Of M Permanent University	429,859	MS 137.022 1	Permanent University Suspense Accounts transferred to the Permanent University	MS 92.28
53	Natural Resources	Nongame	R292004	EWR Nongame Wildlife Program	17 093 01 003 03G	950,000	Natural Resources	Reinvest In Minnesota-Gifts	R292259	EWR RIM Crit Hab Gifts ITC	950,000	MS 84.943 5	Match dollars for Critical Habitat Account	MS 84.943 6
54	Natural Resources	Other Misc Special Revenue	R293236	FOR Emergency Fire Federal	MS 84.026	1,133,571	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	1,133,571	MS 16A.055	Federal Wildfire Reimbursements in excess of costs returned to General Fund	MS 88.065
55	Natural Resources	Other Misc Special Revenue	R293232	FOR Emergency Fire Non State	MS 84.026	88,699	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	88,699	MS 16A.055	Federal Wildfire Reimbursements in excess of costs returned to General Fund	MS 88.065
56	Natural Resources	Other Misc Special Revenue	R293234	FOR Fire Seminars	MS 16A.721 2	88,812	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	88,812	MS 16A.055	Fees for seminars unexpended in the following year to be returned to general fund	16A.721
57	Natural Resources	Other Misc Special Revenue	R298939	MR Cell Phone Clearing	MS 84.027 14 2	16,629	Natural Resources	Miscellaneous Agency	R298940	MR Cell Phone Clearing	16,629	MS 84.027 14 2	Funds moved from 2001 fund to 6000 fund	84.027 14 2
58	Natural Resources	Other Misc Special Revenue	R294200	PAT Gift Cards	MS 84.0854 2	2,886	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	2,886	MS 16A.055	FY15 Unredeemed Gift Card Revenue	MS 84.0854 2
59	Natural Resources	Other Misc Special Revenue	R294200	PAT Gift Cards	MS 84.0854 2	28,859	Natural Resources	State Park	R290275	PAT Gift Card Unredeemed SP	28,859	MS 84.0854	FY15 Unredeemed Gift Card Revenue	MS 84.0854 2
60	Natural Resources	Other Misc Special Revenue	R294200	PAT Gift Cards	MS 84.0854 2	14,911	Natural Resources	Other Misc Special Revenue	R294206	PAT Working Capital	14,911	MS 85.22	FY15 Unredeemed Gift Card Revenue	MS 84.0854 2
61	Natural Resources	Other Misc Special Revenue	R294200	PAT Gift Cards	MS 84.0854 2	1,443	Natural Resources	Other Misc Special Revenue	R294207	PAT Douglas Lodge	1,443	MS 85.22	FY15 Unredeemed Gift Card Revenue	MS 84.0854 2
62	Natural Resources	Other Misc Special Revenue	R298902	Leadership Services	MS 84.025 9	95,700	Governor, Office of the	Other Misc Special Revenue	G391300	Governor's Spec Revenue Fund	95,700	MS 471.59	Governor's Office for provided support and federal affairs work to agency	MS 16A.285
63	Natural Resources	Other Misc Special Revenue	R294206	PAT Working Capital	MS 85.22	16,303	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	16,303	MS 89.039	Income from Parks to be credited to FMIA	MS 89.0385
64	Natural Resources	Other Misc Special Revenue	R290566	State Disaster 2016-010 SR	MS 12B.10	86,688	Natural Resources	Other Misc Special Revenue	R294242	PAT Paybacks SR	86,688	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
65	Natural Resources	Other Misc Special Revenue	R290566	State Disaster 2016-010 SR	MS 12B.10	13,490	Natural Resources	Other Misc Special Revenue	R293230	FOR Paybacks SR	13,490	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
66	Natural Resources	Other Misc Special Revenue	R298930	MR Fleet Management Account	MS 84.0856	19,705	Administration	Other Misc Special Revenue	G027203	Enterprise Sustainability Ofc	19,705	MS 471.59	Office of Enterprise Sustainability to assist agencies with sustainability improvements	MS 16B.04/MS 471.59
67	Natural Resources	Other Misc Special Revenue	R298938	MR Facilities Mgmt Account	MS 84.0857	36,595	Administration	Other Misc Special Revenue	G027203	Enterprise Sustainability Ofc	36,595	MS 471.59	Office of Enterprise Sustainability to assist agencies with sustainability improvements	MS 16B.04/MS 471.59
68	Natural Resources	Other Misc Special Revenue	R293235	FOR Seminar - Workshop Fees	MS 16A.721	1,342	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	1,342	MS 16A.055	Returning unused carry forward seminar dollars to the general fund	MS 16A.721
69	Natural Resources	Other Misc Special Revenue	R298900	Operations Support Shared Serv	MS 84.025 9	111,730	MMB Non-operating	General	G9R0189	SEGIP Opt Out Savings	111,730	171 004 01 042	SEGIP Opt out budget reduction	171 004 01 042
70	Natural Resources	Other Misc Special Revenue	R298902	Leadership Services	MS 84.025 9	31,453	Management and Budget	Other Misc Special Revenue	G100102	Statewide Executive Recruiter	31,453	MS 471.59	Statewide Executive Recruiter Services	MS 16B.04/MS 471.59
71	Natural Resources	Other Misc Special Revenue	R294206	PAT Working Capital	MS 85.22	100,000	Natural Resources	Other Misc Special Revenue	R294212	PAT Work Cap Resource Mgmt	100,000	MS 85.22 2A	Transfer from parent to child for resource management	MS 85.22

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72	Natural Resources	Outdoor Heritage Fund	R292132	EWR WMA SNA Acqui 7 L15OH	151 002 01 002 02A	131,095	Natural Resources	Outdoor Heritage Fund	R296131	FAW WMA SNA Acqui 7 L15OH	131,095	151 002 01 002 02A	Change in distribution of work between divisions	151 002 01 002 02A
73	Natural Resources	Outdoor Heritage Fund	R296123	FAW Aquatic Mgmt Area L14OH	14 256 01 002 05A	32,500	Natural Resources	Other Misc Special Revenue	R291221	LAM Conservation Ease Invest S	32,500	MS 84.69	Portion of closing of easements to fund used for monitoring	151 002 01 009
74	Natural Resources	Outdoor Heritage Fund	R292133	EWR Accel Prair Protect5 L15OH	151 002 01 002 02E	27,500	Natural Resources	Other Misc Special Revenue	R291221	LAM Conservation Ease Invest S	27,500	MS 84.69	Transfer up to amount specified to conservation easement account	151 002 01 002 02e
75	Natural Resources	Parks And Trails Fund	R294164	PAT Budget Hold PT	MS 16A.151	1,313,000	Natural Resources	Parks And Trails Fund	R294144	PAT17 State Parks&Trails L15PT	1,313,000	151 002 03 003 00A	Reversing transfer done in FY17 to protect the fund balance per MMB	151 003 03 000 00A
76	Natural Resources	Parks And Trails Fund	R294144	PAT17 State Parks&Trails L15PT	151 002 03 003 00A	180,000	Natural Resources	Parks And Trails Fund	R294146	PAT17 ConnectToOutdoors L15P	180,000	151 002 03 003 00A	Transfer from parent to child after reversing a FY17 fund transfer to protect the fund balance per MMB	151 003 03 000 00A
77	Natural Resources	Parks And Trails Fund	R294144	PAT17 State Parks&Trails L15PT	151 002 03 003 00A	820,000	Natural Resources	Parks And Trails Fund	R294150	PAT17 Existing Holdings L15PT	820,000	151 002 03 003 00A	Transfer from parent to child after reversing a FY17 fund transfer to protect the fund balance per MMB	151 003 03 000 00A
78	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	300,000	Administration	Permanent School	G027302	School Trust Lands LT Econ Ret	300,000	17 093 01 09A 000	Appropriation from the forest suspense account for School Trust Director Land Sales	017 093 01 009a
79	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	500,000	Administration	Permanent School	G027303	School Trust Lands Surpl Sales	500,000	18 093 01 09B 000	Appropriation from the forest suspense account for School Trust Lands Director	017 093 01 009b
80	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	206,000	Natural Resources	Permanent School	R291028	LAM St For Susp Land Sales&Agg	206,000	17 093 01 003 02c	Appropriation from the forest suspense account to secure maximum long term economic return from trust lands	17 093 01 003 02C
81	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	1,640,289	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	1,640,289	MS 16A.055	Forestry Certification Transfer for Admin Protection Costs from Perm School Suspense Account	MS 16A.125 5(d)(2)
82	Natural Resources	Permanent School	R290244	LAM St Forest Susp School	MS 16A.125 5	173,149	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	173,149	MS 89.039	Forestry Certification Transfer to FMIA from Perm School Suspense Account	MS 16A.125 5(d)(1)
83	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	7,644,284	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	7,644,284	MS 89.039	Forestry Certification Transfer to FMIA from Perm School Suspense Account	MS 16A.125 5(d)(1)
84	Natural Resources	Permanent School	R290243	PAT St Forest Susp School	MS 16A.125 5	218,187	Natural Resources	Permanent School	R290240	LAM Permanent School	218,187	MS 92.28	Forestry Certification Transfer to Perm School	MS 92.28
85	Natural Resources	Permanent School	R290244	LAM St Forest Susp School	MS 16A.125 5	1,164,948	Natural Resources	Permanent School	R290240	LAM Permanent School	1,164,948	MS 92.28	Forestry Certification Transfer to Perm School	MS 92.28
86	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	MS 84.943 5	13,000	Natural Resources	Reinvest In Minnesota-Gifts	R292260	EWR RIM Crit Hab Lic Plate ITC	13,000	MS 84.943 5	For publication of the critical habitat license plates match program	17 093 01 003 03h
87	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	MS 84.943 5	1,000,000	Natural Resources	Reinvest In Minnesota-Gifts	R292260	EWR RIM Crit Hab Lic Plate ITC	1,000,000	MS 94.943 5	Transfer from RIM Funds to match non game RIM	MS 84.943 5
88	Natural Resources	Restrict Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	MS 298.17	300,000	Pollution Control	Other Misc Special Revenue	R32H108	DNR-Metallic Mineral Mining IA	300,000	MS 116D.045 3	Assistance from PCA for the provision of environmental regulatory services such as monitoring and permitting for mining operations	MS 298.17 b1
89	Natural Resources	Restrict Misc Special Revenue	R292258	EWR Non biomass	07 057 02 003 006	100	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	100	MS 16A.055	Cancellation of dollars that can no longer be used in accordance with the law	MS 16A.53
90	Natural Resources	Restrict Misc Special Revenue	R293202	FOR Fed Good Neighbor Agmt	MS 84.026	72,003	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	72,003	MS 89.039	Certification of expenses in Chippewa and National Forests for reimbursement by federal good neighbor agreement	MS 84.026
91	Natural Resources	Restrict Misc Special Revenue	R296216	FAW Venison Donation Program	MS 97A.065 6	50,000	Agriculture	Miscellaneous Agency	B045Y07	Venison Donation Program	50,000	MS 97A.065 6	Deer licenses surcharge and fees to assist with the cost of processing for venison donation programs	MS 97A.065 6
92	Natural Resources	Restrict Misc Special Revenue	R296215	FAW WL Beltrami Island Cons	MS 84.155 6	62,032	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	62,032	MS 89.039	Forest Management Cost Certification on Non-Forestry Administered Lands	MS 89.0385
93	Natural Resources	Restrict Misc Special Revenue	R290281	FOR Consul Conservation Areas	MS 84A.51 2	1,698,000	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	1,698,000	MS 89.039	Revenue from Consolidated Conservation Areas	MS 84A.51 2
94	Natural Resources	Restrict Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	MS 298.17	100,000	Natural Resources	Restrict Misc Special Revenue	R292287	EWR Occ Tax Env Mining	100,000	MS 298.17	Service Level Agreement from Lands and Minerals Division for Ecological and Waters Resource division work on environmental issues in mining operations.	MS 298.17 b1

Department of Natural Resources  
 FY 2018 Transfers  
 October 15, 2018

TRANSFER FROM							TRANSFER TO					Legal Cite 1 for Transfer In AppropID	Purpose of Transfer	Legal Authority for Transfer
#	Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Legal Cite 1 for Transfer Out AppropID	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount			
95	Natural Resources	Water Management Account	R292010	EWR Water Management Acct	17 093 01 003 03B	325,000	Natural Resources	Water Management Account	R291042	LAM Water Management Account	325,000	17 093 01 003 03B	Reprogrammed to Lands & Minerals for Water Management activities	17 093 01 003 03B
96	Natural Resources	Water Recreation	R2902TF	Transfer Out-Water Rec	MS 84D.15 2	750,000	Natural Resources	Invasive Species	R2903TF	Transfer In-Invasive Species	750,000	MS 84D.15 2	Water Recreation dollars to manage Invasive Species	MS 84D.15
97	Pollution Control	Remediation Fund	R32G137	3M WaterQualitySustainability	MS 116.155 2	300,442	Natural Resources	Remediation Fund	R290300	EWR Environmental Damages ITC	300,442	MS 115B.20 2 4	For removal or remedial action on environmental damages	MS 116.155 2
98	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	494,969	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	494,969	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
99	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	5,304,668	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	5,304,668	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
100	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903006	Forest Rd Unrefd Gas Tax	MS 296A.18 7	1,051,237	Natural Resources	Restrict Misc Special Revenue	R293210	FOR State Forest Road Account	1,051,237	MS 89.70	Unrefunded gas tax for management and maintenance of county forest roads	MS 296A.18 7
101	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903005	ATV Unrefd Gas Tax	MS 084.927	1,991,147	Natural Resources	All-Terrain Vehicle	R290272	PAT Gas Tax ATV	1,991,147	MS 296A.18 4	Unrefunded gas tax for management of ATV trails	MS 084.927
102	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903003	Motorboat Unrefd Gas Tax	MS 296A.18 2	11,061,926	Natural Resources	Water Recreation	R290270	PAT Gas Tax WRA	11,061,926	MS 296A.18 2	Unrefunded gas tax for management of boating facilities, lake and river improvement and boat and water safety	MS 296A.18 2
103	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903007	Off-Road Motorcycle	MS 084.794	339,232	Natural Resources	Off-Highway Motorcycle	R290273	PAT Gas Tax OHM	339,232	MS 296A.18 5	Unrefunded gas tax for management of Off Highway Motorcycle Trails	MS 084.794
104	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903004	Snowmobile Unrefd Gas Tax	MS 296A.18 3	7,374,617	Natural Resources	Snowmobile	R290271	PAT Gas Tax SNOW	7,374,617	MS 296A.18 3	Unrefunded gas tax for management of snowmobile trails	MS 296A.18 3
105	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903008	Off-Road Vehicle	MS 084.803	1,209,437	Natural Resources	Off-Road Vehicle	R290274	PAT Gas Tax ORV	1,209,437	MS 296A.18 6	Unrefunded gas used for the management of Off Road Vehicle trails	MS 084.803
TOTAL						93,506,980					93,506,980			

## Department of Natural Resources

FY 2018 Interagency Agreements

December 20, 2018 (Revised - originally submitted October 15, 2018)

#	Agency	FY18 Total Amount	Legal Authority	Purpose	Effective Date	Duration
1	Attorney General	649,484	MS 8.15	Legal services	7/1/2017	FY 2018-19
2	Department of Administration	56,300	MS 16B.04/MS 471.59	Office of Enterprise Sustainability to assist agencies with sustainability improvements	7/1/2017	FY 2018
3	Department of Administration	201,533	MS 471.59	Special mailings for Fish and Wildlife Division	7/1/2017	FY 2018-22
4	Department of Agriculture	50,000	MS 16C.056 sub2 MS 97A.065 sub 6	Venison collection and testing, admin of the venison donation program, and reimbursement of processors	7/1/2017	FY 2018
5	Department of Agriculture	373,896	MS 471.59	Analytical services for Fisheries	7/1/2017	FY 2018-19
6	Military Affairs	204,000	MS 84.026	Work order for protected species	7/1/2017	FY 2018
7	Minnesota Management and Budget	31,453	MS 16A.055/MS 471.59	Statewide Executive Recruiter	7/1/2017	FY 2018
8	Minnesota Management and Budget	104,672	MS 16A.055/MS 471.59	Enterprise Talent Development	7/1/2017	FY 2018
9	Minnesota Management and Budget	51,703	MS 16A.055 MS 471.514	Strategic communications	7/1/2017	FY 2018-19
10	Minnesota Management and Budget	17,622	MS 16A.055/MS 43A.55/MS 471.59	Employee climate survey	7/1/2017	FY 2018-19
11	Minnesota Management and Budget	125,783	16B.04, sub 2(4); 16B.36; 16B.48, sub 2(7); 471.59	Strategic consulting to parks and trails, outdoor recreation trends and forecasts	10/10/2016	FY 2017-19
12	MN.IT	20,431,997	MS 471.59	Service Level Agreement - MN.IT Services	7/1/2017	FY 2018
13	Pollution Control Agency	300,000	MS 298.17 b1	Assistance from PCA for the provision of environmental regulatory services such as monitoring and permitting for mining operations	7/1/2017	FY 2018
14	Public Safety	337,634	MS 84.027	Dispatch services	7/1/2015	FY 2016-19
15	Transportation	1,104,013	MS 161.20, subd 2	Glacial Lakes State Trail	4/27/2017	FY 2018-23
16	Transportation	156,000	MS 84.026	St Croix Bridge - Officer Enforcement - Income	6/7/2013	FY 2014-18
	<b>Total</b>	<b>24,196,090</b>				



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT BETWEEN THE  
DEPARTMENT OF NATURAL RESOURCES AND  
OFFICE OF THE ATTORNEY GENERAL  
FY 2018 and 2019**

**WHEREAS**, pursuant to Minnesota Statutes Chapter 8, the Attorney General shall provide legal services to state agencies, boards and commissions; and

**WHEREAS**, pursuant to Minnesota Statutes Section 8.15, subdivision 3, the Attorney General is authorized to enter into agreements with executive branch and quasi-state agencies, including the Department of Natural Resources ("DNR") to provide legal services to the DNR; and

**WHEREAS**, the DNR needs legal services in order to administer and deliver its programs in Minnesota; and

**NOW, THEREFORE, IT IS AGREED:**

1. **Scope:** The DNR agrees to pay to the Attorney General's Office ("AGO") in FY 2018 and 2019 (July 1, 2017 through June 30, 2019) an amount equal to the costs of legal services that are directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided to the DNR by the AGO. The billings for actual hours of service provided will be based on hourly rates of \$131.00 for attorney services and \$83.00 for legal assistant and investigator services. The actual breakdown of legal services provided by attorneys and legal assistants will be determined within the AGO's discretion. Both the DNR and the Attorney General acknowledge that the hourly rates in this Agreement are based on the hourly rates charged by the AGO for services to state agencies. Provided, however, that the DNR reserves the right to contest a bill or a portion of a bill for legal services. The AGO agrees to provide DNR with a report of legal services that will be billed five days prior to preparing an invoice. DNR shall notify the AGO of its intent to dispute a portion of the report and the basis for its dispute within five days of receiving the report. If the DNR contests a portion of a report, the AGO will only invoice for the uncontested portion while the parties try to resolve the issue. DNR shall pay the invoice for the uncontested portion of the report to the AGO as provided in paragraphs 4 and 5.
2. **Provision of Services:** The AGO shall provide legal services to the DNR in accordance with Minnesota Statutes Section 8.06, except those duties, if any, delegated to the DNR or provided by outside counsel under Section 8.06. The scope of legal services to be provided includes all matters pertaining to the DNR's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, and provision of other legal needs as may be necessary. Pursuant to Section 8.06, the AGO may authorize outside counsel to be employed to provide legal services to the DNR. Upon request, the AGO agrees to make representative(s) available to meet with the DNR to review priorities for legal services.

3. **Terms of Payment:** Except as provided in paragraph 1, the DNR shall process payments to the AGO for legal services provided to it. The amount of payment(s) will be based on monthly billings for actual services provided at the rates agreed upon in paragraph 1 of this Agreement.

In addition, the DNR will pay for legal costs and expenses associated with the provision of legal services as provided in paragraph 7 of this Agreement. Invoices from third parties for these costs and expenses will be forwarded by the AGO to the DNR's Authorized Financial Agent promptly upon receipt. For purposes of this paragraph, the DNR's Authorized Financial Agent is Barbara Juelich, Director of Management and Budget Services.

4. **Transfer Mechanism:** Except as provided in paragraph 1, monthly payments shall be made by the DNR to the AGO based on billings for hours of service provided for legal work. The payment(s) shall be made within 30 days of the date of the monthly billing. The first monthly billing to the DNR under this Agreement will cover the period of time commencing July 1, 2017.
5. **Reporting:** Hours of legal services provided under this Agreement will be recorded by AGO staff for inclusion in the AGO payroll system. The AGO will provide the DNR with a report of all hours of service provided under this Agreement on a monthly basis. Monthly, the AGO will provide a billing report to the DNR, including the total number of hours identifiable by case and a requested payment amount. The first monthly billing report to the DNR under this Agreement will cover the period of time commencing July 1, 2017.

Each monthly report will include data from either two (2) or three (3) complete pay periods, from the end date of the preceding report through the last full pay period of the month in which the report is produced. The AGO will provide each report to the DNR no later than six (6) weeks after the end of the period covered by the report.

The AGO shall also provide a monthly Commissioner's Report to the DNR detailing the status of all DNR matters in which the AGO is representing the DNR. The Commissioner's Report shall be sent to the Commissioner on or before the 25<sup>th</sup> day of each month.

6. **Legal Costs and Expenses:** Litigation costs and expenses under \$2,500.00, including, but not limited to, the cost of filing legal documents and hiring expert witnesses and court reporters will be paid directly by the DNR and will not come from the funds identified to be paid to the AGO in this Agreement. AGO staff will complete a notice of need for encumbrance form, including the name and address of the vendor and the estimated cost to be incurred and forward a copy to the Office of Management and Budget Services ("OMBS") in the DNR before such special expenses or obligations are incurred. Litigation costs and expenses exceeding \$2,500.00 will be paid directly by the DNR and must be approved by OMBS before costs are incurred. All mediation, arbitration, and



other professional services agreements and amendments thereto must be executed by OMBS in the DNR before costs are incurred. DNR will be the only contact for these agreements. To the extent that the AGO receives an invoice for services rendered under this paragraph the AGO will submit said invoice to the DNR Authorized Financial Agent promptly upon receipt. For purposes of this paragraph, the DNR's Authorized Financial Agent is Barbara Juelich, Director of Management and Budget Services.

7. **Estimated Amount:** The total cost of legal services to be provided to the DNR by the AGO in FY 2018 and 2019 is estimated by the DNR and the AGO to be \$1.7 million. This amount of AGO legal services is merely a rough estimate for a two-year period.
8. **Insufficient Funding:** The DNR will endeavor in good faith to pay for the total amount of legal services actually rendered to it by the AGO. However, if the DNR believes during the term of this Agreement that it will not have sufficient funds to pay for all the legal services anticipated to be rendered to it by the AGO, the DNR shall immediately so notify the AGO. The parties acknowledge that a new or supplemental appropriation may be necessary, and MMB, the DNR and the AGO shall work cooperatively to obtain any necessary increased or supplemental funding. The parties agree that the DNR's obligation to pay for the cost of AGO legal services does not require the DNR to transfer funds to the AGO that (1) are appropriated or limited by contract, to be used for a specific purpose that clearly does not include the payment for AGO legal services; (2) would result in staff furloughs, involuntary leaves of absences or layoffs; or (3) are encumbered to pay for an expense unrelated to the payment of AGO legal services, but it is understood that the DNR may unencumber a portion or all of encumbered funds to the extent they are not necessary to pay for the expense for which they were encumbered.
9. **Amendments.** Any amendments to this Agreement shall be in writing and shall be executed as an amendment to the Agreement, including the mutual consent of all parties to the amendment.
10. **Authorized Agent:** The authorized agent of the AGO for purposes of this Agreement is Ray Smith, Director of Finance. The DNR's authorized agent for purposes of this Agreement is Dave Schad, Deputy Commissioner.

**APPROVED:**

**DEPARTMENT OF NATURAL  
RESOURCES**

By: [Signature]

Title: Deputy Commissioner

Date: 8/8/2017

**OFFICE OF THE ATTORNEY GENERAL**

By: [Signature]

Title: Deputy Attorney General

Date: 8/14/17

Contract # 129937  
PO # 3-120752 Km 8/8/17

MINNESOTA MANAGEMENT & BUDGET

By: 

Title: Deputy Commissioner

Date: 8/16/17

**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 Natural Resources (DNR).

**1. Services to be Performed:**

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

**2. Authorized Agents:**

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

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

DNR: Dave Schad, Deputy Commissioner, 500 Lafayette Rd. N, St. Paul, MN 55155 (651) 259-5025

**3. Consideration and terms of Payment**

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

- Enter an appropriation transfer in SWIFT using the following accounting codes:  
Fund 2001, FinDeptID G021ADMN, Approp ID G027203
- If assistance is needed, please contact Rachel Douglas ([Rachel.Douglas@state.mn.us](mailto:Rachel.Douglas@state.mn.us) or 651.201.2531).
- Please transfer the following amounts no later than August 1st of each fiscal year:  
FY 2018: \$56,300                      FY2019: \$40,000                      Total for the biennium: \$96,300

**4. Terms of Agreement**

This agreement is effective July1, 2017 and shall remain in effect until June 30, 2019.

**5. Amendments**

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

**Approved:**

Department of Administration	Department of Natural Resources
By: <u>Erin M Campbell</u>	By: <u>Dave Schad</u>
Title: <u>Assistant Commissioner</u>	Title: <u>DSO Director</u>
Date: <u>7-27-17</u>	Date: <u>7-27-17</u>

Contract 129279  
Julie Schmitt

# FY18 Interagency Agreement

State of Minnesota

SWIFT Contract No: 128118

SWIFT Purchase Order No: 3-117228

3-117270

This agreement is between the Minnesota Department of Natural Resources (DNR) and the Minnesota Department of Administration Plant Management Division (Central Mail).

## **Agreement**

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### **1 Term of Agreement**

- 1.1 **Effective date:** July 1, 2017, or the date all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, are obtained, or whichever is later.
- 1.2 **Expiration date:** June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### **2 Scope of Work**

Central Mail will receive print files from the Department of Natural Resources for the production and processing of postcard mailings on behalf of the DNR. The print jobs will be printed and delivered to the United States Postal Service (USPS) within a timeframe agreed to by both parties.

Under this agreement, the DNR agrees to reimburse Central Mail for the cost of the printing and processing for mail of all postcards for the DNR. In order to qualify for the quantity presort rate, the DNR will guarantee a minimum of 500,000 postcards will be sent to Central Mail for addressing in the dates described above.

#### **Central Mail will:**

- 2.1 Complete all postcard printing jobs by the agreed upon timelines;
- 2.2 Provide assistance with any redesign or modifications to the mail piece that may be needed throughout the agreement period to achieve the lowest possible postage rate;
- 2.3 Perform any required address hygiene work to achieve the lowest possible postage rates;
- 2.4 Track the quantity of postcards printed and mailed within the billing period. Complete the National Change of Address (NCOA) for each job as required by the USPS;
- 2.5 Provide an exception report of the addresses deemed as undeliverable;
- 2.6 Provide the DNR with a monthly report which itemizes the volume of each mailing completed;
- 2.7 Bill the DNR monthly with an itemized invoice of the volume of printed, completed and production processes, including address hygiene and bulk zip code sorting, based on the rates agreed upon in this document.

#### **DNR will:**

- 2.8 Define the requirements for each job submitted;
- 2.9 Coordinate the timely transmission of the necessary print output files from DNR to Central Mail to enable the printing of the jobs;
- 2.10 Provide the pre-printed postcard stock, and arranging for the timely delivery of stock the DNR, or the DNR print vendor, to Central Mail, upon request by Central Mail;
- 2.11 Reimburse Central Mail, upon receipt of the monthly bill for services provided under this agreement.



Both parties to this agreement agree that any additions to the scope of the project will require an executed amendment to this agreement.

### **3 Consideration and Payment**

- 3.1 DNR will compensate Central Mail for the printing jobs completed according to the agreed upon rates in the attached rate sheet, attachment A, which is hereby attached and incorporated into this agreement. The presort rate of \$0.010 per piece will be charged to presort postcards instead of the regular presort at of \$0.020 per piece providing the DNR meets the 500,000 piece minimum. Failure to meet this minimum would result in the DNR being charged the regular rate for the amount of cards presorted.

Itemized invoices will be filed in arrears, not more often than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed.

Final invoice must be received no later than August 30, 2018. Payment should be made directly to:

Vendor: G020000000

Location: 008

Address: 9

### **4 Conditions of Payment**

- 4.1 All services provided by Central Mail under this agreement must be performed to the satisfaction of DNR, as determined at the sole discretion of the DNR Authorized Representative.

### **5 Authorized Representative**

- 5.1 Central Mail's Authorized Representative is Catherine Cheesebrow (or his/her successor), Central Mail Supervisor, 395 John Ireland Blvd, G-60, Saint Paul MN 55155. 651-296-6802.
- 5.2 DHS's Authorized Representative is Ray Kappers 500 Lafayette Rd, Saint Paul DNR Supervisor (or his/her successor), 444 Lafayette Rd, Saint Paul MN 55155. 651-355-0145.

### **6 Amendments**

- 6.1 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 successor in office.

### **7 Liability**

- 7.1 Each party will be responsible for its own act and behavior and the results thereof.

### **8 Termination**

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

### **9 Data Practices**

- 9.1 Each party must comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes 13, US Code title 18§2721, and Minnesota Statutes sections 168 and 171, as it applies to all data furnished to or by a party to this agreement, and as it applies to all data received by Central Mail under this agreement. Central Mail accepts responsibility for providing adequate supervision and training to its employees to ensure compliance with the Data Practices Act and all applicable state and federal laws.

# 1 STATE ENCUMBRANCE VERIFICATION

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

Signed: Kristel Peters

Date: July 6, 2017

## 2 Minnesota Department of Natural Resources

<sup>11/7-7-17</sup>  
By: James T. Hack

Title: Director FAW

Date: 7-10-17

## 3 Minnesota Department of Administration

By: Barbara Oleson  
(with delegated authority)

Title: Supervisor Central mail

Date: 7-10-17

Attachment A – Rate Sheet

Service	Rate
Set up and data import	\$51.00
NCOA, address standardization and Zip+4	\$15.00 per 1,000
Ink Jet Addressing	\$17.50 per 1,000
Quantity Presort	\$0.010 per piece
Custom Printing	\$6.00 per 1,000

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Natural Resources (DNR) and the Minnesota Department of Agriculture (MDA).

### Agreement

#### 1 Term of Agreement

1.1 **Effective date:** No sooner than July 1, 2017, 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, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Scope of Work

In 2007, the Minnesota legislature appropriated funding (Minnesota Laws of 2007, Chapter 57) to compensate certified meat processors for processing hunter-harvested deer in Minnesota for donation to food charities. Currently, MDA is the agency that regulates the meat processing industry. The two agencies will work cooperatively to administer the program; however, MDA will have the primary responsibility of tracking, certifying, and reimbursing processors.

##### DNR duties:

- Publish a guide for donating venison in Minnesota. The guide will be distributed to license agents and meat processors.
- Maintain an active list of certified processors on its website.

##### MDA duties:

- Solicit participation from certified processors through an application process.
- Share the list of approved processor with DNR for posting on its website.
- Create and maintain all paperwork regarding tracking of donated deer per MS 17.035.
- Reimburse processors \$70 for each deer processed.
- Provide receipts and documentation to DNR for auditing purposes.
- When necessary, obtain venison and test samples for lead contamination.

#### 3 Considerations and Payment

DNR will submit forms for an appropriation transfer from the venison donation account (Fund 2000, AppropID R296216) to MN Department of Agriculture (Fund 6000 – Org Appr B045Y07, FinDept ID B0411500) for the lump sum of \$50,000.00, for venison collection and testing, administration of the program, and reimbursement of processors. An additional \$10,000 is available upon request by MDA if additional funds are needed for FY 18. After that any changes would be amended to the contract and approved during the year for additional costs incurred. Any funds remaining at the end of the program year(s) will be documented and reported to the DNR, remaining funds will be used for ongoing obligations unless the program ends. As of June 1, 2017, MDA reported \$20,958.00 in funds remaining from previous fiscal years; this money will be used for ongoing obligations. If the donation program ends, all remaining funds will be returned to the DNR.



The total obligation of DNR for all compensation and reimbursements to MDA under this agreement will not exceed \$ 60,000.00 during this fiscal year.

#### 4 Conditions of Payment

All services provided by Agriculture 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 Adam Murkowski, Big Game Program Leader, 500 Lafayette Rd., St. Paul, MN, 55155, 651-259-5198, or his successor.
- Agriculture's Authorized Representative is Nicole Neeser, Dairy and Meat Inspection Division Director, 625 Robert St. N. St. Paul, MN, 55155, 651-201-6225, or her 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.

#### STATE ENCUMBRANCE VERIFICATION

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

SWIFT contract #: 130348

Signed: [Signature] This contract will be processed as an appropriation transfer.

Date: 8/16/2017

#### 2. Department of Natural Resources

By: [Signature]  
Jim Leach

Title: Director, DNR Division of Fish and Wildlife

Date: \_\_\_\_\_

#### 3. Department of Agriculture

By: [Signature]  
Nicole Neeser, DVM

Title: Director, MDA DMID, Meat Program

Date: 6/5/17

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT #13**

This interagency agreement is between the Minnesota Department of Natural Resources - Division of Ecological and Water Resources / Division of Fish and Wildlife (DNR), and Minnesota Department of Agriculture (MDA).

**Agreement**

**1. Term of Agreement**

- A. Effective date:** July 1, 2017 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- B. Expiration date:** June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

**A. DNR**

- 1. Analytical Services.** The parties have determined that MDA will provide four different categories of analytical services to DNR as follows:

- a) General Water Chemistry / Miscellaneous Services
- b) Fish Contaminant Services
- c) DNR and MDA – Spills / Kills Pesticide Samples: The DNR and MDA have a need to facilitate the coordination of sampling, testing, and sharing of information between the MDA Laboratory, MDA Pesticide and Fertilizer Management Division (PFMD), and the DNR in cases where pesticide permit misuse is suspected. In such cases, the following persons (or their successors) shall be contacted and kept informed during the course of these incidents: Treeske Ehresmann (MDA), Yoko Johnson (MDA), Lucy Hunt (MDA), Kim Middendorf (MDA), Paul Haiker (MDA), and Heidi Rantala (DNR).
- d) **DNR County Geological Atlas Program - Groundwater Chemistry Testing Services.** The DNR research program requires inorganic chemistry analyses of groundwater samples typically collected from domestic wells. A minimal number of samples may be surface water. Sampling rate is expected to be 20 to 40 samples per week in each of FY18 and FY19 starting approximately in May and ending approximately mid-October.

- 2. MDA Quality Assurance Manual (QAM) in Lieu of the Quality Assurance Project Plans (QAPPS).** The MDA Laboratory shall maintain its ISO17025 accreditation by American Association of Laboratory Accreditation (A2LA) under this agreement. The DNR shall review the MDA Quality Assurance Manual annually. The QAM shall become part of this agreement by amendment when approved by both parties.

- 3. Number of Parameters.** The number and types of parameters shall be further explained and agreed upon during an annual review using the MDA project checklist. Changes in parameters, procedures and budget will be reviewed and captured in the MOU.

**a) General Water Chemistry / Miscellaneous Parameters.**

A total of approximately 4123 and 3540 inorganic and organic parameters shall be sent to the MDA for analysis in each of the fiscal years, FY18 and FY19, respectively. These parameters shall originate from the Division of Ecological and Water Resources and the Division of Fisheries and Wildlife in the approximate numbers shown in Table 1 and Table 2, respectively. Total cost will be borne by each DNR Division or Section as indicated below. Bottles and other supplies provided to the DNR for general water chemistry by the MDA laboratory are not covered by this contract and will be billed separately.



**Table 1. Parameters and Costs (FY18)**

<b>DNR Section</b>	<b># Allowable Parameters</b>	<b>Cost</b>
Section of Fisheries	2,616	\$48,707
Section of Fisheries-MN River	378	\$7182
Section of Wildlife	665	\$12,425
Div. of Ecological and Water Resources	464	\$8645
<b>Total</b>	<b>4123</b>	<b>\$76,959</b>

**Table 2. Parameters and Costs (FY19)**

<b>DNR Section</b>	<b># Allowable Parameters</b>	<b>Cost</b>
Section of Fisheries	2,616	\$48,707
Section of Fisheries-MN River	252	\$4788
Section of Wildlife	640	\$11,950
Div. of Ecological and Water Resources	32	\$600
<b>Total</b>	<b>3540</b>	<b>\$66,045</b>

**NOTE: No Rotenone work will be performed under this agreement. Any Rotenone work must be performed under a separate agreement or under an amendment to this agreement.**

**b) Fish Contaminant Parameters.**

DNR shall send approximately 2,200 prepared samples, fish tissue or similar matrix, for Mercury analysis. Approximately 120 of these tissue samples will be analyzed for PCB each fiscal year by MDA. If modification of the ratio of Mercury to PCB samples is necessary, DNR may substitute, with the concurrence of MDA, five (5) Mercury determinations for one (1) PCB determination, or vice versa. Modifications of parameter numbers according to this formula shall be made at no additional cost to DNR.

**c) DNR and MDA – Spills / Kills Pesticide Testing Services.** The unpredictable nature of environmental spills and wildlife kills (including fish) makes estimating the number of pesticide samples to be analyzed during any given fiscal year difficult. Both parties have legislative authority in the case of wildlife kills associated with possible use or misuse of pesticides. The number of samples and costs associated with sample analysis related to these incidents will be negotiated and agreed upon by both parties.

**d) DNR County Geological Atlas Program (CGAP) - Groundwater Chemistry Testing Services.** An estimated 450 samples will be sent to the MDA for analysis in both fiscal year FY18 and fiscal year FY19. These samples shall originate from the Division of Ecological and Water Resources for the County Geological Atlas Program. Work performed for this program must be in accordance with the current interagency agreement between DNR and MDA LSD.

Of the 450 water samples to be submitted in FY18 and FY19, approximately 400 samples will be designated the Standard Analytes data set and will be analyzed for twenty one (21) designated parameters at a cost of \$326 per sample. Approximately 40 samples will be designated the Carbon-14 data set and will be analyzed for nine (9) designated parameters at a cost of \$140 per sample. Approximately 10 samples will be designated the Fen data set and will be analyzed for twelve (12) analytes at a cost of \$191 per sample. Table 3 lists the estimated price and parameters. Metals are not listed individually in this agreement.

**Table 3. FY18-19 Prices per Analyses**

Analyte	Test Code	MRL2	Method Referenced	ISO17025 Accredited	MDA Price
Bromide (Optional)	Br	0.005 mg/L	EPA 300.0	No	\$16
Chloride	Cl	0.50 mg / L	EPA 300.0	Yes	\$16
Fluoride	Fl	0.05 mg/L	EPA 300.0	Yes	\$17
Nitrate/Nitrite	NO3/NO2	0.01 mg/L	SM 4500 - NO3 F	Yes	\$16
Total Phosphorus	TP	0.01 mg/L	EPA 365.1	Yes	\$20
Sulfate	SO4	0.50 mg / L	EPA 300.0	Yes	\$16
Metals	Various Individual Elements		EPA 200.7/200.8	Yes	\$15/ea.

4. **Deviation in Parameter Numbers.** If general water chemistry numbers deviate significantly from the figures described above, additional parameters shall be paid for through amendment of the interagency agreement at rates to be negotiated by the parties. If a new program involving significant sample parameter numbers arises and MDA agrees to analyze them for DNR, payment for these parameters shall be negotiated by both parties and the interagency agreement shall be amended, as necessary. The MDA Quality Assurance Manual will apply to any additional parameters.
5. **Parameter Re-runs.** If sample results are determined to be in question by the parties, those samples shall be re-analyzed and evaluated for accuracy. In cases where initial results are determined to have been unacceptable (as determined by the MDA quality system protocols), subsequent sample re-runs will not be counted against the number of DNR allowable parameters.
6. **Technical Liaison.** The technical liaison for DNR for the purposes of this agreement is Heidi Rantala or successor. She shall serve as liaison for each of the DNR Divisions (Ecological and Water Resources, Fisheries and Wildlife) in their interactions with MDA. Liaison responsibilities include: advising MDA on parameters to be run; reporting limits needed; scheduling sample submittals; how to handle late arrival of samples; determination of acceptability of sample results; when samples need to be re-run; resolving inconsistencies that occur if sample submittals deviate from anticipated practices; negotiating charges if parameter numbers exceed those outlined in the MOU; approval of invoices for payment; or other changes that are necessary to allow for timely and accurate completion of the analytical services MDA provides under this interagency agreement. Liaison shall review and approve the use of the MDA Quality Assurance Manual.
7. **Coordination of Samples Shipped to MDA.** DNR shall coordinate with MDA to schedule samples on a seasonal basis to the extent that permits and program constraints allow.

#### **B. MDA**

- 1) **Laboratory Data Quality and Certification.** MDA shall continue to maintain the ISO17025 accreditation of its quality system to ensure accuracy and precision of all data generated. In the event that MDA Laboratory is unable to maintain ISO17025 accreditation, MDA shall notify DNR.
- 2) **Reporting of Laboratory Results.** MDA Laboratory shall report electronic results to the DNR's technical liaison, or designee, using Excel and Adobe pdf formats. Report shall be within the time frames as established by the programmatic requirements. If requested, MDA will provide DNR quality assurance/quality control data or other information to meet program needs. Written report files are acceptable for short turn-around samples.
- 3) **Record Retention.** MDA shall retain records on-site for a period of five (5) years including all data pertaining to the analytical services performed for DNR under the terms of this agreement, unless specified differently

in the record retention schedule.

- 4) **Technical Liaisons.** MDA shall designate Supervisor Treeske Ehresmann or successor as technical liaison for the testing of inorganics, and Supervisor Kathryn Reynolds or successor as technical liaison for the testing of organics.
- 5) **Annual Reports.** Upon request, the MDA shall provide an annual report to the DNR technical liaison detailing the cumulative (year-to-date) number and type of samples analyzed.
- 6) **Emergencies Which Threaten the Health and Welfare of Human or Animal Populations.** Analytical work from MDA and DNR shall be treated equally except for during an emergency which threatens the health and welfare of human or animal populations. In the event of such an emergency, MDA may give precedence to analytical samples associated with the emergency situation; routine DNR general water chemistry, fish contaminant, or groundwater chemistry samples may be delayed. MDA shall take full financial responsibility for sending those DNR time-sensitive samples already in its possession to another laboratory that is able to meet the analytical and quality requirements. If the emergency situation persists and the DNR acquires additional samples that MDA cannot analyze in a timely manner, the DNR has the option, after notifying MDA, to directly forward all or part of its newly acquired general water chemistry, fish contaminant samples, or groundwater chemistry to another laboratory that can meet its analytical needs.

### 3. Consideration and Payment

#### A. General Water Chemistry / Miscellaneous Services

DNR Ecological and Water Resources / Fisheries and Wildlife shall provide \$76,959 and \$66,045 to MDA in FY18 and FY19, respectively, for analyzing general water chemistry and other miscellaneous parameters, reporting results to DNR, and following all associated protocols described in the MDA Quality Assurance Manual. If there are significant changes anticipated in number of parameters submittals from the previous fiscal year, or other considerations agreed upon by both parties, this interagency agreement shall be amended, as necessary. (See Table 1 and Table 2 in Section 1.c.1 where the projected number of parameter submittals and financial obligations of each Division are indicated).

#### B. Fish Contaminant Services

DNR-Fisheries and Wildlife shall provide \$159,600 to MDA in each of FY18 and FY19 for analyzing fish contaminant parameters, reporting results to DNR, and following the other associated protocols described in the MDA Quality Assurance Manual. If there are significant changes anticipated in parameter number submittals from the previous fiscal year or other considerations agreed upon by both parties, this interagency agreement shall be amended, as necessary.

#### C. DNR and MDA - Spills / Kills Pesticide Testing Services.

The DNR Division of Ecological and Water Resources and the DNR Division of Fish & Wildlife shall provide MDA funding in FY18 and FY19 at a cost to be negotiated by both parties at the time of the event. Pesticide analyses associated with environmental spills, and fish/wildlife kills will be determined on an individual case basis. Cost will vary depending on the number of samples, analyze requested, matrices, etc.

#### D. DNR County Geological Atlas Program - Groundwater Chemistry Testing Services.

DNR Ecological and Water Resources shall pay MDA for all samples analyzed. DNR payments to MDA will not exceed \$137,910 in either FY18 or FY19 for the chemical analyses of groundwater samples as part of the DNR County Geological Atlas Program. Results will be reported to DNR following the designated protocols. This interagency agreement shall be amended if there are significant changes in: the number of samples submitted in FY18 or FY19; changes in the parameters requested; or other considerations agreed upon by both parties.

### 4. Conditions of Payment

All services provided by MDA under this agreement must be performed to DNR's satisfaction, as determined at the

sole discretion of DNR's Authorized Representative.

These funds shall be transferred to MDA following quarterly invoices prepared and submitted by MDA during each fiscal year via SWIFT. The amount provided to MDA shall be reduced by the amount of any costs associated with the analysis of any permit samples unable to be analyzed by MDA due to lack of accreditation.

The total obligation of DNR for all compensation and reimbursements to MDA under this agreement will not exceed \$738,024.

**5. Authorized Representative**

**A.** DNR's Authorized Representative is Heidi Rantala, Natural Resource Consultant, 651-259-5243, or successor.

**B.** MDA's Authorized Representative is Treeske Ehresmann, Chemistry/Toxicology Unit Supervisor, 651-201-6576 or 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 the successor 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 thirty (30) days written notice to the other party.

**9. Other Provisions**

**A. Annual Meetings.** Meetings of the technical personnel shall be held at least annually at times and places to be determined by the parties.

**B. Management Group.** The Management Group for the purposes of this agreement shall be comprised as follows: **DNR** - Heidi Rantala and **MDA** - Treeske Ehresmann

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: *[Signature]* # 127403  
203-116371

Date: 29 June 2017

**DNR-Fisheries and Wildlife**

By: *[Signature]*  
(With delegated authority)

Title: Director FAW

Date: 6-29-17

**Department of Agriculture**

By: *[Signature]*  
(With delegated authority)

Title: Assistant Commissioner

Date: 6/28/17

*MKT  
6/29/17*

**DNR-Ecological and Water Resources**

By: *[Signature]*  
(With delegated authority)

Title: Director, EWR

Date: 6-30-17



# STATE OF MINNESOTA

## INTERAGENCY WORK ORDER AGREEMENT

This work order agreement is between the State of Minnesota, acting through the Department of Military Affairs, Facilities Management Office, Camp Ripley, 15000 Highway 115, Little Falls, MN 56345-4173 ("Requesting Agency") and Department of Natural Resources, Box 25, 500 Lafayette Road, St. Paul, MN 55155 ("Providing Agency"). This work order agreement is issued under the authority of the State Master Interagency Agreement Number 71163 (T#14MNR), and is subject to all provisions of the master agreement which is incorporated by reference.

### Work Order Agreement

#### 1 Term of Contract

**1.1 Effective date:** July 1, 2017, or the date all required signatures are obtained under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Providing Agency must not begin work under this agreement until this agreement is fully executed and the Providing Agency has been notified by the Requesting Agency to begin the work.

**1.2 Expiration date:** June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Providing Agency's Duties

The Providing Agency will perform the duties specified in Exhibit A, Scope of Work and Breakdown of Costs, which is attached and incorporated into this work order agreement.

#### 3 Consideration and Payment

**3.1 Consideration.** The Requesting Agency will pay for all services performed and, if applicable, ancillary goods or materials supplied, by the Providing Agency under this work order agreement as follows:

(1) **Compensation.** The Providing Agency will be paid a sum not to exceed \$204,000.00 (Two Hundred Four Thousand and No/100 Dollars), according to the Scope of Work and Breakdown of Costs contained in Exhibit A, which is attached and incorporated into this work order agreement. This will be the total obligation of the Requesting Agency for all compensation to the Providing Agency under this Agreement.

(2) **Reimbursable Expenses.** Reimbursable expenses such as, but not limited to, travel and subsistence, computer time, postage, telephone charges (both local and long distance) to be performed in connection with the project must be included in the Scope of Work and Breakdown of Costs.

(3) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Providing Agency as a result of this agreement will not exceed \$0.00 (because these expenses are included in amount stated above); provided that the Providing Agency will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations, which is incorporated in to this agreement by reference and available at [www.mmd.admin.state.mn.us/commissionersplan.htm](http://www.mmd.admin.state.mn.us/commissionersplan.htm). The Providing Agency will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the Requesting Agency's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

- 3.2 Invoices.** Submit invoices to the Facilities Management Office, Camp Ripley, 15000 Highway 115, Little Falls, MN 56345-4173. The Requesting Agency will pay the Providing Agency within 30 days of the Providing Agency's presentation of an itemized invoice for the services performed, or ancillary goods or materials supplied, and acceptance of such services by the Requesting Agency's Project Manager, according to the Scope of Work and Breakdown of Costs contained in Exhibit A, which is attached and incorporated into this agreement.

**4 Project Managers**

The Requesting Agency's Project Manager is Mr. Joshua Pennington, Natural Resources Manager, Camp Ripley Environmental Section, Office of the Garrison Commander, 15000 Highway 115, Camp Ripley, Little Falls, MN 56345-4173, telephone 320.616.2720 or his successor, and has the responsibility to monitor the Providing Agency's performance and the authority to accept the services provided under this work order agreement. If the services are satisfactory, the Requesting Agency's Project Manager will certify acceptance on each invoice submitted for payment.

The Providing Agency's Project Manager is Mr. Dan Lais, Department of Natural Resources, 1035 South Benton Drive, Sauk Rapids, Minnesota 56379, telephone 320.223.7848 or his successor. If the Providing Agency's Project Manager changes at any time during this agreement, the Providing Agency must immediately notify the Requesting Agency.

- 5 Other Provisions.** EXHIBIT A, Scope of Work and Breakdown of Costs, is attached and incorporated into this work order agreement.

IN WITNESS WHEREOF, the parties have caused this work order agreement to be duly executed intending to be bound thereby.

APPROVED:

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**3. REQUESTING AGENCY**

**DEPARTMENT OF MILITARY AFFAIRS**

By: \_\_\_\_\_

Major General Richard C. Nash

Title: The Adjutant General

Date: \_\_\_\_\_

**2. PROVIDING AGENCY**

**DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A  
SCOPE OF WORK AND BREAKDOWN OF COSTS

**Integrated Natural Resources Management Plan (INRMP) 2017  
(Project No. 14125G)**

**EXHIBIT A**  
**SCOPE OF WORK AND BREAKDOWN OF COSTS**

The U.S. Department of Defense (DoD), with the assistance of the U.S. Fish and Wildlife Service (USFWS) and state fish and wildlife agencies, is responsible under the Sikes Act (16 USC 670a et seq.) for carrying out programs and implementing management strategies to conserve and protect biological resources on its lands.

Several Federal directives including regulations and guidance issued by DoD (DOD 4715.3 and AR 200-1) and the Sikes Act require the preparation and implementation of an Integrated Natural Resources Management Plan (INRMP). The Sikes Act requires an INRMP be developed to ensure "no net loss in the capability of military installation lands to support the military mission of the installation". The Endangered Species Act provides for the conservation of species that are endangered or threatened and the conservation of the ecosystems on which they depend.

The Integrated Training Area Management (ITAM) program is intended to support and promote land use policies, which allow for sustainable military training and multiple-use outputs from natural resource programs.

**Integrated Natural Resources Management Plan (INRMP), Protected Species, ITAM Land Management Projects Implementation**

This Scope of Work outlines INRMP, Protected Species and ITAM project implementation activities for which the Department of Natural Resources will be responsible for providing personnel and products. Survey results and completed project reports will be part of the Conservation Program/ITAM Report to be produced by the Camp Ripley Animal Survey Coordinator and his assistant at the end of each calendar year. The Conservation Program Report will also include annual updates to the Camp Ripley and Arden Hills Army Training Site (AHATS) INRMPs and ITAM programs.

The Animal Survey Coordinator and his assistant will be responsible for coordinating all wildlife surveys at Camp Ripley and AHATS. Projects to be conducted and summarized in the annual Conservation Program Report will include at least the following:

**Breeding Bird Survey**

The land management program at Camp Ripley and AHATS exists to ensure that multiple demands for land use can be satisfied without sacrificing the integrity of either military training missions or biodiversity conservation. The wide variety of habitat and the diversity of breeding songbirds are focal areas for management. DoD has a long history of positive contributions to the conservation of migratory birds. Results of this effort will contribute to future management of bird species on Camp Ripley and AHATS in support of the training mission.

#### Breeding Bird Survey

Personnel (Animal Survey Coordinator)	\$3,752.00
Personnel (Animal Survey Assistant)	\$1,040.00
Survey Contract (1 – 2 surveyors)	\$6,000.00
Vehicles (2 for 1 month)	\$1,600.00
Total	\$12,392.00

#### **Species in Greatest Conservation Need**

Species in greatest conservation need (SGCN) are defined as native animals whose populations are rare, declining, or vulnerable to decline and are below levels desirable to ensure their long-term health and stability. Over the past twenty years in particular, the military has made a serious commitment to understanding and documenting the wildlife, including rare and endangered species, found on its lands, as a means both to comply with environmental regulations and to work proactively to sustain its resource base. Sixty-three and forty-four SGCN have been identified at Camp Ripley and AHATS, respectively. Proactive management of these species is essential to ensuring the long-term capability to train Soldiers.

#### **Northern Long-Eared Bat / Acoustic Bat Transect Survey and Research**

All eight Minnesota bat species are now listed as SGCN and occur on either Camp Ripley and/or AHATS. Due to threats to Minnesota's bat populations including SGCN species, MNDNR staff developed a monitoring protocol to examine possible bat population changes.

However, the U.S. Fish and Wildlife Service listed the northern long-eared bat as "Threatened" under the federal Endangered Species Act in April 2015, largely due to the impact of white-nose syndrome on bat populations.

In 2014, a pilot of the project Endangered Bats, White-Nose Syndrome, and Forest Habitat began, the goal of which is to collect data on the distribution and habitat use of the northern long-eared bat in Minnesota. This project is being conducted by the Minnesota Department of Natural Resources (MNDNR), the University of Minnesota Duluth – Natural Resources Research Institute (NRRI), and the USDA-Forest Service (USFS).

The 2014 field season project served as a pilot for developing methodologies and expertise to be employed in a more extensive project during the 2015-18 field seasons that is part of a state-wide Legislative Citizen Commission on Minnesota Resources (LCCMR) project. Funding for this project will continue the annual bat survey route on Camp Ripley and AHATS and assist in continuing research under the new project.

#### Bat Survey

Personnel (Animal Survey Coordinator)	\$24,390.00
Personnel (Animal Survey Assistant)	\$15,750.00
Vehicles (2 for 2 months)	\$3,200.00
Field Survey/Travel - AHATS	\$3,360.00
Supplies	\$1,500.00
Total	\$48,200.00

#### Bald and Golden Eagles

Bald eagles are protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. Both of these acts prohibit killing, selling or otherwise harming or disturbing eagles, their nests or eggs. Camp Ripley will continue to monitor and protect active bald eagle nests with no disturbance buffers during breeding and nesting seasons as required by NGB Eagle Policy Guidance, the Bald and Golden Eagle Protection Act, and Bald Eagle Management Guidelines.

The National Eagle Center implemented the Minnesota Golden Eagle Project to 1) understand habitat needs and prey requirements of golden eagles using the bluff lands of southeast Minnesota, western Wisconsin and northeast Iowa, 2) determine breeding origins and migration patterns for this population of golden eagles, 3) encourage conservation of critical winter habitats in the bluff lands region, and 4) to educate the public about golden eagles. As a partner in this study Camp Ripley DNR staff will capture a golden eagle which will be fit with a satellite, backpack transmitter to track migration patterns and summer and winter locations.

#### Bald and Golden Eagles

Personnel (Animal Survey Coordinator)	\$7,512.00
Personnel (Animal Survey Assistant)	\$4,040.00
Transmitter	\$3,850.00
Flight Time - 2 hrs.	\$630.00
Vehicle (1 for 1.5 month)	\$1,200.00
Total	\$17,232.00

#### Blanding's Turtles

The Blanding's turtle is a SGCN and is listed as a state threatened species by the MNDNR. In addition the Blanding's turtle is currently a candidate species for federal listing under the Endangered Species Act. Camp Ripley is part of three MNDNR Blanding's turtle priority areas. Priority areas are the most important areas in the state for management, protection, and research of Minnesota's Blanding's turtle population. Proactive conservation of imperiled species and their habitats on DoD installations can help preclude the need for federal listing as well as reduce recovery costs.

#### Blanding's Turtle

Personnel (Animal Survey Coordinator)	\$4,065.00
Personnel (Animal Survey Assistant)	\$4,500.00
Vehicle (1 for 1 month)	\$800.00
Total	\$9,365.00

#### Black Bear

A telemetry-based study of black bears was initiated at Camp Ripley in 1991. This study is part of a statewide study to monitor the body condition, movements, and reproductive success of bears in the northern, central, and southern parts of Minnesota's bear range. Findings from this study have helped Camp Ripley personnel reduce conflicts between bears and military troops in training.

In addition to the contribution that Camp Ripley provides to the larger statewide bear study, Camp Ripley's participation in the study provides tremendous educational opportunities. After the initial capture, each bear is handled during winter 'den visits'. Den visits have proven to be an excellent opportunity to bring youth and adults from surrounding communities to Camp Ripley for educational programs and an in-field experience with biologists measuring and collaring bears. As bears continue to expand their range in Minnesota, understanding bears will help to maintain healthy bear populations and reduce conflicts between bears and Soldiers in training.

#### Black Bear

Personnel (Animal Survey Coordinator)	\$8,130.00
Personnel (Animal Survey Assistant)	\$2,530.00
Flight Time 4 hrs.	\$1,260.00
Misc. Supplies	\$500.00
Vehicle (1 for 1 month)	\$800.00
Total	\$13,220.00

#### Gray Wolf

Due to a Federal court decision, wolves in the western Great Lakes area were relisted under the Endangered Species Act, effective December 19, 2014. Wolves reverted to the federal protection status they had prior to being removed from the endangered species list in the Great Lakes region. This means wolves are again federally classified as threatened in Minnesota and endangered elsewhere in the Great Lakes region (MNDNR 2015b).

Since 2001, Camp Ripley has supported two or three wolf packs. Research has demonstrated that military training activities on Camp do not negatively affect wolves and the presence of wolves on Camp has not resulted in any loss of training capabilities. Comparing survival rates of wolves on and off Camp Ripley may provide additional insight into the effects of delisting and now relisting wolves. Wolves will be captured and radio-collared using conventional VHF or satellite collars.

#### Gray Wolf

Personnel (Animal Survey Coordinator)	\$8,130.00
Personnel (Animal Survey Assistant)	\$2,000.00
Flight Time – 12 hrs.	\$3,960.00
Satellite Collars	\$7,500.00
Vehicle (1 for 2 months)	\$1,600.00
Total	\$23,190.00

#### **Additional Wildlife Surveys**

DNR personnel will also coordinate and conduct additional wildlife surveys. These surveys are conducted in cooperation with ongoing statewide surveys for a variety of animal groups. These surveys add to the knowledge base of natural resources on Camp Ripley and help make informed decisions regarding range development and military training.

#### Additional Wildlife Surveys

Personnel (Animal Survey Coordinator)	\$12,818.00
Personnel (Animal Survey Assistant)	\$4,545.00
Flight Time – 3 hrs	\$945.00
Vehicle (1 for 2.5 months)	\$2,000.00
Total	\$20,308.00

#### **INRMP/ITAM Conservation Program Reports**

Survey results and project summaries from all sections of the Camp Ripley Environmental Office will be compiled and summarized in the annual Camp Ripley and AHATS Conservation Program Report. The Conservation Program Report will also serve as the annual update to the Camp Ripley and Arden Hills Army Training Site INRMPs.

#### INRMP/ITAM Reports

Personnel (Animal Survey Coordinator)	\$8,255.00
Personnel (Animal Survey Assistant)	\$11,500.00
Printing	\$2,750.00
Total	\$22,505.00

#### **Wildlife Damage Management**

Wildlife damage management is an integral and necessary part of wildlife resource management to insure facilities and ranges are available for military training. MNDNR personnel will assist with wildlife damage and control initiatives such as the Bird Avoidance Strike Hazard (BASH) assessment. In addition, MNDNR staff will inspect problem sites as requested and recommend control methods, investigate and remove nuisance animals from the airfield, cantonment and range facilities, and handle injured animals.

#### Wildlife Damage Management

Personnel (Animal Survey Coordinator)	\$8,628.00
Personnel (Animal Survey Assistant)	\$1,010.00
Flight Time – 3 hrs.	\$945.00
Vehicle (1 for 1 month)	\$800.00
Misc. Supplies	\$1,105.00
Total	\$12,488.00

#### Technical Services and Education

DNR personnel will supply technical services including researching and providing biological information. DNR personnel will also assist with implementation of the Army Compatible Use Buffer (ACUB) program and planning and implementation of Disabled American Veteran (DAV) and deployed Soldier turkey and deer hunts. Educational services including environmental briefs, field tours, and outdoor activities will also be provided for military personnel, schools, and the public. Public access to military lands for recreational purposes has long been a requirement of the Sikes Act.

#### Technical Services and Education

Personnel (Animal Survey Coordinator)	\$11,880.00
Personnel (Animal Survey Assistant)	\$4,020.00
Vehicle (1 for 3 months)	\$2,400.00
Training and Education	\$4,000.00
Taxidermy and Displays	\$1,000.00
Misc. Supplies	\$1,800.00
Total	\$25,100.00

#### TOTAL COST:

#### Summary

Personnel (Animal Survey Coordinator)	\$97,560.00
Personnel (Animal Survey Assistant)	\$50,935.00
Project Costs	\$33,355.00
Vehicles	\$14,400.00
Training and Education	\$4,000.00
Printing	\$2,750.00
Taxidermy and Displays	\$1,000.00
Total	\$204,000.00

**DNR Personnel involved in this project:**

Dan Lais  
EWR Central -- North District  
Manager  
1035 South Benton Drive  
Sauk Rapids, MN 56379  
(320) 223-7848

Brian Dirks  
Animal Survey Coordinator  
Env. Office, Camp Ripley  
15000 Hwy 115  
Little Falls, MN 56345  
(320) 616-2718

Nancy Dietz  
Animal Survey Assistant  
Env. Office, Camp Ripley  
15000 Hwy 115  
Little Falls, MN 56345  
(320) 616-2721

John Erb  
Research Biologist  
1201 East Hwy 2  
Grand Rapids, MN 55744  
(218) 999-7930

Dave Garshelis  
Research Biologist  
1201 East Hwy 2  
Grand Rapids, MN 55744  
(218) 327-4146

Dan Stark  
Wolf Management Specialist  
1201 East Hwy 2  
Grand Rapids, MN 55744  
(218) 999-7802

Richard Baker  
MN End. Spp Coordinator  
MNDNR  
500 Lafayette Rd., Box 25  
St. Paul, MN 55155  
(651) 259-5073



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

---

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

**1. Services to be Performed:**

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

**Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For the Department of Natural Resources: Dave Schad, Deputy Commissioner, or his successor, 500 Lafayette Road, St. Paul, MN 55155.

**2. Consideration and Terms of Payment:**

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

**TOTAL COST = \$31,453.00**

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

**3. Term of Agreement:**

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

**4. Amendments:**

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

**Approved:**

1. Agency Signature	2. Minnesota Management & Budget
By: <i>Barb Juelich</i>	By: <i>DM</i>
Title: <i>ONRCFO</i>	Title: <i>CFO</i>
Date: <i>7/31/17</i>	Date: <i>7-31-17</i>

*Contract 1294104  
Julie J. Hirsch 7/28/17*

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

---

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

**1. Services to be Performed:**

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

**Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For DNR: Dave Schad, Deputy Commissioner, or his successor, 500 Lafayette Road. N., St. Paul, MN 55155.

**2. Consideration and Terms of Payment:**

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

**TOTAL COST for FY 18= \$104,670**

You will receive a quarterly invoice from MMB for \$26,168, beginning July 2017. Each quarterly invoice shall be paid within 30 days of receipt.

**3. Term of Agreement:**

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

**4. Amendments:**

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

**Approved:**

1. Agency Signature	2. Minnesota Management & Budget
By: <i>Ben Guelich</i>	By: <i>Dennis Munkwitz</i>
Title: DNR CFO	Title: CFO
Date: 7/20/17	Date: 7-20-17

128791 7/19/17  
3-118963 *Julie Schand*



**MAD Project Number: 2018-065**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agency: Department of Natural Resources – Forestry Division

MAD Contact: Renda Rappa

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, Approp ID – G100085, Fund – 5200, Accounts – 670011

Agency:	Fiscal Year:	
Total Amount of Contract: \$84,792.00	Amount of Contract First FY:	
Commodity Code: 023-19-000000	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr ID:	Appr ID:	Appr ID:
Financial Dept ID:	Financial Dept ID:	Financial Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Contract: 124123/3-124210  
 Number/Date/Entry Initials

Order: 3-124210  
 Number/Date/Signatures

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

This is an agreement between the Department of Natural Resources – Forestry Division (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

The Division agrees that through its Master Contract with DeYoung Consulting Services it will sub-contract with DeYoung Consulting Services to provide strategic communications planning as identified in Exhibit A, which is attached and incorporated as part of this contract.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis & Development: Renda Rappa      Requesting Agency: Chris Niskanen

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 516 hours at a rate of \$150.00 per hour for services provided by DeYoung Consulting Services and up to \$6,192.00 for contract management as documented by invoice prepared by the Division. The Division will also invoice up to \$1,200.00 for travel/business expenses incurred by DeYoung Consulting Services. The total amount the Division will invoice under this agreement shall not exceed \$84,792.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Effective Dates:**

This agreement is effective November 1, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**6. Requesting Agency's Authorized Agent:**

The Requesting Agency's authorized agent for the purposes of this agreement Laurie Martinson. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**7. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**8. 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.

**9. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**10. Liability:**

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

**Approved:**

1. Requesting Agency	2. Management Analysis & Development
By: <i>Laurie Martinson</i> Title: <i>Director</i> Date: <i>11-2-17</i>	By: <i>Kenneth E. Reppa</i> Title: <i>Business Manager</i> Date: <i>Oct 25, 2017</i>

*134123 / PO 3-124210*  
*10/30/17 Km.*



EXHIBIT A



Proposal For:

**Minnesota Department of Natural Resources**



**Project: Strategic Communications Planning**

**Updated: October 19, 2017**

**Submitted by: DeYoung Consulting Services, LLC  
Karen DeYoung, M.Ed., President and Chief Executive Officer  
Stephanie Devitt, M.P.P., Strategic Communications**

710 South Second Street, Suite 400, Minneapolis, MN 55401

Phone: (612) 336-3755

Email: [karen@deyoungconsultingservices.com](mailto:karen@deyoungconsultingservices.com)

[www.DeYoungConsultingServices.com](http://www.DeYoungConsultingServices.com)





## Project Overview & Situation Assessment

The Minnesota Department of Natural Resources (DNR) is a large and sprawling state agency charged with *working with citizens* to conserve and manage the state's natural resources, providing outdoor recreational opportunities, and to providing for commercial uses of natural resources in a way that creates a sustainable quality of life. Communications and external relations are central to the mission of the state agency to an unparalleled degree.

The following proposal is designed to support DNR's desire for a strategic planning process for external communications and a final plan that supports consistent and effective communication with external stakeholders across the state agency. According to 2016 recommendations by Management Analysis & Development, the plan should provide "an agency-wide framework for understanding the purpose and role of communications...[and] offer a starting set of tenants for what is done and why it is done."

### Situation Assessment

Creating a strategic planning process for DNR communications must start with recognition of the agency's unique operating context. Consider:

- Natural Resources Are Everywhere, And Constituencies of DNR Are Equally Vast (And Passionate). The topics and issues where DNR interacts with the public range from maintaining parks, trails, campsites and fishing – resources that enable families to spend time together and lie at the heart of Greater Minnesota's tourism industry – to enforcing challenging topics like regulating movement of Chronic Wasting Disease or Zebra Mussels, or stopping methamphetamine labs from being set up on public lands. Organized environment, tourism and business industries are deeply tied to the work of DNR – especially in Greater Minnesota. This is a broad range of interests for any department to reach with consistent, effective communications.
- Broad Geography & Changing Staff Heighten Importance of Consistent Communications. The DNR is organized by seven divisions with more than 100 offices or remote sites across the state of Minnesota. More than 1 in 3 officers are set to retire in the next 5 years. The combined effect creates a significant and unique communication challenge: staff are geographically diffused and will be constantly changing, yet an effective strategic communications planning process should reach these far corners of the agency and empower all to communicate from a consistent foundation.
- Staff Disbursement And Inconsistent Structure May Amplify Communications Challenges and Needs. The DNR employs approximately 50 communications staff in a variety of roles and focus-areas, but only 30 of those staff report in through the agency's communications office. A 2009 report by Minnesota Management Analysis & Development (MAD) noted: "Agency communications is more a historical byproduct than a designed system." This structurally diffuse nature can likely compete with the strategic ambition of aligned strategic communications. The tension that sits underneath this dynamic will be as important to address as any messaging topic that may arise in planning process.



- DNR's Historic Understanding And Expectations Of Communications Is Inconsistent. Presuming the reports prepared by MAD are a fair reflection and important guide for DNR's communications strategy from 2009 to present, counsel to date shows limited and inconsistent understanding of communications' role in advancing an agency mission. For example, the 2009 report talks about both a mission of the communications department as a service to the other divisions, and just paragraphs later references the value of agency-wide and proactive communications. These inconsistencies sit atop a field (communications) that has almost totally changed since 2009 due to the mainstreaming of social media and the new public expectations that have grown from an on-demand information culture.
- DNR's Public Interactions Often Involve Regulating an Existing Natural Resource, Rather Than Delivering A Service. The Department of Human Services has a long and clear list of services it provides to its constituents. On the other hand, the DNR's relationship with the public it reaches is quite different. DNR's role is often to serve as a gatekeeper to passionate hobbies by providing licenses to hunters and anglers, for example. Or DNR is in the position of negotiating competing interests to protect the environment while respecting the economy in areas of the state where wildlife is at the heart of community culture and economy. In these examples and more, DNR's role is that of intermediary between people and the environment, rather than as an agency delivering services. That's a different role that creates different relationships with constituents served; these differences must be reflected in effective communications.
- DNR Has A Different Relationship With Local Governments And Tribal Governments Than Most State Departments. The natural environment is as "grassroots" and ground-level as they come. Doing the work of protecting natural resources requires being in communities and in nature, and working with the local governments is central to that. DNR staff likely interacts regularly with county commissions on issues of land use and planning; watershed districts on issues of waterway protection and preservation; and tribal governments on topics of protecting the quality and culturally appropriate accessibility of important natural resources. These dynamics create many important and delicate relationships that likely require regular engagement as part of any planning or regulatory process.
- Effective Communications Will Recognize These Variables, And the Changing Public And Media Landscape. As the Conservation Agenda notes, the public's demand for accessible information has increased significantly with the proliferation of smart phones, social media and other direct communications sources. Yet the general fund resources provided to the department have decreased by 30 percent from 2004 to 2014. The added expectations and fewer resources only heighten the importance of clear, consistent and effective communications in helping the DNR achieve its mission.





## Strategic Planning for Communications Approach

To that end, Stephanie Devitt has developed a series of principles to guide the strategic communications planning process:

1. **Understand Stakeholders + Strategies.** We start the planning process by taking time to understand the organization, project team and leadership. We explore your understanding of the communications challenges and opportunities facing DNR, who you see as your essential stakeholders, and your vision for the future of the agency. This grounding helps ensure that each step in the process is highly customized to DNR's needs, audiences and ambitions.
2. **Culture + Structure Matters.** Before diving deep into a planning process, we take time to understand the agency's structure and culture. Often strategic communications plans focus only on culture – the language, norms and artifacts that influence how teams interact with each other and with constituents. We go a step further to evaluate both culture and structure because we understand that creating new and effective strategic communications – and especially strategies that transform perceptions and behaviors – requires understanding both where perceptions are starting from and how competing and aligned interests could emerge in the planning process. This analysis is also an opportunity to understand roles within the organization, and identify important messengers and leaders to engage throughout the process.
3. **Focus On The Why.** Capacity for communication and change are built by defining and reinforcing strong visions bolstered by true passion. DNR is at an advantage in this respect – it's an agency of people who are dedicated to the environment. We work closely with agency leadership to understand and frame why the agency matters, and cast visions that inspire staff and constituents to work together toward a shared future.
4. **Message. Messenger. Sequence. Effective Communications Strategy Considers All Three.** Our team believes deeply in the value of three-dimensional communications. Words and messages matter. But the right words from the right person at the right time make all of the difference. We develop strategic communications planning processes that put this belief front-and-center, involving staff in the process for maximum buy-in on implementation. And the plans we create integrate three-dimensional thinking for maximum impact.

## Steps for Strategic Communications Planning

**Step 1: Set Direction and Align Vision.** We would begin our work with DNR by taking time to understand the greater context behind this planning need. Analysis would include a review of the DNR organizational chart and structure, and items like human resources guides, internal communications or other details that depict and frame the organization's culture. Next, we would conduct an in-depth conversation with the DNR Project Lead about the organization's tempo, strengths, and hopes from this process. The conversation would also be an opportunity to learn about any case study-worthy examples of communications (good and bad) that frame how the agency staff currently thinks about communications. Finally, this information would be brought together with our existing training materials to inform a 6-hour



Senior Leadership Vision Retreat, led by Stephanie, where project staff and senior leadership could work together in a workshop format to set the vision for the strategic communications plan, and align around shared goals and hopes for the process and beyond. The sessions would build from Stephanie Devitt's "Stakeholder Analysis" and "Why Communications" trainings.

**Step 2: Listen and Engage.** Next, we will use three methods to engage external stakeholders in the strategic communications planning process. We will first design and work with DNR to deploy a SurveyMonkey survey of DNR's diverse constituencies. Next, we'll develop an engagement format and work with DNR to host listening sessions for staff and stakeholders at four regional sites across the state. The goal of these listening sessions is to talk with DNR's non-metro staff and stakeholders (watershed districts, committee members, county commissioners, tribal government leaders, schools and more) about DNR communications, messages, and priorities for their region's natural resources. Finally, we will conduct 10 to 12, 45-minute interviews with key stakeholders of DNR. Examples of stakeholders to focus on for in-depth interviews might include staff at the Governor's office, business groups like the Minnesota Chamber of Commerce, tourism groups like MN Tourism or the Brainerd Chamber of Commerce, and environmental groups like the Nature Conservancy. Findings from these methods of listening and engagement would be aggregated and provided to DNR project team and leadership.

**Step 3. Reflect and Prioritize.** With input from diverse constituencies gathered and messages and approaches tested, we will next aggregate and present the findings of this listening process. Findings will be organized into key themes. We expect to present these findings to the project team first, followed by a second workshop session with senior leadership, during which we expect to present the findings from these listening sessions. Following the presentation, we will organize discussion materials in a workshop format to allow senior leaders and project staff to work together on refining and expanding the vision set in the first session. This workshop would also include an exercise designed to prioritize communications and help solidify DNR's overall framework and approach to communications for the strategic plan.

**Step 4: Final Plan Presentation and Recommendations.** Following the second senior leadership workshop, our team would organize information collected to date into a final strategic communications plan that would stand on its own, but work in close complement to the DNR's Conservation Agenda. Key aspects of the plan expected include:

- 1) ***Vision for Communications.*** This would include the role of communications in supporting the DNR's overall mission, and the expected roles of staff in supporting this vision.
- 2) ***Stakeholder Analysis.*** Naming the diverse constituencies that will be essential to achieving DNR's vision.
- 3) ***Stakeholder Input Themes + Lessons.*** Key themes and priorities voiced by DNR stakeholders through the input process, as well as feedback provided on communications expectations and needs.
- 4) ***Communications Framework + Key Messages Hierarchy.*** This framework and "key messages hierarchy" would build from the priorities identified at the senior leadership retreat, and would encompass overarching key messages for DNR as well as supporting messages designed to tie the agency's diverse units under the overarching message.
- 5) ***Recommendations.*** This would include suggestions for strategies to deploy the strategic communications plan and reinforce its themes for maximum use and effectiveness.





## Consultant Qualifications, References & Experience

### Karen DeYoung, M.Ed.



**Karen DeYoung, M.Ed.**, has continued to serve as a consultant to hundreds of non-profit and public sector organizations over the past twenty years providing facilitation, public engagement/outreach, board and staff training, organizational development, strategic planning, curriculum development, and evaluation. Her niche is working with underserved communities.

Ms. DeYoung facilitates processes and sets of actions that enable groups to develop and implement their plans. Organizational capacity building is included in every plan. She has extensive experience facilitating a process that identifies the lessons learned from the process findings and how the lessons can be used to improve programs through goal setting. This often-excluded additional step provides a direct link between the data gathering and the ongoing plans. In addition, the process of facilitation helps decision-makers understand and internalize the findings and begin to plan options for the program.

Ms. DeYoung received a BA in Broadcast Communications from American University, a M.Ed. in Curriculum and Instructional Systems from the University of Minnesota and a Certificate in Facilitating Organizational Change from the American Society for Training and Development. She will serve as a project manager.

### Stephanie Devitt, M.P.P.

**Stephanie Devitt, M.P.P.**, is partnering with DeYoung Consulting Services to bring strategic communications expertise to the practice, and will lead the work. Stephanie leads SDK Communications where she blends big-picture strategy and savvy implementation to help clients succeed on the people side of change. Through her consulting practice and 15 years of experience in the field, she has developed a unique expertise in helping healthcare systems, local governments, nonprofit and other public-centered organizations transform their operations to make communications and engagement part of the fabric of work.

Stephanie began her career leading regional community relations for U.S. Senator Tom Daschle, managing relationships with key constituencies across 14 counties and 3 reservations. In this role, she worked with local and tribal governments, business owners, and more to understand and advance community priorities. She also traveled with the Senator and organized events and media briefings. As a result, she has first-hand experience in the diverse and complex details of public sector public relations. Stephanie has also served as a consultant for M+R Strategic Services, a national advocacy consulting firm, and Himle Horner, Inc., a boutique Minnesota public affairs firm.



Stephanie holds a Master of Public Policy in Nonprofit Management, Communications and Engagement from the Humphrey Institute at the University of Minnesota, where she was the recipient of the Dean's Advisory Council full-tuition scholarship. She also holds a Bachelor of Science in Sociology with a focus on research methods, also from the University of Minnesota. Stephanie currently serves on the board of directors for Vail Place, a Hennepin County nonprofit serving people with serious and persistent mental illnesses, and was recently appointed to the City of Golden Valley Human Services Commission / Fund.

### **Anna Peterson, M.S.**

Anna Peterson, M.S., brings 12 years of conservation communications experience to the project. Most recently, Anna served as Director of Operations and Human Resources for Verde Brand Communications, a Colorado-based firm specializing in communications and marketing for environmental and conservation clients. Clients she has served include Alaska Wilderness League, Pew Environmental Group, National Environmental Trust, and Wilderness Society. Anna is a native of Minnesota, and would provide back up support to Stephanie and Karen in areas of survey management, research and operations.

### **Client References for Strategic Communications (Stephanie Devitt)**

Client	Project	Reference
The Minneapolis Foundation	<p><b>Challenge:</b> Community foundations play a unique role in the community – bringing together donors, nonprofits, and holding an important platform of influence. TMF was seeking opportunities to use these assets to advance issues that matter.</p> <p><b>Solution:</b> Stephanie Devitt /SDK Communications aided TMF in maximizing its total capacity for influence through: stakeholder analysis training for donor advisors; strategic communications planning to advance the topic of education, including marquee MPR events; and coalition management to advocate for an outcomes focus and greater equity and community engagement in the public sector.</p>	<p>Sandy Vargas (Retired) President &amp; CEO The Minneapolis Foundation E: <a href="mailto:svargass@gmail.com">svargass@gmail.com</a> P: (763) 432-0728</p>
Minnesota Department of Human Rights (DHR)	<p><b>Challenge:</b> DHR is tasked with helping to elevate the civic engagement capacity across state government – a wide scope with narrow resources.</p> <p><b>Solution:</b> Stephanie Devitt was one of a small group of competitively selected trainers chosen to lead trainings for state employees. Her trainings on "Stakeholder Analysis" and "Core Skills in Community Engagement" were well received. The Stakeholder Analysis training continues to be referenced in work of DOT, DHS and other agencies.</p>	<p>Nicholas (Nick) Kor Director of Civic Engagement Dept. Human Rights E: <a href="mailto:Nicholas.kor@state.mn.us">Nicholas.kor@state.mn.us</a> P: (651) 539-1088</p>



## Work Plan and Budget

Phase 1: Set Direction + Vision			
<p><b>Timing:</b> November - December 2017</p> <p><b>Deliverables:</b> Kick-off meeting agenda; Workshop agenda, training material and workshop work sheets; detailed work plan</p> <p><b>Sign of Success:</b> Senior leaders and DNR staff are aligned on their vision for the strategic communications plan and the role of communications in helping DNR achieve its mission.</p>			
Step	Key Activities	DNR Contributions	Budget
Set Project Direction And Affirm Priorities	<ul style="list-style-type: none"> <li>- Kick off meeting with DNR</li> <li>- Review and affirm project calendar and deliverables, make changes as necessary</li> <li>- Set project calendar</li> </ul>	<ul style="list-style-type: none"> <li>- Identify project team and schedule bi-weekly project team meetings</li> <li>- Assign lead staff for coordinating details</li> <li>- Provide contact information and boundaries for working with admin, internal scheduling</li> </ul>	\$ 5,700 (38 consultant hours)  \$200 (Workshop meals, materials)
Review Culture + Structure Material	<ul style="list-style-type: none"> <li>- Review materials provided (org chart, news releases, human resources manuals, or other artifacts of culture)</li> <li>- Lead context conversation / meeting with project lead</li> </ul>	<ul style="list-style-type: none"> <li>- Provide DNR org chart</li> <li>- Project lead participate in 1 to 2 hour background conversation on history, culture</li> </ul>	
Conduct A Senior Leadership Vision Workshop To Level-Set Plan Goals And Set A Collective Vision	<ul style="list-style-type: none"> <li>- Develop workshop presentation and agenda, building from SDK Communications' "Stakeholder Analysis" and "Why Communications" trainings</li> <li>- Work with DNR staff to invite appropriate senior leadership</li> <li>- Organize materials and content for the day</li> <li>- Conduct 3 to 4-hour workshop (mix of presentation and team-based activities) for senior leadership</li> </ul>	<ul style="list-style-type: none"> <li>- Project lead and project team participate in at least one planning meeting to review agenda, goals</li> <li>- Organize DNR space (or we can host) and identify time on relevant calendars</li> </ul>	

Phase 2: Listen + Engage

Timing: January - March 2018

Deliverables: Survey, listening meeting agendas, interview questions and lists

Measure of Success: DNR's diverse stakeholder mix is heard from and can inform the strategic communications plan

Step	Key Activities	DNR Contributions	Budget
Develop + Deploy Stakeholder Survey	<ul style="list-style-type: none"> <li>- Understand the perspective of DNR's diverse stakeholder mix, and test messages and methods, through a SurveyMonkey survey</li> <li>- Develop survey questions</li> <li>- Work with DNR to understand the lists available and means of reaching stakeholders. And who is and isn't reached with this method.</li> <li>- Input survey questions and support DNR to deploy survey</li> </ul>	<ul style="list-style-type: none"> <li>- Identify lists available to deploy survey</li> <li>- Manage distribution of the survey to DNR constituencies</li> <li>- Provide input and review of survey questions, messages to test</li> </ul>	\$22,200 (148 consultant hours)
Develop + Lead Regional Listening Sessions	<ul style="list-style-type: none"> <li>- Create 2 hour meeting agenda and facilitation questions</li> <li>- Work with DNR to identify invitation lists and develop invitation copy</li> <li>- Conduct 4, 2-hour listening meetings at regions across MN</li> </ul>	<ul style="list-style-type: none"> <li>- Work with regional staff to identify regional hosts and invitation lists</li> <li>- Schedule listening meetings</li> <li>- Provide feedback on agenda and facilitation questions</li> </ul>	\$800 (Mileage to 4 sites, meeting food)
Conduct Interviews With Strategic Constituencies	<ul style="list-style-type: none"> <li>- Identify a recommended list of 15 – 20 stakeholders for potential interviews</li> <li>- Draft interview questionnaire</li> <li>- Conduct 10 – 12 confidential interviews with key DNR stakeholders</li> </ul>	<ul style="list-style-type: none"> <li>- Review stakeholder list and make recommendations.</li> <li>- Review interview questionnaire</li> </ul>	



### Phase 3: Reflect + Prioritize

**Timing:** March - April 2018

**Deliverables:** Summary of key themes and conclusions from listening work; Workshop training materials and presentation of key themes and conclusions from the listening work.

**Measures of Success:** Senior leadership and project staff are aligned on strategic communications priorities, and are equally grounded in context of public expectations and perceptions

Step	Key Activities	DNR Contributions	Budget
Aggregate + Analyze Listening Results	<ul style="list-style-type: none"> <li>- Review survey results for trends and preferences</li> <li>- Compare survey results against interview and listening session feedback</li> <li>- Organize key themes and resonant messages</li> </ul>	<ul style="list-style-type: none"> <li>- Provide feedback on organized themes and conclusions</li> </ul>	\$13,200 (88 consultant hours)
Conduct Senior Leadership Priority-Setting Workshop	<ul style="list-style-type: none"> <li>- Develop presentation of key themes and resonant messages</li> <li>- Conduct 3 to 4 hour workshop covering message prioritization, resonant messages, and priorities for the strategic communications plan</li> </ul>	<ul style="list-style-type: none"> <li>- Review and provide feedback on themes, messages and agenda</li> <li>- Provide logistical support for on-site needs (AV, rooms, etc.)</li> </ul>	\$200 (Workshop meals, materials)



**Phase 4: Final Plan Presentation + Recommendations**

Timing: April – May 18, 2018

Deliverables: Final strategic communications plan, presentation of strategic communications plan

Measures of Success: Senior leadership and project staff, as well as DNR stakeholders, see the final plan as accessible, functional and fairly reflective of the agency's vision and goals.

Step	Key Activities	DNR Contributions	Budget
Draft Strategic Communications Plan	<ul style="list-style-type: none"> <li>- Draft plan</li> <li>- Include components noted above</li> </ul>	<ul style="list-style-type: none"> <li>- Review and provide timely content feedback to 1 draft; provide timely feedback and changes for approval to draft 2</li> </ul>	\$12,000 (80 consulting hours)
Present Strategic Communications Plan to DNR	<ul style="list-style-type: none"> <li>- Develop presentation reflecting strategic communications plan content</li> <li>- Present the plan to the project team and senior leadership</li> </ul>	<ul style="list-style-type: none"> <li>- Provide feedback on presentation</li> <li>- Identify and schedule presentation location</li> </ul>	
Draft Implementation Plan	<ul style="list-style-type: none"> <li>- Implementation plan will include tactics and actions to support rolling out successful implementation</li> </ul>	<ul style="list-style-type: none"> <li>- Dedicate capacity to supporting roll-out</li> </ul>	
Provide Implementation Support	<ul style="list-style-type: none"> <li>- Draft materials to support implementation of Strategic Communications plan</li> </ul>	<ul style="list-style-type: none"> <li>- Dedicate capacity to reviewing materials, inserting content into publications, and the like</li> </ul>	TBD depending on plan.  Estimate: up to \$3,975 (26.5 consulting hours) / mo.



Project Management			
<p><u>Timing:</u> November 2017 to May 2018</p> <p><u>Deliverables:</u> Meeting agendas, attendance and follow up</p> <p><u>Measures of Success:</u> Senior leadership and project staff feel that the project includes ample time to connect with DNR culture and needs</p>			
Step	Key Activities	DNR Contributions	Budget
Pre-Meeting + Occasional Check In Meetings With Commissioner	<ul style="list-style-type: none"> <li>- S. Devitt and K. DeYoung listening conversation with Commissioner, L. Martinson, C. Niskanen</li> <li>- Two additional check-in meetings on project progress (3 total, Oct. 1 to Mar. 1)</li> </ul>	<ul style="list-style-type: none"> <li>- Identify and schedule times</li> <li>- Provide input on direction and context / background perspective that can increase project success</li> </ul>	\$16,350 (109 consulting hours)
Bi-Weekly Check-In Meetings With L. Martinson, C. Niskanen	<ul style="list-style-type: none"> <li>- Stephanie Devitt will travel to DNR for in-person conversations</li> <li>- Organize meeting agendas and/or relevant background information since the last check-in</li> </ul>	<ul style="list-style-type: none"> <li>- Provide input on direction and agency context to ensure the planning process meets DNR needs</li> </ul>	
Planning Process Communications Plan	<ul style="list-style-type: none"> <li>- Communications plan and recommended tactics for sharing the planning process with DNR staff and stakeholders</li> </ul>	<ul style="list-style-type: none"> <li>- Provide input on internal communications channels, common language, use, and context on project communications to date.</li> </ul>	



**MAD Project Number: 2018-079**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Department of Natural Resources

MAD Contact: Kristina Krull

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts – 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$45,260.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: 1/1/18 End Date: 8/31/18

Contract: 135112/11/22/17 JAJ Order: 3-125073 11/22/17  
Number/Date/Entry Initials Number/Date/Signatures  
[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]

This is an agreement between the Department of Natural Resources (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).



**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

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

Management Analysis and Development: Kristina Krull Requesting Agency: Marcia Honold

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 313 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The division will also invoice up to \$1,440.00 for postcard printing and mailing expenses incurred. The total amount the Division will invoice under this agreement shall not exceed \$45,260.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

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

**5. Effective Dates:**

This agreement is effective January 1, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until August 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Laurie Martinson. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. 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.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

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

**Approved:**

1. Requesting Agency	2. Management Analysis and Development
By: <i>Laurie Martinson</i>	By: <i>Renda E Rappa</i>
Title: <i>Director</i>	Title: <i>Business Manager</i>
Date: <i>11-27-17</i>	Date: <i>Nov 21, 2017</i>



**MANAGEMENT  
AND BUDGET**

MANAGEMENT ANALYSIS  
AND DEVELOPMENT

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# Proposal

Minnesota Department of Natural Resources—  
Employee Climate Survey  
November 15, 2017

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**Proposal prepared by:**

Kristina Krull  
651-259-3813  
[Kristina.Krull@state.mn.us](mailto:Kristina.Krull@state.mn.us)

Jake Granholm  
651-259-3823  
[Jake.Granholm@state.mn.us](mailto:Jake.Granholm@state.mn.us)

## **Acting Division Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

### **Address:**

203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

## Background

The Minnesota Department of Natural Resources (DNR) strives to be a workplace where all employees are respected and valued. The Culture of Respect (CORE) project team exists to assess DNR's workplace climate, identify problem areas, and build an Institutional culture of respect. In 2011, the team conducted focus groups and a survey using a sample of DNR employees. The CORE executive team called for a follow-up employee climate survey to all DNR employees in 2014 to measure the department's progress. In 2018 DNR employees will be surveyed again for this effort. Like the 2011 and 2014 surveys, the 2018 survey results will be used by the CORE project team to develop strategies to promote continuous improvement in a culture of respect.

DNR's Operations Services division requested that Management Analysis and Development (MAD) create a proposal for administering the 2018 survey of all DNR employees to assess the current workplace climate and the progress made since the 2014 survey (MAD also administered the 2014 survey).

## Products

MAD proposes to conduct an online survey of all DNR employees. MAD would analyze the survey results and would work with the CORE project team and CORE executive team to categorize the open-ended responses into meaningful themes. MAD would prepare a final report that summarizes the findings, and would plan and facilitate meetings with agency leaders to interpret the survey results.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be January 1, 2018 (or when the interagency agreement is signed) through August 31, 2018. If the interagency agreement is not signed by December 1, 2017, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Plan and administer online survey to 3,500-4,000 employees: <ul style="list-style-type: none"><li>• Finalize the project timeline with the client.</li><li>• Work with DNR to revise questions.</li><li>• Put survey into Snap and test survey.</li><li>• Administer online survey and reminders to all participants.</li><li>• Manage bounce-backs and answer participant questions.</li><li>• Coordinate postcard mailing to employees without state email addresses.</li></ul>	70
Analyze data and report results: <ul style="list-style-type: none"><li>• Analyze quantitative and qualitative data, including qualitative themes and quotes.</li><li>• Check in with client on qualitative response themes partway through analysis.</li></ul>	145

Activities	Hours
<ul style="list-style-type: none"> <li>Create agency-wide report with relevant crosstabs and time trends identified in consultation with the client.</li> <li>Clean qualitative data responses of identifying information and provide to client.</li> </ul> <p>MAD will assess the quantitative dataset to evaluate how much of it, once cleaned, could be shared with the client.</p>	
Plan and facilitate three meetings with agency leaders to interpret survey results; provide optional organizational development and implementation consulting as requested by the client.	50
<b>Subtotal</b>	<b>265</b>
Project management, including client communication (18%)	48
Estimated expenses: Postcard direct mailing to approximately 1,000 DNR employees without state email addresses	\$1,440
Postcards printed and mailed commercially by Metro Sales: <ul style="list-style-type: none"> <li>Mailing two sets of 1,000 postcards (survey invitation and reminder) = \$520.00 (\$260.00 x 2)</li> <li>Postage for bulk mailing: \$920.00 (\$460.00 X 2)</li> </ul>	
<b>Total hours</b>	<b>313</b>
<b>Total costs: (313 hours times \$140, plus \$1,440 in expenses)</b>	<b>\$45,260</b>

## Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) and Microsoft Word format.

## Clients and Consultants

The primary client contact would be Marcia Honold. There would also be a DNR survey project team. The MAD project lead would be Kristina Krull; Jake Granholm and other MAD consultants would also provide services to the client.

## Client Responsibilities

The client would:

- Provide MAD with an up-to-date list of survey participants (DNR employees) that includes respondent names, work locations, and email addresses;
- Provide work mailing addresses for the seasonal staff with no state email addresses;
- Contribute to revisions to survey language;



- Coordinate the timing and dissemination of survey communications with the Commissioner's office and the CORE Executive Steering Team;
- Review draft reports and provide feedback to MAD;
- Manage the logistics and schedule meetings with the CORE Executive Steering Team, Senior Managers and Operations Managers; and
- Conduct activities listed in the "Project Objectives" document (copy attached) for the 3-Year Employee Climate Survey as responsibilities of the project team, sponsor, project manager, etc.

## **Data Practices**

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

## **Billing and Cost Calculations**

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



Management  
Analysis  
& Development

**MAD Project Number: 2017-060**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agency: Department of Natural Resources – Parks and Trails Division

MAD Contact: Renda Rappa

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, Approp ID – G100085, Fund – 5200, Accounts - 670011

Agency: <u>R29</u>	Fiscal Year: <u>2017</u>	
Total Amount of Contract: \$210,020.00	Amount of Contract First FY: <u>210,020</u>	
Commodity Code: 023-19-000000	Commodity Code:	Commodity Code:
Object Code: <u>41190</u>	Object Code:	Object Code:
Amount: <u>210,020</u>	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <u>1000</u>	Fund:	Fund:
Appr ID: <u>R294001</u>	Appr ID:	Appr ID:
Financial Dept ID: <u>R2934791</u>	Financial Dept ID:	Financial Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: <u>210,020</u>	Amount:	Amount:

Processing Information: (Some entries may not apply.)

Begin Date: 10/01/16

End Date: 06/30/17

Contract: 116150  
Number/Date/Entry Initials

Order: 3-104026  
Number/Date/Signatures

Ap P Kane 10/6/16

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

This is an agreement between the Department of Natural Resources – Parks and Trails Division (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

The Division agrees that through its Master Contract with Lanterna Consulting Inc. it will sub-contract with Lanterna Consulting Inc. to provide strategic consulting identified in Exhibit A, which is attached and incorporated as part of this contract.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis & Development: Renda Rappa      Requesting Agency: Erika Rivers

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 962 hours at a rate of \$210.00 per hour for services provided by Lanterna Consulting Inc. and up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$210,020.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Effective Dates:**

This agreement is effective October 10, 2016, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**6. Requesting Agency's Authorized Agent:**

The Requesting Agency's authorized agent for the purposes of this agreement is Erika Rivers, Director. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**7. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16B.04, subd. 2(4); 16B.36; 16B.48, subd. 2(7); and 471.59, the Division is authorized to enter into this agreement.

**8. 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.


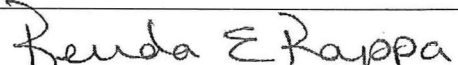
**9. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**10. Liability:**

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

**Approved:**

1. Requesting Agency	2. Management Analysis & Development
By: 	By: 
Title: Deputy Director	Title: Business Manager
Date: 10/7/2016	Date: Oct 6, 2016

ask  
10/6/16



## **GUIDING LEADERS AND TEAMS IN DISCOVERY AND ACHIEVEMENT**

185 Wedgewood Drive, Mahtomedi, MN 55115 | Phone 651.253.3220 |

hjohnson@lanternaconsulting.com | [www.lanternaconsulting.com](http://www.lanternaconsulting.com)

## **WORK AGREEMENT PROPOSAL**

SUBMITTED TO: Erika Rivers, Director, Parks and Trails

FROM: Holly Johnson, President, and Judy Plante, Principle Associate, Lanterna Consulting, Inc.,  
contracted through Management Analysis and Development

DATE: August 31, 2016

TARGET EFFECTIVE: October 1, 2016 or date of effective contract thereafter

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## **CONTEXT**

The current Minnesota DNR Parks and Trails Division was created in 2009 as a result of the integration of the Trails and Waterways Division with the Parks and Recreation Division. The primary strategic driver for the integration was an agency response to declining outdoor recreation trends and forecasts. The integration was focused on creating a more unified, systemic approach to outdoor recreation managed by the DNR.

Since the time of the integration, the organization has experienced budget constriction, consolidation of operations, numerous retirements, and changing assignments for many of its supervisors and managers. Disparities in field position classifications that resulted from the implementation of the integration have not been addressed and there are significant concerns regarding unresolved and potentially inequitable position allocations and pay. While considerable discussion has occurred at the Division Leadership Team (DLT) level to more fully live into the intention of the integration throughout the division, additional work is necessary to complete the integration at the district and unit levels for Parks and Trails staff.

Significant current and forecast pressures are prompting Parks and Trails to explore, analyze and adopt new modes of sustainable operations for outdoor recreation systems in Minnesota. Serious budget pressures are anticipated to continue and escalate. National trends in parks and other outdoor recreation indicate reduced funding despite increased usage and guest statistics. In addition, a carbon footprint reduction of 25% has been mandated and the current unemployment liability of \$2M must be significantly reduced. The compelling question for the work ahead is how can Parks and Trails adapt into a more sustainable operating norm while simultaneously achieving excellence in public services, maintaining a strong safety record, and adapting to ever changing Parks and Trails user demographics and demands?



# LANTERNA CONSULTING

## KEY AREAS OF WORK

The Division has requested Lanterna Consulting's assistance in three key areas of work:

1. Organizational Structure and Alignment
2. Geographic Staffing Model Development and Implementation
3. Position Equity and Streamlining

## OUR PROPOSED APPROACH AND METHOD

Given the above mentioned context, and with the benefit of an initial introductory conversation with Erika Rivers, Phil Leversedge, and Peter Hark, on August 1<sup>st</sup>, we recommend a coordinated approach to address each of the three key areas of work.

### 1. Organizational Structure and Alignment

The client requested assistance with two strategic processes.

**1.a. Visioning:** First is the articulation of a clear vision for the organization for the next ten years. Key questions for discussion may include:

- a. *What are we really after?*
- b. *What will Parks and Trails look like in 2025?*
- c. *How does the vision reflect and inform the 2025 System Plan?*
- d. *What are the driving goals that will shape the organization over the next 10 years?*
- e. *What kind of legacy will current Parks and Trails staff cultivate for the future?*
- f. *What principles will guide our actions moving forward?*
- g. *How do we optimally structure our organization geographically to best deliver services to our customers?*
- h. *How can we assure that the outdoor recreation systems managed by Minnesota DNR's Parks and Trails are sustainable for the long term future?*

To address this, Lanterna Consulting will:

1. Facilitate an initial full day visioning workshop in Q4 2016 with a large group (~20-30) of division leadership and key staff.
2. Communicate and provide engagement opportunities for staff to provide input on the visioning content developed at the workshop.
3. Gather and synthesize staff input into key themes for infusion back to the large group.
4. Work with division staff to infuse other key information gathered by staff such as customer feedback and data as an input into a second full day facilitated workshop reconvening the large group to refine the vision.
5. Assist the division leadership team in sharing the outcomes of the second workshop with the division and others once the refined vision content was vetted and finalized.





## **1. Organizational Structure and Alignment CONT.**

**1.b. Decision-making:** The second strategic process would address the decision making framework for the division.

To help clarify and improve decision-making, Lanterna will:

1. Work with a select group of leaders representing the central office, regions, divisions and units to develop a role and responsibility matrix and decision trees as appropriate through a series of facilitated full day workshops interspersed with interim homework. Estimated timing – begin fall or winter 2016 and continue through spring, 2017.

## **2. Geographic Staffing Model Development and Implementation**

There is a need to examine the optimum ways to deliver services given the high costs of labor, transportation costs, equipment costs and other factors in the currently fragmented and geographically dispersed system. Key questions for discussion may include:

- a. *What are best practices for managing operations over a geographic area?*
- b. *What would be a more equitably based way to manage system resources including parks, scenic areas, trails, and water access?*
- c. *What partnerships – within the DNR (Forestry, for example) – as well as with organizations external to the DNR - could help assure that important services such as lawn mowing and trash removal can be provided with minimal cost, acceptable quality, and with high reliability?*

To answer these questions, Lanterna will:

1. Conduct a situation analysis to review and assess the current situation including use of existing relevant system planning data
2. Identify possible alternative service delivery configurations for discussion with staff and stakeholders
3. Consult with stakeholder representatives
4. Work with Parks and Trails staff to develop a pilot project plan for testing the configuration(s)
5. Provide project management to the pilot project effort
6. Work with DNR communications staff on messaging and feedback, both internal and external
7. Evaluate the pilot results
8. Plan for service model expansion to other geographic locations



### **3. Staff Position Equity and Streamlining**

The integration of the previous two divisions into Parks and Trails Division brought together two different "tracks" of employees. The legacy job classifications as well as the additional job assignments since the integration have resulted in inequities in pay and job levels, particularly at field staff levels. There is a real need to do a complete review and rationalization of staff positions across the division to improve equity, talent retention, and overall staff morale.

To address this, Lanterna Consulting will:

1. Work with DNR Human Resources to establish a plan for review of the impacted positions
2. Review existing division and agency materials on position requirements
3. Review position requirements and descriptions in alignment with integration and system planning objectives
4. Convene a working group from within the division to provide needed information for the HR classification review
5. Provide project management to the process
6. Provide information to managers and supervisors on the process

The goal of this key work is a flexible, equitable system of classification that assure employees are accurately classified and adequately compensated commensurate to their assignments.

## PROPOSED TIMELINES FOR WORK STREAMS

### Fall 2016

#### Work Area #1: VISIONING (1.A.)

Conduct visioning exercise with leadership.  
Provide staff input and engagement opportunity.

*Holly lead; Judy assist.*

### Winter 2017

Gather and synthesize feedback on draft visioning content  
Reconvene visioning team and review input.  
Refine and vet for CMO approval  
Communicate vetted, finalized vision

### Spring 2017

### Summer 2017

#### Work Area #3: STAFFING

Conduct initial material review for staffing and positions.  
Meet with DNR HR to determine plan for review. Establish working group.

*Judy lead.*

Select classifications. Confirm requirements for each position level.  
Develop roll out plan.

Roll out to regional, division and unit levels.  
Commence review of positions.

Continue position reviews until completed.

#### Work Area #2: GEOGRAPHIC

##### MODEL

Assess current model. Develop key factors.  
Conduct best practices review.  
Develop alternatives. Review with stakeholders. Develop recommendations.

*Holly lead.*

Identify pilot project location(s) and parameters.  
Work with DLT/region(s) to develop plan for implementation.

## WORK STREAMS – FLEXIBLE TIMELINE

Fall 2016

Winter 2017

Spring 2017

Summer 2017

### Work Area #1: DECISION-MAKING / ROLE AND RESPONSIBILITY CLARIFICATION (1.B.)

◆ *Flexible Timing / TBD*

Convene small working group for facilitated workshop series to develop draft approach.

Rollout to division leadership, managers and supervisors for review and comment.

Finalize and implement.

*Judy lead; Holly assist.*

## KEY ASSUMPTIONS

- Assumes that work will begin as soon as a FY2017 agreement is executed and will be effective through June 30, 2017. Flexibility to adjust contract scope, timeline and budget as initiative progresses.
- The consultants for this project will be Holly Johnson and Judy Plante of Lanterna Consulting, Inc. contracted through Management Analysis and Development.
- The client will provide administrative support for interview and meeting scheduling, meeting space and materials such as a projector and flip chart paper/stands for the project.
- Assumes timely access to, and collaboration with, the client and any other key resources where necessary to optimize value of consulting services and support.

**WORK ACTIVITIES, DELIVERABLES & ESTIMATES**

Key Work Streams	Estimates
<b>1.A. Organizational Visioning</b> <ol style="list-style-type: none"> <li>1. Design, prepare, facilitate and document one full day workshop with division representatives</li> <li>2. Develop staff input process (ranging from a survey, to a script for self facilitated discussions, to facilitated discussions by region with travel time)</li> <li>3. Compile themes</li> <li>4. Incorporate additional material</li> <li>5. Design and facilitate workshop #2</li> <li>6. Guide communications sharing visioning result</li> </ol>	<ul style="list-style-type: none"> <li>▪ Total consultant hours: 164 low to 254 high</li> <li>▪ Holly – lead/Judy - assist</li> </ul>
<b>1.B. Decision-Making / Role &amp; Responsibility Clarification</b> <ol style="list-style-type: none"> <li>1. Design, facilitate and document 4 full day sessions (or equivalent).</li> </ol>	<ul style="list-style-type: none"> <li>▪ Total consultant hours: 90</li> <li>▪ Judy – lead/Holly - assist</li> </ul>
<b>2. Geographic Modeling &amp; Pilot Design</b> <ol style="list-style-type: none"> <li>1. Assess current model, develop key factors.</li> <li>2. Conduct best practices review.</li> <li>3. Develop alternatives.</li> <li>4. Review with stakeholders, and develop recommendations.</li> <li>5. Identify pilot project locations and parameters.</li> <li>6. Work with DLT/regions to develop plan for implementation.</li> </ol>	<ul style="list-style-type: none"> <li>▪ Total consultant hours: 100 low to 180 high</li> <li>▪ Holly</li> </ul>
<b>3. Staffing – Position Equity &amp; Streamlining</b> <ol style="list-style-type: none"> <li>1. Conduct initial material review for staffing and positions.</li> <li>2. Establish plan for implementation with DNR HR. Establish working group.</li> <li>3. Assist working group in selection of classifications, confirming requirements for each position level, and developing roll out plan. Anticipate 1 – 2 facilitated meetings monthly, 3 hours each. Project management.</li> <li>4. Design roll out process. Guide work group in communication to regional, division and unit levels.</li> <li>5. Provide project management for review of positions. Continue positions reviews until completed.</li> <li>6. Meet monthly with HR and team to maintain focus and assess progress. 15 hours/month, April – June</li> </ol>	<ul style="list-style-type: none"> <li>▪ Total consultant hours: 179 low to 410 high</li> <li>▪ Judy</li> </ul>



# LANTERNA CONSULTING

<b>4. Integrated Work Streams Management &amp; Coordination</b>  1. Monthly one hour planning and coordination meetings with overall executive sponsors and consultant team. Includes preparation and follow-ups. Anticipated 9 monthly meetings, 1 hour each.	<ul style="list-style-type: none"><li>▪ Total consultant hours: 72</li><li>▪ Holly and Judy</li></ul>
<b>Total Cost</b>	<b>\$210,000*</b>

*\* Total encumbered includes MAD administrative fee*

*Note: Additional sessions/work can be scoped and estimated at an hourly rate of \$210.*

## BUDGET

The total hours approved for this contract may be flexibly allocated across the four major work streams based upon actual needs and utilization rates. The monthly planning meetings will include an opportunity for ongoing budget monitoring and adaption throughout the agreement. The client will not be billed for any hours in excess of this contract without pre-agreed amendment. If hours required for this contract work are fewer than this estimate, the client will only be billed for actual hours worked. Should the scope of the project expand after the work is begun, an agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

## CONTRACT SUMMARY

- ☑ **Focus:** Organizational assessment, alignment and development for the DNR Parks & Trails Division through three key areas of work:
  - Organizational Structure and Alignment
    - Visioning
    - Decision-making
  - Geographic Staffing Model Development and Implementation
  - Position Equity and Streamlining
  - Plus: Integrated Work Stream Management & Coordination
- ☑ **Duration:** 9 months / October 1, 2016 through June 30, 2017
- ☑ **Total encumbrance budget:** \$210,000 budget
  - Consulting services @ \$210/hr
  - MAD Administrative fee
- ☑ **Consultant Team:** Holly Johnson and Judy Plante, Lanterna Consulting Inc.
- ☑ **Primary Client:** Erika Rivers, Director, DNR Parks and Trails Division





## CONSULTANT TEAM

### PROFILES & EXPERIENCE

Lantern Consulting recommends Holly Johnson and Judy Plante for this engagement. Please see the following profiles and experience for more information on the consulting team:

**Holly Johnson** is founder and President of Lantern Consulting Inc. Holly brings to her clients the benefits gained from more than 25 years of experience in public and private sector organizations. In addition to many years of facilitation experience, her areas of expertise include leadership team and advisory body formation and development, strategic assessment and planning, organizational design and effectiveness, program/project management, process review and redesign, and merger/acquisition integration. She has been engaged by clients for a wide range of challenges and growth opportunities.

A highly effective facilitator and management consultant, she collaborates with individuals, teams and organizations to identify and design desired change as well as create and manage major initiatives to successfully transform plans into results. She has worked with a number of leaders and teams to assess and manage organizations in times of significant change and transition. She has a deep interest in building stronger teams, organizations and communities.

Prior to founding her firm in 2002, Holly worked as a senior consultant for Renaissance Worldwide and Pareo, Inc. She began her career in the corporate offices of Lutheran Brotherhood (now Thrivent Financial), where she held positions in marketing, field leadership development and corporate social responsibility. Holly holds BA degrees in Business Administration and Economics from Augustana University in Sioux Falls, South Dakota and an MBA from the Fuqua School of Business, Duke University in Durham, North Carolina.



**Judy Plante**, Principle Associate, has been a successful facilitator, organizational development consultant, teacher and advisor to managers and executives in the public and nonprofit arenas for over 30 years. She joined Lanterna Consulting Inc. in 2016.

She is a former Assistant Commissioner for Human Resources and Employee Benefits for the State of Minnesota, responsible for the systems and policies supporting Minnesota's 35,000 employees. Prior to that, Judy served as Senior Consultant, and then Director, of the Management Analysis and Development Division (MAD), which offers consulting services to all Minnesota public sector entities. Her work at MAD included leading multi agency and cross jurisdictional efforts to address difficult and long standing societal problems; identifying and launching Results-Based Accountability™ (also known as RBA), a shared measurement framework for all state government cabinet agencies; creation of the State's Emerging Leaders Institute (ELI); and providing transition office turnkey operations for incoming Governors.

She has logged thousands of facilitation hours, designing highly effective events to help groups large and small resolve their issues, design programs, plan their future actions, prepare for anticipated changes and respond to the unanticipated. She has also trained hundreds of state and county employees on the RBA framework, as well as leadership and supervisory skills. She is a highly valued coach, mentor and advisor to senior leaders.

#### **COMBINED EXPERIENCE INCLUDES**

- State Departments in Minnesota, Kentucky, South Dakota and Virginia
- Health and Medical Devices
- Senior Health Care and Housing
- Clinical and Academic Counseling
- Brokerage and Investments
- Manufacturing and Distribution
- Faith Based Organizations
- Family Businesses
- Financial Services
- Education
- Health Care
- Municipalities
- National Councils
- Non-profits

**CLIENT REFERENCES PROVIDED UPON REQUEST**



# Purchase Order



## Natural Resources Department PAT Central Office

### Dispatched

### Phone Dispatch

<b>Purchase Order</b> R2901-3000104026	<b>Date</b> 10/10/2016	<b>Revision</b>	<b>Page</b> 1 of 2
<b>Payment Terms</b> Net 0	<b>Freight Terms</b> FOB PAllow	<b>Ship Via</b> Ground	<b>Event ID</b>
<b>Buyer</b> April F Kane	<b>Phone</b> 651/259-5625	<b>Currency</b> USD	<b>Agency Reference</b> IAK MAD 2017-060

**Vendor:**  
G100000000  
MINNESOTA MANAGEMENT &  
BUDGET  
400 CENTENNIAL OFFICE BLDG  
658 CEDAR ST  
ST PAUL MN 55155  
United States

**Ship To:**  
DNR PAT ST PAUL  
500 LAFAYETTE RD  
ST PAUL MN 55155-4039  
United States

**Attention:**  
Not Specified

**Bill To:**  
DNR PAT ST PAUL  
500 LAFAYETTE RD  
ST PAUL MN 55155-4039  
United States

Tax Exempt?		Tax Exempt ID:		Replenishment Option: Standard			
Line - Sch	Item/Description Mfg Itm ID	Manufacturer Name	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	FY17 Management Analysis and Development project #2015-130. Requestor is Carol and Erika R. Also contract management. Consulting Services. Subcontracted to Lanterna Consulting		1.0000	DO	210020.0000 0	210020.00	10/10/2016

DIST: 1

#### Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	210020.000

GLUnit	Account	Fund	Dept	Budget Yr
MN001	411901	1000	R2934791	2017

#### Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
210020.000	USD	USD	R294000221	N

Contract ID: 00000000000000000000116150

Contract Line: 1

Schedule Total 210020.00

Item Total 210020.00

Total PO Amount 210020.00

Issuer certifies that funds have been encumbered and appropriate approvals have been obtained.

Unauthorized



# Purchase Order



## Natural Resources Department PAT Central Office

### Dispatched

### Phone Dispatch

<b>Purchase Order</b> R2901-3000104026	<b>Date</b> 10/10/2016	<b>Revision</b>	<b>Page</b> 2 of 2
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**Vendor:**

G100000000  
MINNESOTA MANAGEMENT &  
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658 CEDAR ST  
ST PAUL MN 55155  
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**Ship To:**

DNR PAT ST PAUL  
500 LAFAYETTE RD  
ST PAUL MN 55155-4039  
United States

**Attention:**

Not Specified

**Bill To:**

DNR PAT ST PAUL  
500 LAFAYETTE RD  
ST PAUL MN 55155-4039  
United States

Tax Exempt?		Tax Exempt ID:		Replenishment Option: Standard			
Line - Sch	Item/Description Mfg Itm ID	Manufacturer Name	Quantity	UOM	PO Price	Extended Amt	Due Date
<p>1. Show the purchase order number on invoice and all tags, packages and correspondence.</p> <p>2. This purchase order incorporates by reference all terms, conditions and specifications of the Contract, the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First, this P.O., second the contract, third the RFP/RFB, and fourth the vendor's response.</p> <p>3. All deliveries hereunder shall comply with all applicable State of Minnesota and Federal laws.</p> <p>4. Invoicing must match line items on the purchased order.</p> <p>5. DO NOT CHARGE SALES TAX unless otherwise instructed to do so on this purchase Order or the solicitation document. State agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers.</p> <p>6. Payment terms are Net 30 unless a discount is offered for early payment.</p>							

Issuer certifies that funds have been encumbered  
and appropriate approvals have been obtained.

Unauthorized

## Rushenberg, Carol J (DNR)

---

**From:** Leversedge, Phil G (DNR)  
**Sent:** Thursday, October 06, 2016 4:24 PM  
**To:** Rushenberg, Carol J (DNR)  
**Cc:** Erickson-Eastwood, Linda (DNR)  
**Subject:** FW: MAD Interagency Agreement  
**Attachments:** 20161006152959285.pdf

*April,  
Please encumber  
the attached and  
return to me.  
Carl*

Hi Carol,

You weren't copied on this and Linda is out, so I'm sending your way to we can get the money for this agreement encumbered per the BOW discussion yesterday.

Thanks.

Phil

-----Original Message-----

**From:** Rappa, Renda (MMB)  
**Sent:** Thursday, October 06, 2016 4:10 PM  
**To:** Erickson-Eastwood, Linda (DNR) <linda.erickson-eastwood@state.mn.us>; Leversedge, Phil G (DNR) <phil.leversedge@state.mn.us>  
**Cc:** Holly Johnson (hjohnson@lanternaconsulting.com) <hjohnson@lanternaconsulting.com>  
**Subject:** FW: MAD Interagency Agreement

Sorry, I forgot to copy you on the original email. Please see below, let me know if you have any questions/concerns. Thanks!

-----Original Message-----

**From:** Rappa, Renda (MMB)  
**Sent:** Thursday, October 06, 2016 3:53 PM  
**To:** Rivers, Erika (DNR) <erika.rivers@state.mn.us>  
**Cc:** Holly Johnson (hjohnson@lanternaconsulting.com) <hjohnson@lanternaconsulting.com>; Rappa, Renda (MMB) <renda.rappa@state.mn.us>  
**Subject:** MAD Interagency Agreement

Good afternoon,

Thank you for selecting Management Analysis & Development to provide consulting services to the Department of Natural Resources. Our work with your office will begin as noted on the start date of the attached interagency agreement.

Attached you will find one original of the interagency agreement for this project. To execute the agreement, please do the following:

- ☒ Make one copy of the attached interagency agreement. The copy you've made and the attached will act as your two originals.
- Have funds encumbered and the accounting block on the front page of both originals completed and signed.
- Have the appropriate authorized representative from your agency sign the third page of both originals.



- Return one original to: Minnesota Management & Budget  
Management Analysis & Development  
50 Sherburne Avenue, Room 203  
St. Paul, MN 55155  
Attn: Renda Rappa, Business Manager

Note to Accounting Staff: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011. MAD Interagency Vendor ID G100000000, Location 001.

Please contact me or Holly with any questions/concerns. Thank you.

Comprehensive Service Level Agreement (SLA) for Services  
provided to Minnesota Department of Natural Resources  
July 1, 2017

## Section 1: General Terms Regarding Services delivered to the Department of Natural Resources

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# Service Agreement – General Terms

## Introduction

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The aim of this Agreement is to provide a basis for close cooperation between Minnesota IT Services (MNIT) and Agency, for support services to be provided by MNIT to the Agency, thereby ensuring that timely, cost effective and efficient support services are available to Agency end users.

The complete agreement consists of three parts:

1. Service Agreement: General Terms
2. Service Agreement: Projects and Services
3. Service Agreement: Performance Metrics

The primary objective of this document is to define the service delivery items that will govern the relationship between MNIT and the Agency. This SLA documents the required business facing information technology (IT) services that support the existing Agency business processes at the existing service levels.

This SLA, and all supporting documents which are incorporated herein by reference, supersedes in its entirety any previous agreements between MNIT and the Agency relating to Laws of Minnesota 2011, First Special Session chapter 10, article 4 (the IT Consolidation Act). This SLA is authorized by and implements the requirements set forth in the IT Consolidation Act.

For purposes of this SLA, “information technology” is defined as the acquisition, storage, communication, and processing of information by computers, telecommunications, applications and other software. This includes, but is not limited to business data, voice, images, and video. IT provides agency with business process automation, productivity tools and information delivery services to help execute the business strategy. Specific components of IT include, but are not limited to: enterprise and agency-specific (unique) applications (business application software and related technical support services), system software, networks, databases, telecommunications, data centers, mainframes, servers, desktops and monitors/laptops/mobile computing devices, output devices such as printers, electronic mail, office systems, reporting, and other standard software tools, helpdesk, upgrades, security and IT service continuity, and maintenance and support of these systems.

The success of this SLA and the cooperative relationship created is dependent on each party understanding and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

## Objectives of Service Level Agreements

---

- To create an environment that is conducive to a cooperative relationship between MNIT and the Agency to ensure the effective support of end users who conduct state government business.



- To document the responsibilities of all parties taking part in the Agreement.
- To ensure that the Agency achieves the provision of a high quality of service for end users with the support of MNIT.
- To define the start of the Agreement and the process for reviewing it.
- To define in detail the services to be delivered by MNIT and the level of service and anticipated costs that can be expected by the Agency, thereby reducing the risk of misunderstandings.
- To provide a common understanding of service requirements/capabilities and the principals involved in the measurement of service levels/objectives.
- To provide the parties to the SLA a single, easily referenced document that addresses the objectives as listed above.

## **Review Process**

---

This Agreement will be reviewed no less frequently than every two years on a mutually agreed upon date, by the Agency and MNIT. The two year review will cover the legal portion of the SLA. To the extent reasonably necessary to meet the business needs of the Agency, the parties to this SLA agree to use best efforts to amend the SLA to change and update the Agreement to reflect the Agency's business needs.

## **Common Partnership**

---

MNIT and the Agency will establish a cooperative relationship to achieve efficiencies and improve the delivery of technology services.

MNIT and the Agency will work collaboratively to meet the State's strategic direction and business needs. MNIT and the Agency agree to all terms, including as follows:

- In conjunction with state agencies and others stakeholders, MNIT will establish and maintain a formal governance process (Minnesota IT Governance Framework) that includes agency business participation and incorporates agency input into overall IT strategy and direction.

- All Agency IT employees are MNIT employees and report to the MNIT Chief Business Technology Officer (CBTO) assigned to the agency.
- MNIT's oversight authority includes, but is not limited to, IT planning activities, IT budget management, purchasing, policy development, policy implementation, and direction of MNIT employees. MNIT's oversight authority does not extend to the non-IT portions of the Agency's business operations.
- Pursuant to Minnesota Statutes section 16E.016, MNIT has the responsibility for provisioning, improvement, and development of all Agency IT systems and services as directed and delegated by MNIT to the Agency CBTO. In performing these duties, MNIT will take into consideration all of the Agency's concerns and requests, as reasonably required to address the Agency's business needs.

## **MNIT Services Roles and Responsibilities**

---

MNIT in combination with the Agency will work together to assure the best interest of the State and the Agency it supports.

MNIT is responsible for:

- Managing all IT strategic planning and establishing the State's IT direction in the form of policies, standards, guidelines and directives.
- Developing and determining delivery strategies for all executive branch state agency IT activity and services consistent with the IT governance.
- Managing IT resource deployment at the executive branch level based on strategic planning, service delivery strategies, Agency and executive branch business needs and legal restrictions and requirements on IT resources and IT resource funding.

- Performing human resources services for MNIT employees. MNIT Human Resources (HR) has authority with regard to IT related employment including, but not limited to, transactions, classification, compensation, staffing, labor relations, unemployment, workforce planning, recruitment, training, safety and investigations.
- Determining responsibility, role, and compensation for the Agency-based CBTO; creating a position description, completing performance appraisals of the Agency-based CBTO and implementing performance-related measures including performance management, in consultation with the Agency.
- Implementing and maintaining appropriate IT internal controls for all IT-related business. Additionally, setting information security policies and standards and overseeing the security of the State's executive branch information and telecommunications technology systems and services. MNIT is not responsible for maintaining internal controls for Agency non-IT related business.
- Developing and maintaining plans and procedures for the recovery of the State's executive branch critical information and telecommunications technology systems and services in case of system or service failure. MNIT will collaborate with executive branch state agencies to develop recovery strategies consistent with business priorities and timelines. MNIT will coordinate response and recovery activities with executive branch state agencies during a continuity incident, emergency or disaster. MNIT will also collaborate with executive branch state agencies on training, testing, and exercise activities to determine and improve the effectiveness of continuity plans and procedures.
- MNIT, through the CBTO, will work in good faith with the Agency Partner to comply with all applicable state and federal laws, rules and regulations that the agency identifies. MNIT will work with Agency to comply with the additional Agency-specific legal and/or regulatory, safety and security requirements and state standards. If the Agency is not currently in compliance then additional resources may be required to bring the Agency into compliance.
- Provide timely, accurate invoices to the Agency.

## **The Agency Roles and Responsibilities**

---

In matters related to this SLA, the Agency is responsible for the following:

- Ensuring the CBTO is in a role within the Agency that directly communicates with the Commissioner, Deputy Commissioner, or equivalent.
- Including the CBTO as a regular attendee of Agency leadership team meetings to provide IT-related reports and works in partnership to ensure that the MNIT IT strategy supports the business needs of the Agency.
- Providing input to the State CIO on performance appraisals and performance management for the CBTO.

- Working with MNIT to perform a portion of the other administrative services and will partner with MNIT on the legislative functions, as needed and agreed upon by the parties to this SLA. (Specific services will be added to the local services section of this document.)
- Working in good faith with MNIT and the CBTO to comply with all applicable state and federal laws, rules, standards and regulations. If the Agency is not currently in compliance then additional resources may be required to bring the Agency into compliance.
- Process and pay in a timely manner all invoices to MNIT.
- Working with MNIT and the CBTO to adhere to the policies and procedures for requesting IT services, processes, tools, procedures and participating in IT project management methodologies.
- The Agency will collaborate with MNIT on MNIT's Asset Management and Inventory.
- The Agency is responsible for determining and communicating new service requirements to the CBTO based on program needs, including, but not limited to, changes in service volumes and IT projects, identifying funds for new services, and initiating a change to this SLA and/or the IT Budget, as prescribed by the SLA and this Section.
- The Agency will work with CBTO in providing necessary financial accounting services and purchasing for the Agency, providing regular financial reporting sufficient to plan, manage and commit funding for Agency IT services, as well as fiscal operations and functions related to the CBTO and MNIT employees.
- Developing and maintaining a continuity of operations plan and procedures that include the Agency's business priorities and timelines and critical information and telecommunications technology system and service needs during a continuity incident, emergency, or disaster. The Agency will collaborate with MNIT to develop recovery strategies for critical systems and services needed to support business services. The Agency will coordinate response and recovery activities with MNIT during a continuity incident, emergency or disaster. The Agency will also collaborate with MNIT on training, testing, and exercise activities to determine and improve the effectiveness of continuity plans and procedures.
- Provide oversight, leadership, and direction for Agency information services investments and services by identifying, developing, and executing IT projects and ongoing operations.

## **The Chief Business Technology Officer Roles and Responsibilities**

---

The CBTO represents MNIT at the Agency and has delegated oversight over all Agency-based MNIT resources, employees and also reports to MNIT. The CBTO is responsible for maintaining a strong and collaborative partnership with the agency. The CBTO has the authority and responsibility to:

- Hire and manage MNIT employees, in coordination with MNIT Human Resources.

- Represent the Agency's strategic IT direction, planning, business needs and priorities to MNIT.
- Assure that the Agency implements all MNIT IT policies, standards, guidelines, direction, strategies, and decisions in keeping within resource and budget constraints.
- Report directly to and be held accountable by MNIT for IT operational direction including, but not limited to, IT-related planning activities, purchasing, security, policy implementation and management of MNIT employees.
- The CBTO has the authority and responsibility to manage the Agency IT Budget, including the determination of service delivery strategies – adhering to applicable laws, and in consultation with the Agency.

## Data Handling Roles and Responsibilities

---

- The electronic agency partner's data that is housed on MNIT managed technology belongs to the agency partner and is subject to the agency partner's direction and control. MNIT is the custodian of the agency partner's electronic data. However, the State Chief Information Officer is not the responsible authority under the Data Practices Act for the agency's data that resides on MNIT managed technology equipment.
- Should MNIT receive a data request for agency data, MNIT will not produce the requested data. Instead, MNIT will alert the agency partner that a data request has been received.
- MNIT will respond to requests for MNIT data. Agency partners will alert MNIT that a data request has been received. Agency partners will not produce MNIT data as part of a data request.
- Should a request include agency data and MNIT data, MNIT and the agency partner will work together to appropriately respond to the request.
- Minnesota Statutes, Chapter 16E, requires the agency partner to share data, including not public agency data, with MNIT as necessary for MNIT to provide IT services and equipment to the agency. Sharing data as required by Chapter 16E, and in the manner prescribed in the Data Practices Act, does not affect the classification of any not public data shared with MNIT and is not intended to waive any privileges afforded to not public data under applicable law.
- In accordance with the Data Practices Act, MNIT will only access and use not public agency data that it is the custodian of in relation to a work assignment or project.
- Should MNIT or the agency partner become aware of a known or suspected security incident or potential breach of an Agency's data, each will promptly notify the other. MNIT will work to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency, which may require additional resources. The agency partner will be responsible for complying with the



notice and regulatory requirements under Minnesota Statutes Chapter 13 and other applicable state and federal laws, rules and regulations for any breaches of agency data.

## Budget Scope

---

Agencies will budget for IT-related expenses in a collaborative process with the CBTO. Enterprise rate-based services and agency-based services provided by the CBTO will be billed directly to agencies.

MNIT will direct and delegate authority for agency-based service delivery to the CBTO, who will work with the Agency CFO to develop MNIT agency budgets for service optimization projects across the executive branch of government. MNIT will determine appropriate accounting processes to support agency payment of all MNIT bills, including but not limited to pre-defined budgets and agency-expenditure tracking requirements. The Agency and CBTO in collaboration ensure that all IT-related expenditures are accounted for, including but not limited to: MNIT employee expenses (salary, benefits, and other costs of employment), hardware, software, supplies, training, and administrative costs (all demarcated in governance-approved supporting documents, such as the "In/Out list"). The CBTO or his/her delegate approves all expenditures.

The Agency agrees to strive for smooth business interfaces with MNIT in regards to IT expenditures, billing, and timely bill payment. MNIT and Agency financial staff will collaborate on developing mutually agreeable terms for reporting expenses associated with specific Agency program areas.

## Acceptance

---

In the Information Technology Consolidation Act, the Minnesota Legislature required the Chief Information Officer to enter into a service level agreement governing the provision of Information Technology systems and services, assets, and personnel, with each state agency. STATE GOVERNMENT, INNOVATIONS AND VETERANS OMNIBUS BILL, 2011 Minn. Session Law Serv. 1st Special Session, Ch. 10, Art. 4 (S.F. 12).

For the departments, agencies, offices, councils, boards, commissions and other entities in the executive branch of Minnesota State government that are subject to IT Consolidation, the use of MNIT Services is required by the State Legislature, and a Service Level Agreement is a required part of that process.

Because a Service Level Agreement is required by the Legislature, an agency's use of the Information Technology services provided by MNIT constitutes acceptance by both parties of all terms in this Service Level Agreement. MNIT recognizes that providing Information Technology Services is most successfully done in close partnership with the Agency Partner, and encourages the Agency representative to memorialize that formal relationship by adding his or her signature to this document.

## **Dispute Management**

---

The parties agree to cooperate with each other in the performance of the duties and responsibilities under this SLA. Each party to this SLA will make every effort to avoid disputes by clearly documenting communication and engaging the applicable chain of command, as necessary. If the parties are unable to reach an agreement with respect to any dispute related to the services, terms and provisions of this SLA, the Agency's Primary Contact and the State's CIO will meet to determine further action.

## **Liability**

---

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions, including lack of funding, of that party or its agents, employees or representatives acting within the scope of their duties. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for any claim or suit when none would otherwise exist. This provision shall survive the termination of this Agreement.

## **Additional Provisions**

---

The terms of this SLA are not meant to supersede or violate any applicable bargaining unit contracts, state laws, or federal laws. If any provision of this SLA is determined to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this SLA shall remain in full force and effect.

## **Law to Govern**

---

This Agreement shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **Assignment**

---

Neither MNIT nor the Agency shall assign or transfer any rights or obligations under this SLA without the prior written consent of the other party. This provision must not be construed to limit MNIT's ability to use third party contractors or products to meet its obligations under this SLA.

## Section 2: Projects and Services delivered to the Department of Natural Resources

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## Service Agreement – Projects and Services

This section provides information related to the various projects and services provided to agencies. Further information on each project or service is available through the agency based CBTO or their designee.

### Projects

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#### Definitions:

- **Project:** a temporary endeavor undertaken to create a unique product, service or result. It has a start date, specific goals and conditions, defined responsibilities, a budget, a plan, and end date. Examples include but are not limited to, developing a new product or service, developing or acquiring a new or modified information system, upgrades, and releases.
- **IT Project:** an effort to acquire or produce information and telecommunications technology systems and services.
- **Total expected project cost:** direct staff costs, all supplemental contract staff and vendor costs, and costs of hardware and software development or purchase.

Projects can have multiple funding sources including:

- A specific legislative appropriation called a Biennial IT (BIT) project.
- A 2001 fund allocation known as an Odyssey Fund project.
- An internal agency budget allocation known as an Agency Funded project.

Each of these project types is documented in the MNIT Enterprise Project Management Office (ePMO) project and program management system. Projects documented in this fashion are incorporated by reference in this SLA. Documentation on each project is available through the agency based CBTO or their designee.



## Services

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There are 4 types of services available:

1. Enterprise Services
2. Shared Services
3. Center of Excellence Services
4. Local Services

**Enterprise Services** are standard services that all Executive Branch agencies are required to utilize to ensure consistency and business interoperability within government. Examples include: email and calendaring, phones, networks, servers, desktop/laptop computers and related support services. These services have biennial enterprise rates approved by MMB and are uniform across all agencies.

**Shared Services** are standard services that Executive Branch agencies may utilize to support their business operations. Alternatively, this type of service may also be provided on a single agency basis by MNIT @ Agency staff. Examples include: Database and Software As a Service (SAAS) Development and Support. These services have biennial enterprise rates approved by MMB and are uniform across all agencies that utilize the shared service.

**Center of Excellence Services** are services that Executive Branch agencies may utilize to support their business operations. Typically these services are provided by MNIT @ Agency staff to multiple agencies. Examples include: FileNet Document Management and Identity and Access Management (IAM) provided by MNIT @ DHS and used by a number of other agencies. These services have rates set by the service provider and approved by MMB and are uniform across all agencies that utilize the service.

**Local Services** are services that are provided by MNIT staff located at the customer agency and are provide to serve only that agency's business operations. Examples include: Application Support and Development, Application Management, Application Operations, Project Management Office Functions including Project Management, Business Analyst and Quality Assurance functions. These services are provided on a 'pass-through' basis for staff salaries and benefits and any IT purchases not covered by an Enterprise, Shared, or Center of Excellence Service.

A detailed description of each service, it's pricing and the delivery terms associated with that service may be found at:

Insert links here

Services documented in this fashion are incorporated by reference in this SLA.

## Delivered Services

### Enterprise Services Summary

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>Enterprise Software Bundle</u>	<p>Enterprise License</p> <ul style="list-style-type: none"> <li>• Microsoft Office 365: Word, Excel, PowerPoint, Outlook, OneNote, Access</li> <li>• SharePoint access license</li> <li>• Skype for Business</li> <li>• Security awareness training</li> <li>• Access oversight and audit               <ul style="list-style-type: none"> <li>○ Physical access to Data Centers and data</li> <li>○ Data access security monitoring</li> <li>○ Web filtering</li> </ul> </li> </ul>	Agency specific software packages	Fulltime Support staff for both online support and deskside support.	<p>Access to Foundational Services (Email, SharePoint and Skype) 24/7/365 from Microsoft</p> <p>Following hours of MNIT support.</p> <p>Email</p> <p>Tier 1 – M-F, 7AM to 5 PM.</p> <p>Tier 2 – Daily 24/7</p> <p>SharePoint and Skype</p> <p>M-F, 7AM-5PM</p>
	<p>Kiosk License</p> <p>Microsoft Office 365, Kiosk User Office Online</p> <p>SharePoint access license</p> <p>Security awareness training</p> <p>Access oversight and audit</p> <ul style="list-style-type: none"> <li>○ Physical access to Data Centers and data</li> <li>○ Data access security monitoring</li> </ul>			

Service	Included	NOT included	Delivery Method	Hours of Operation
<b><u>LAN</u></b>	Wired and wireless IP network connections within a location or campus	Wide area network (WAN) connections	MNIT owned and managed LAN devices	24x7
<b><u>Mobile Device Management</u></b>	<ul style="list-style-type: none"> <li>• Help with device enrollment</li> <li>• Working with agency partners to establish security standards, feature restrictions and application testing</li> <li>• Monitoring devices for compliance with agency partner rules and operating system requirements</li> <li>• Management of lost devices (wipe)</li> <li>• Establishing retirement parameters</li> <li>• Troubleshooting instructions and remote diagnostics</li> </ul>	<ul style="list-style-type: none"> <li>• Device procurement.</li> <li>• Initial setup is provided by agency partner or local MNIT Services Staff</li> <li>• End user training</li> <li>• Forced operating system updates.</li> <li>• Cell carrier management</li> <li>• Support for accessories</li> </ul>	<p>Level 1 – Service Desk</p> <p>Back office – Supported by MDM team.</p> <p>Additional service provided by @agency MNIT personnel if needed.</p>	M-F, 7AM – 5PM
<b><u>Telephone</u></b>	Telephone service using state IP services or contracted traditional services	Cellular Phones	Dial tone to telephone handset	24x7
<b><u>WAN</u></b>	IP Network Connection	Applications running on the network	Managed circuits and WAN devices	24x7

### Center of Excellence Services Summary

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>FileNet</u> <u>Electronic</u> <u>Document</u> <u>Management</u> <u>System (EDMS)</u>	Monthly user license	Data storage	Agency-specific web portal	High availability 24/7/365, excluding scheduled maintenance

## Local Services Summary

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>End User Services</u>	<ul style="list-style-type: none"> <li>• Networked computer workstation support</li> <li>• Shared drive administration</li> <li>• System access rights administration</li> <li>• Telephony support</li> <li>• Video conferencing training, consulting, and meeting support</li> </ul>	<ul style="list-style-type: none"> <li>• Personal computer backup</li> </ul>	<ul style="list-style-type: none"> <li>• Service desk</li> <li>• Scheduled, automated updates</li> <li>• In-person</li> </ul>	7:30 AM – 4:30 PM, Business days
<u>Hosting Services</u>	Comprehensive compute server and storage administration		Behind the scenes	7:30 AM – 4:30 PM, Business days
<u>Application Services</u>	Business Application Development and Deployment Infrastructure	Business Application Design, Development and Maintenance	Behind the scenes	7:30 AM – 4:30 PM, Business days
<u>Security Services</u>	Planning Monitoring Consulting	Remediation	Behind the scenes In-person	7:30 AM – 4:30 PM, Business days

<u>Service Desk/Desktop Support</u>	<ul style="list-style-type: none"><li>• “First call for Help” on personal computer hardware and software problems, and system access</li><li>• Personal computer deployments</li><li>• Mobile device troubleshooting and problem resolution</li></ul>	<ul style="list-style-type: none"><li>• Software use assistance</li></ul>	<ul style="list-style-type: none"><li>• Service desk</li><li>• In-person</li><li>• Remote support</li></ul>	7:00 AM – 4:30 PM, Business days
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<u>Leadership and Strategic Planning</u>	Equipment standards Statewide initiative support Pre-project planning IT Governance Portfolio Services	Project artifact development  Business analysis  Project management	In-person	7:30 AM – 4:30 PM, Business days
<u>GIS Support Services</u>	Infrastructure management Technical support Agency priority analysis projects	GIS Application Development	Behind the scenes  In-person  Remote support	7:30 AM – 4:30 PM, Business days
<u>Financial Services Development and Support (WIRES)</u>	Operation and Administration of WIRES system Version upgrades of Oracle e-Business Suite User interface customization Maintenance of DNR Financial Gateway		On-line	7:30 AM – 4:30 PM, Business days
<u>Web Services</u>	<ul style="list-style-type: none"> <li>• Hosting</li> <li>• Enterprise presentation design</li> <li>• Roles and responsibilities described in the documents: “Web Content Management” and “Homepage Content Management policies” Content development consulting</li> </ul>	<ul style="list-style-type: none"> <li>• Comprehensive content review and editing</li> <li>• Plain language remediation</li> <li>• Accessibility remediation</li> </ul>	<ul style="list-style-type: none"> <li>• On-line services</li> <li>• Direct customer engagement</li> </ul>	Website is monitored and supported 8:00 AM – 4:30 PM weekdays; extended hours weekdays, 6:00 AM to 10:00 PM, and weekends, 8:00 AM to 4:00 PM

	<ul style="list-style-type: none"><li>• Technical platform administration</li></ul>			
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**Revision Date 07/14/2017****Executive Summary**

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>End User Services</u>	<ul style="list-style-type: none"><li>• Networked computer workstation support</li><li>• Shared drive administration</li><li>• System access rights administration</li><li>• Telephony support</li><li>• Video conferencing training, consulting, and meeting support</li></ul>	<ul style="list-style-type: none"><li>• Personal computer backup</li></ul>	<ul style="list-style-type: none"><li>• Service desk</li><li>• Scheduled, automated updates</li><li>• In-person</li></ul>	7:30 AM – 4:30 PM, Business days

**Service Name: End User Services****Description**

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Administration of networked computer environment, including personal computer operating system and software updates and rights management. Video systems support. Telephony system support.

**What systems or services are supported?**

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- DNR personal computers
- Shared file systems
- Rights to all DNR business systems
- Phone service access
- Videoconferencing
- Network printer access

## What services are included?

---

- System-wide management of networked personal computer fleet, including virus protection, monitoring, updates, remote software installation, and inventory control.
- Administration of statewide file-sharing environment (network drives), and site-specific file servers (NAS devices)
- System access rights administration (including on-boarding/off-boarding support)
- Lost file restoration
- Software library administration
- Centralized print services administration
- Support for DNR-administered phone systems at selected regional and area offices
- Administration of DNR responsibilities in the state enterprise Voice Over IP (VOIP) system
- Videoconference system consulting on equipment and technical configuration standards
- Videoconference meeting/event advisement, troubleshooting, and support

## What services are NOT included?

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- Personal computer backup
- Funding for new branch office phone systems
- Funding for videoconferencing equipment

## How will the service be delivered?

---

- Service desk
- Scheduled, automated updates
- In-person support
- Remote support

## What are the hours of operation and how to get support?

---

Support Line Business Hours: 7:30 AM-4:30 PM

After Hours support: None

User requests are through the DNR IT Service Desk

## What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	<ul style="list-style-type: none"> <li>Mission critical system is unavailable</li> <li>Systemic problem affecting multiple users</li> <li>Regulatory deadline will be missed</li> </ul>	File access for critical business functions is lost  Virus infection  Videoconferencing system down	1 hour	1-4 business hours
Priority 2 High	<ul style="list-style-type: none"> <li>Customer heavily impacted and cannot perform responsibilities</li> </ul>	Key system rights inadvertently suspended  Phone system down  VOIP handset not functional	1 hour	Next business day, or as scheduled with customer
Priority 3 Med	<ul style="list-style-type: none"> <li>Customer moderately impacted and workarounds are available</li> </ul>	Voicemail account not available	1 hour	As scheduled with customer
Priority 4 Low	<ul style="list-style-type: none"> <li>Minor problem – nuisance issue not impacting productivity</li> </ul>		1 hour	As scheduled with customer
Routine	File restores (See attachment 1 for list of sites with this capability)		1 hour	2 business days

## What are the business responsibilities?

- All incidents/requests should be submitted to the IT Service Desk

## **When will regular maintenance be performed?**

---

- Non-business hours, evenings or weekends depending on staff availability and the expected duration of the outage

## **Change Management Process/Termination**

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- Change Advisory Board (CAB)



## Attachment 1: DNR Work Locations with Backup and Restore Capabilities

Finland
Hibbing Forestry
Lanesboro
Sibley Stonehouse Wildlife/Sibley Wild
Crookston Wildlife
Thief River Falls
Park Rapids Wildlife 1
Shakopee
Saint Paul Warner Road
Grand Rapids Region 2 HQ New
Camp Ripley
Hibbing Minerals 2
Lewiston Forestry
Duluth French River
Eveleth 1
Hinckley
Wannaska New
Warroad 1
Ortonville Fisheries 1
Deer River
Park Rapids Fisheries 1
Orr
Faribault-NEW
Littlefork Forestry
Mentor Prairie
Lac Qui Parle SP Residence
Hutchinson
Spicer Fisheries

Caledonia Forestry
Grand Rapids Res. Assmt.
Lac Qui Parle
Bemidji NW Region HQ New
Saint Paul River Bend
Sakatah Lake NAS
Hibbing LAM
Waterville Hatchery
Marshall
Bemidji Area Office
Rochester
Windom
Sauk Rapids
Little Falls
Carlos Avery
Brainerd Area Office
Lake City Area Office
Karlstad Wildlife
Baudette Area
Atkin Area Office
Detroit Lakes EWR
Roseau River WMA
Sandstone
Grand Rapids MIFC
Itasca State Park
Duluth Forestry
Cloquet
International Falls 1

Cambridge
Glenwood
Fergus Falls
Slayton
Lake City EWR (Mussel Research)
Mankato EWR
Nicolett Wildlife
Duluth EWR
Red Lake WMA - Norris Camp
Blackduck Forestry
Grand Marais
Bemidji EWR
Effie
Tower
Thief Lake WMA
Madelia Wildlife
Whitewater WMA
Detroit Lakes Multi Site
Lanesboro
Princeton

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Revision Date 7/14/2017

## Executive Summary

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>Hosting Services</u>	Comprehensive compute server and storage administration		Behind the scenes	7:30 AM – 4:30 PM, Business days

## Service Name: Hosting Services

### Description

---

Administration of hardware environment upon which all internally hosted business and web applications, storage, backup, and disaster recovery systems reside.

### What systems or services are supported?

---

- Internally hosted business applications
- Internally hosted web resources
- Shared storage (H, I, P, V drives)
- Field shared storage (NAS devices)
- Video surveillance and building badge access
- All centrally-administered computing support systems
- GIS operations
- Disaster recovery systems

### What services are included?

---

- Server administration
- Virtualization environment administration
- Storage administration

- Backup and recovery systems

## **What services are NOT included?**

---

- Externally hosted platform (PaaS) or software (SaaS) services

## **How will the service be delivered?**

---

- Behind the scenes

## **What are the hours of operation and how to get support?**

---

- 7:30 AM – 4:30 PM, Business days
- User requests are through the DNR IT Service Desk

---

## What will the response time be?

---

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	<ul style="list-style-type: none"><li>Business system unavailable</li></ul>	Timber Sales Module (TSM) unavailable  DNR Website down	1 hour	1-4 business hours
Priority 2 High	<ul style="list-style-type: none"><li>Business system shows highly degraded performance</li></ul>		1 hour	Next business day
Priority 3 Med	<ul style="list-style-type: none"><li>Business system shows moderately degraded performance</li></ul>		1 day	1-5 business days
Priority 4 Low	<ul style="list-style-type: none"><li>Business system shows intermittent performance problems</li></ul>		1 day	Best effort

---

## What are the business responsibilities?

---

- All incidents/requests should be submitted to the IT Service Desk
- Provide functional testing support during recovery efforts

---

## When will regular maintenance be performed?

---

- Non-business hours, evenings or weekends depending on staff availability and the expected duration of the outage
-

## **Change Management Process/Termination**

---

- Change Advisory Board (CAB)



## Revision Date 7/14/2017

### Executive Summary

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>Application Services</u>	Business Application Development and Deployment Infrastructure	Business Application Design, Development and Maintenance	Behind the scenes	7:30 AM – 4:30 PM, Business days

### Service Name: Application Services

#### Description

Maintenance and advancement of the software **infrastructure** that is integral to the development, deployment, and maintenance of business applications and web services.

#### What systems or services are supported?

- DNR Business Applications
- GIS applications
- Web services

#### What services are included?

- Maintain software infrastructure that business applications rely on
- Database software administration
- Software development “components” and libraries
- Defect tracking software
- Managed code repository
- Application development and deployment standards
- Web software administration
- GIS server software administration

- GIS database server administration
- Document management system administration
- Crystal reporting services administration

## **What services are NOT included?**

---

- Business and GIS application development (available under professional services arrangement)
- Web application development (available under professional services arrangement)

## **How will the service be delivered?**

---

- Behind the scenes

## **What are the hours of operation and how to get support?**

---

- 7:30 AM – 4:30 PM, Business days
- User requests are through the DNR IT Service Desk

---

## What will the response time be?

---

Response Level	Definition	Example	Response Target	Return to Service Target
Routine	Software-based application infrastructure failures diagnosed between 8:00 am and 4:30 pm on non-holiday weekdays		1 hour	4 hours
Routine	Software-based application infrastructure failures associated with Tier 1 business services during extended business hours (6AM-10PM)		1 hour	Best level of effort
Routine	Non-Tier 1, non-business hour application failures will be logged with resolution uncertain			Best level of effort

---

## What are the business responsibilities?

---

- All incidents/requests should be submitted to the IT Service Desk
- Provide functional testing support during recovery efforts

---

## When will regular maintenance be performed?

---

- Non-business hours, evenings or weekends depending on staff availability and the expected duration of the outage

## **Change Management Process/Termination**

---

- Change Advisory Board (CAB)

---

**Revision Date 07/14/2017****Executive Summary**

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>Security Services</u>	Planning Monitoring Consulting	Remediation	Behind the scenes In-person	7:30 AM – 4:30 PM, Business days

**Service Name: Security Services****Description**

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Organized continuous improvement of DNR security position to facilitate prioritization and adoption of enterprise security controls, and improvements to agency risk scorecard.

**What systems or services are supported?**

---

- DNR Business and GIS applications
- Web services
- Desktop computing
- Physical security controls

**What services are included?**

---

- Enterprise Security Policy and Controls compliance monitoring
- Security compliance planning
- Risk scorecard development
- Consulting to improve security position in agency-based service areas
- Security awareness training coordination
- Security vulnerability analysis

---

## What services are NOT included?

---

- Security vulnerability remediation

---

## How will the service be delivered?

---

- Behind the scenes
- In-person

---

## What are the hours of operation and how to get support?

---

- 7:30 AM-4:30 PM

---

## What will the response time be?

---

Not applicable

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## What are the business responsibilities?

---

- Participate in security awareness training
- Assist in setting remediation priorities
- Assist in evaluating threats
- Lead efforts to remediate vulnerabilities assigned to business leadership in state security policy and control documents

---

## When will regular maintenance be performed?

---

- Not applicable

## **Change Management Process/Termination**

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- Not applicable



**Revision Date 7/14/2017****Executive Summary**

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>Service Desk/Desktop Support</u>	<ul style="list-style-type: none"><li>• “First call for Help” on personal computer hardware and software problems, and system access</li><li>• Personal computer deployments</li><li>• Mobile device troubleshooting and problem resolution</li></ul>	<ul style="list-style-type: none"><li>• Software use assistance</li></ul>	<ul style="list-style-type: none"><li>• Service desk</li><li>• In-person</li><li>• Remote support</li></ul>	7:00 AM – 4:30 PM, Business days

**Service Name: Service Desk/Computer Support****Description**

“Break/fix” of employee personal computers, including incident lifecycle management, new computer set up, consulting on mobile device problems.

**What systems or services are supported?**

- Personal computers (devices with Windows and Mac operating systems)
- Mobile devices (tablets – all operating systems)

**What services are included?**

- Provide assistance, troubleshooting, and repair for day-to-day problems and scheduled projects,

including setting up PCs, laptops, and mobile devices. Loading and configuring new software, and setting up peripheral devices

- Provide advice and guidance on the use of DNR standard communications software and networked hardware (e.g., Outlook, Windows file-sharing, network printers)
- Perform diagnostic procedures, resolve problems, and document resolution
- Log, track and escalate customer problems and requests
- Broadcast information on system-wide problems, anticipated resolution, and planned downtime
- Provide computer tips and techniques, training opportunities, and other self-help guides on DNRnet, the DNR Intranet
- Generate monthly reports and performance evaluation data by category of service, and customer business unit and location
- Advise customers of request status and expected time to resolution
- Finalize setup of and transfer user data to new computers
- Develop and promote policies and procedures for personal computer use
- Provide technical support to Central Office Computer Training Center (CTC)
- Network printer installation and troubleshooting
- Mobile device setup and support for Android and Apple devices.

## **What services are NOT included?**

---

- Software training beyond a brief introduction for new employees demonstrating how to log in to the network and start using e-mail and calendar software
- Copier and multi-function device purchasing, maintenance, troubleshooting, or repair
- Personal printer purchasing, installation, maintenance, or troubleshooting
- Network printer purchasing or replacement
- Customer-owned computer equipment support of any kind

## **How will the service be delivered?**

---

- Service desk
- In-person
- Remote support

## **What are the hours of operation and how to get support?**

---

Support Line Business Hours: 7:00 AM-4:30 PM

After Hours support: None

User requests are through the DNR IT Service Desk

## What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	<ul style="list-style-type: none"> <li>Mission critical system is unavailable</li> <li>Systemic problem affecting multiple users (e.g., virus infection)</li> <li>Regulatory deadline will be missed</li> </ul>	Key business system cannot be accessed  Virus outbreak  Crucial legislative or legal deadline	1 hour	1-4 business hours
Priority 2 High	<ul style="list-style-type: none"> <li>Computer down and employee is unable to do his/her job</li> <li>No workaround or alternative is available</li> </ul>		1 hour	Next business day, or as scheduled with customer
Priority 3 Med	<ul style="list-style-type: none"> <li>Basic computer functions are usable with minor restrictions</li> <li>Workaround or alternative is available</li> </ul>		1 hour	As scheduled with customer
Priority 4 Low	<ul style="list-style-type: none"> <li>Minor problem – defect is cosmetic or simply a nuisance</li> </ul>		1 hour	As scheduled with customer

## What are the business responsibilities?

- All incidents/requests should be reported to the DNR IT Service Desk

### **When will regular maintenance be performed?**

---

- N/A

### **Change Management Process/Termination**

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- N/A

**Revision Date 07/14/2017****Executive Summary**

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>Leadership and Strategic Planning</u>	Equipment standards Statewide initiative support Pre-project planning IT Governance Portfolio Services	Project artifact development Business analysis Project management	In-person	7:30 AM – 4:30 PM, Business days

**Service Name: Leadership and Strategic Planning****Description**

General services to advance the agency IT agenda, deliver a portfolio management framework, and assist with project visioning and start-up.

**What systems or services are supported?**

- IT Portfolio management
- IT Project initiation
- Desktop computing (through equipment standards)
- IT Strategic Planning and Governance
- Business continuity

**What services are included?**

- Establish and maintain personal computer equipment standards
- Procurement assistance

- 
- Provide staff support to state-wide initiatives, particularly as they relate to MN.IT Enterprise projects
  - Provide staff support to information technology governance processes
  - Provide consulting support for pre-project planning and strategic investment initiatives
  - Technology research to advance DNR systems; manifested in increased productivity, reduced costs, and improved opportunities for systems integration
  - Continuity of Operations Planning (COOP) support in risk mitigation, disaster recovery, and business continuity planning
  - Strategic planning
  - Program and project portfolio services
  - Project start-up services – assisting customers in evaluating, and initial project scoping

### **What services are NOT included?**

---

- Business analysis
- Project management

### **How will the service be delivered?**

---

- In-person

### **What are the hours of operation and how to get support?**

---

- 7:30 AM-4:30 PM

### **What will the response time be?**

---

Not applicable

## **What are the business responsibilities?**

---

- Responsible business partners in planning activities

## **When will regular maintenance be performed?**

---

- Not applicable

## **Change Management Process/Termination**

---

- Not applicable



## Revision Date 07/14/2017

### Executive Summary

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>GIS Support Services</u>	Infrastructure management Technical support Agency priority analysis projects	GIS Application Development	Behind the scenes In-person Remote support	7:30 AM – 4:30 PM, Business days

### Service Name: GIS Support Services

#### Description

Comprehensive delivery of GIS data, productivity software tools, and user support to the agency's 900 person GIS user base.

#### What systems or services are supported?

- GIS application delivery
- GIS analysis
- Regional planning
- Natural resource management
- Business intelligence

#### What services are included?

- GIS data replication services to regional and area offices (72 sites)
- Content management of the Minnesota GeoCommons
- Network Accessible Storage (NAS) server setup, installation, trouble-shooting, and maintenance
- Administer enterprise spatial database software
- Maintain Spatial Data Dictionary and related content

- 
- Maintenance of the following desktop software products: Landview, DNRGPS, Quicklayers for ArcGIS (Enhancements made at the discretion of MN.IT Services @ DNR staff)
  - Integration with state enterprise level computing resources
  - Remote support for customers seeking assistance with GIS software use or desktop software configuration
  - Conduct support visits to DNR field sites
  - Install and update GIS desktop software
  - Payment of GIS software acquisition and licensing fees for business unit use (limited to the ArcGIS family of products, licensed by ESRI, Inc.)
  - Regional project analysis and product development support (governed by position description of individual support staff member)
  - Organized communications and events to inform customers of new developments in the area of GIS software and data product availability
  - Monitor system performance
  - Development and advancement of a comprehensive Recreation Services mapping program to support facilitated access to DNR outdoor recreation data, including the integration of key recreation facilities data from Minnesota government business partners. The program includes provisioning for customized mapping for DNR customer groups, and integration with mobile device delivery channels.
  - Geospatial data publishing in the GDRS environment

## **What services are NOT included?**

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- Creating new geospatial business data sets (available through supplemental SLA's)
- Application and database development (available through supplemental SLA's)
- Maintenance of existing custom applications (available through supplemental SLA's)
- Database maintenance (available through supplemental SLA's)
- Analysis projects outside of regional operations responsibilities (available through supplemental SLA's)
- Support of non-standard tools such as Google Earth, third-party software extensions to ArcMAP, or other products acquired by individual users
- Mobile Application software development (available through supplemental SLA's)

## **How will the service be delivered?**

---

- Behind the scenes
- On-line
- Remote support
- In-person

## **What are the hours of operation and how to get support?**

---

Support Line Business Hours: 7:30 AM-4:30 PM

After Hours support: None

User requests are through the DNR IT Service Desk

## What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1	<p>Mission Critical systems are down such as Network Accessible Storage Devices (NAS), Data corruption, or connectivity issues.</p> <p>Mission critical enterprise data sets and applications such as Forest Inventory Module and WHEELS are off line.</p> <p>Regional work priorities or Commissioner's Office requests with associated deadlines</p>			Best effort
Priority 2	<p>Field Office visits scheduled well in advance</p> <p>Ad-hoc user support that is mission critical and has no work-around or alternative is available.</p> <p>System performance is degraded but system is still in operation</p>			Best effort
Priority 3	<p>Ad-hoc user support that is deemed to be a minor problem by both client and GIS coordinator</p> <p>Scheduled hardware setup requests</p>			Best effort

## What are the business responsibilities?

- All incidents/requests should be submitted to the IT Service Desk
- Participate in testing of recovered or enhanced/redeployed systems

## **When will regular maintenance be performed?**

---

- Non-business hours, evenings or weekends depending on staff availability and the expected duration of the outage

## **Change Management Process/Termination**

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- Change Advisory Board (CAB)

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**Revision Date 07/14/2017****Executive Summary**

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>Financial Services Development and Support (WIRES)</u>	Operation and Administration of WIRES system Version upgrades of Oracle e-Business Suite User interface customization Maintenance of DNR Financial Gateway		On-line	7:30 AM – 4:30 PM, Business days

**Service Name: Financial Services Development and Support (WIRES)****Description**

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Comprehensive administration and advancement of DNR's central revenue processing system.**What systems or services are supported?**

- 
- WIRES
  - Financial Gateway
  - Wide array of DNR business applications that collect and process revenue

**What services are included?**

- 
- Maintain servers upon which WIRES system operates (production database, and application
-

servers). Tasks include updates to maintain system security, enhance performance, and ensure proper integration with the various components necessary to operate WIRES

- Maintain the software that constitutes WIRES: Oracle Applications and Oracle Database software. Tasks include performing software updates and applying system patches
- Oracle e-Business Suite version upgrades
- Monitor servers and software for continuity of operations, and troubleshoot and restore required devices and processes when needed
- Develop and maintain infrastructure (e.g. DNR Financial Gateway) that forms the basis for business application integration with WIRES
- Provide consulting support to business units seeking to improve business processes through integration with WIRES
- Maintain WIRES development, testing, and training environments
- Develop, deploy and maintain a WIRES reporting warehouse
- Develop, deploy and maintain WIRES reports
- Maintenance of interfaces between WIRES and SWIFT.
- Maintenance of other established system interfaces to SWIFT
- Maintenance of DNR SWIFT Financials, Procurement, and HCM data marts

## **What services are NOT included?**

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- Development of interfaces to business applications (available through supplemental SLA's)
- Development of custom, business-unit specific, reports (available through supplemental SLA's)

## **How will the service be delivered?**

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- On-line

## **What are the hours of operation and how to get support?**

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- 7:30 AM – 4:30 PM, Business days
- User requests are through the DNR IT Service Desk



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## What will the response time be?

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Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1	Software-based WIRES failures diagnosed between 8:00 am and 4:30 pm on non-holiday weekdays		1 hour	4 hours (Average)
Priority 2	Software-based WIRES failures diagnosed outside of working hours		Next day	4 business hours (Average)

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## What are the business responsibilities?

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- All incidents/requests should be submitted to the IT Service Desk
- Provide functional testing support during recovery efforts

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## When will regular maintenance be performed?

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- Non-business hours, evenings or weekends depending on staff availability and the expected duration of the outage

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## Change Management Process/Termination

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- Change Advisory Board (CAB)

## Revision Date 07/14/2017

### Executive Summary

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>Web Services</u>	<ul style="list-style-type: none"> <li>• Hosting</li> <li>• Enterprise presentation design</li> <li>• Roles and responsibilities described in the documents: “Web Content Management” and “Homepage Content Management policies” Content development consulting</li> <li>• Technical platform administration</li> </ul>	<ul style="list-style-type: none"> <li>• Comprehensive content review and editing</li> <li>• Plain language remediation</li> <li>• Accessibility remediation</li> </ul>	<ul style="list-style-type: none"> <li>• On-line services</li> <li>• Direct customer engagement</li> </ul>	Website is monitored and supported 8:00 AM – 4:30 PM weekdays; extended hours weekdays, 6:00 AM to 10:00 PM, and weekends, 8:00 AM to 4:00 PM

### Service Name: Web Services

#### Description

Provisioning and support for the DNR public and Intranet websites, including hardware and software that comprise the sites, shared components and core content support staff to unify content across DNR business units into a cohesive and timely presentation.

#### What systems or services are supported?

- DNR Content Management Systems (CMS, code-named Walleye and Leech)

- 
- Shared content management and delivery components (e.g. public calendar, public photo uploader)
  - DNR Website
  - DNR Intranet
  - GovDelivery administration

## **What services are included?**

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- Full DNR website deployment and monitoring
- Web services support for internal and external application developers
- User administration for various subsystems
- Web presentation standards; DNR brand co-ownership
- Consulting on effective web page design and content editing
- Project management for new content initiatives
- Consulting on accessibility compliance, plain language best practices and related policies
- On-going website QA/QC using tools such as SiteImprove
- Participation and leadership (when designated) in DNR web governance committees and coordination groups
- Active administration of DNR home page, in consultation with Office of Communication and Outreach staff (see DNR Homepage Management Policy)
- Shared component development, maintenance and support

## **What services are NOT included?**

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- Complete editorial control of web content
- Comprehensive review of content for Accessibility compliance and Plain Language best practices

Division or program specific web application development activities or enhancements of shared components

## **How will the service be delivered?**

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- Web services are delivered on-line
  - Content support work is handled in direct coordination with business staff
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## What are the hours of operation and how to get support?

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Support Line Business Hours: 8:00 AM-4:30 PM (all services)

Extended On-Call hours weekdays, 6:00 AM to 10:00 PM

On-Call hours weekends, 8:00 AM to 4:00 PM

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## What will the response time during supported hours be?

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Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	DNR Public Website or Intranet down		1 hour	2 hours (Average)
Priority 2 High	DNR Public Website or Intranet showing intermittent performance issues		1 hour	4 hours (Average)
Priority 3 Med	Customer-facing Web applications erratic or failing		1 hour	4 hours (Average)

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## What are the business responsibilities?

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- All incidents/requests should be submitted to the IT Service Desk
- Provide functional testing support during recovery efforts

## **When will regular maintenance be performed?**

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- Outside regular business hours – requires consultation with key business customers with service offerings to citizens in mornings and evenings

## **Change Management Process/Termination**

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- Change Advisory Board (CAB)
- Web Governance Executive and Operations Committees?

**Minnesota Pollution  
Control Agency**

520 Lafayette Road North  
St. Paul, MN 55155-4194

# INTERAGENCY AGREEMENT

**State of Minnesota**

*Doc Type: Contract*

SWIFT Contract No.:

PO No.:

CR No.: 8867

This Agreement is between the **Minnesota Pollution Control Agency** ("MPCA" or "State"), 520 Lafayette Road North, St. Paul, MN 55155, and the **Minnesota Department of Natural Resources** ("MDNR") 500 Lafayette Road North, St. Paul, MN 55155.

## Agreement

### 1 Term of Agreement

1.1 **Effective date:** July 1, 2017, 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, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2 Scope of Work

Per Minnesota Statutes section 298.17, MDNR will authorize a one-time transfer to MPCA. Section 298.17(b) states that: "Money in the mining environmental and regulatory account is appropriated annually to the commissioner of natural resources to fund agency staff to work on environmental issues and provide regulatory services for ferrous and nonferrous mining operations in this state. [ . . . ] The commissioner of natural resources shall execute an interagency agreement with the Pollution Control Agency to assist with the provision of environmental regulatory services such as monitoring and permitting required for ferrous and nonferrous mining operations."

### 3 Consideration and Payment

The sum of \$300,000.00 (Three Hundred Thousand Dollars and Zero Cents) will be transferred to MPCA to allotment FY18 2001 R3210000 R32H108 512605.

### 4 Conditions of Payment

The payment (transfer) to the MPCA will occur once this agreement is executed. However, all work performed by the MPCA funded under this agreement must be to the satisfaction of the interagency steering team, whose members include the Authorized Representatives from MDNR and the MPCA. The steering team will review the work completed on a regular basis; they will assess the work on environmental regulatory services for ferrous and nonferrous mining operations that was accomplished to fulfill statute requirements and allocation of funds.

### 5 Authorized Representative

MPCA's Authorized Representative is Eric Alms, MPCA, 520 Lafayette Road North, St. Paul, MN 55155, Eric.Alms@state.mn.us, 651-757-2589, or his successor.

MDNR's Authorized Representative is Irina Woldeab, MDNR, 500 Lafayette Road, St. Paul, MN 55155, irina.woldeab@state.mn.us, 651-259-5380, or her 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. MINNESOTA DEPARTMENT OF NATURAL RESOURCES**

By: [Signature]

(With delegated authority)

Title: Assistant Director, Div. of Lands & Minerals

Date: June 27, 2017

**2. MINNESOTA POLLUTION CONTROL AGENCY**

By: [Signature]

(With delegated authority)

Title: Director - Operations Division

Date: 7/5/17



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT  
DPS-DNR Radio Communications Dispatching Services**

This agreement is between the Minnesota Department of Natural Resources – Enforcement Division (DNR) and the Minnesota Department of Public Safety, State Patrol Division (DPS).

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** July 1, 2015, or the date the DNR obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

**2.1 DPS DUTIES**

DPS shall:

- 2.1.1 Operate and maintain a radio communications broadcast system for the primary purpose of providing dispatching services. Such radio communications broadcast system shall be made available and accessible by the DPS to law enforcement personnel of the Enforcement Division of the DNR.
- 2.1.2 DPS shall provide radio communications dispatching services for the law enforcement personnel of the Enforcement Division of the DNR as per mutual agreement of contract protocols. DPS shall implement contract protocols as agreed to consistently in all dispatch locations.
- 2.1.3 The law enforcement personnel of the Enforcement Division of the DNR and the law enforcement personnel of the DPS shall have joint use and right to all of the dispatching services provided.
- 2.1.4 DPS shall provide dispatch service to the Turn In Poachers anonymous report line for DNR Enforcement during periods when DNR personnel are unavailable or not scheduled, including but not limited to non-business hours, holidays and weekends.

**2.2 DNR'S DUTIES**

DNR shall:

- 2.2.1 Provide, operate and maintain mobile voice radio communications equipment in compliance with DPS requirements.
- 2.2.2 Provide any and all subscriber equipment necessary for DNR's law enforcement personnel to use the data radio communications system.
- 2.2.3 Provide all software licensing and related software maintenance for DNR's users.
- 2.2.4 Make payment separate from this agreement for any additional services or costs incurred to provide access to systems, which are not part of the DPS's voice radio communications broadcast system, and are deemed necessary or requested by the DNR, including but not limited to per device fees for user access to CJIS.
- 2.2.5 Make payment separate from this agreement for any additional services or costs incurred to provide access to DPS's data information network systems, deemed necessary or requested by the DNR, including but not limited to user software licensing, software development, operations and/or maintenance, technical assistance and hardware. If the DNR requests additional functionality, products or other changes to support their needs, then DPS will assess the feasibility of implementing the request including providing itemized estimates of development, software, support, etc. Both parties must agree to the changes prior to any work

being done.

- 2.2.6 A new contract must be written and fully executed before June 30, 2017 by the DNR or all services will be stopped as of June 30, 2017.

### **3 Consideration and Payment**

3.1 Consideration for all services performed by DPS pursuant to the Agreement shall be paid by the DNR as follows:

- 3.1.1 For radio communications dispatch services at a flat rate of \$249,500.00 for state fiscal year 2016 (July 1, 2015 through June 30, 2016) and \$249,500.00 for state fiscal year 2017 (July 1, 2016 through June 30, 2017).
- 3.1.2 For CAD connectivity, an annual fee of \$67,680.00 for state fiscal year 2016 and \$67,680.00 for state fiscal year 2017. The fee of \$67,680.00 is for CAD connectivity of one hundred and eighty-eight (188) mobile data computers at \$360 each per fiscal year.
- 3.1.3 Additional services or costs for technical support to resolve technical issues/concerns related to CAD and Mobile Data Computers to the DPS data network that are not covered under the flat rate referenced in 3.1.1 will be charged at the straight time rate of \$63.90 per hour and at the overtime rate of \$95.85 when requested and approved by the DNR not to exceed \$15,400.00 annually.
- 3.1.4 An annual fee of \$3,300.00 will be paid for having over forty (40) mobile data computers on the system.

3.2 Terms of Payment. The DNR shall make payment within 30 days after the DPS has presented invoices to DNR for services satisfactorily performed. DPS shall invoice the DNR annually on December 1<sup>st</sup>, of each state fiscal year for each state fiscal year's services stated in this agreement.

The total obligation of DNR for all compensation and reimbursements to DPS under sub-section 3.1.1 through 3.1.4 of this agreement will not exceed \$335,880.00 for Fiscal Year 2016 and \$335,880.00 for Fiscal Year 2017 for a total of \$671,760.00 under this agreement.

### **4 Conditions of Payment**

All services provided by DPS 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 Lt Col Rodmen Smith, DNR/Enforcement Division, 500 Lafayette Road, St. Paul, MN 55155, (651) 259-5054, or his successor.

DPS' Authorized Representative is Major Bruce Brynell, MSP Headquarters, 445 Minnesota Street, Suite 130, St. Paul, MN 55101-5130, (651) 201-7145, or his/her 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 60 days' written notice to the other party. In the event of a termination, the DPS shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

**9. Extension Option**

There will be no extension option for this contract. A new contract will need to be written and fully executed before June 30, 2017 by the DNR or all services will be stopped as of June 30, 2017.

**10. Coordination and Planning**

The DPS Authorized Representative shall provide notice to the DNR Authorized Representative, as close as possible the thirty (30) days in advance, of meetings, discussions, and sessions that relate to services, equipment, and/or operation of the communication system that relate to the DNR's use of the communications system.

**11. Data Practices**

Both DPS and DNR will comply with the Minnesota Data Practices Act in accordance with this Agreement and as it applies to all created, gathered, generated, or acquired data.

**1. DNR ENCUMBRANCE VERIFICATION**

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

Signed: Brenda Medd  
Date: 6/25/15

**3. MINNESOTA DEPARTMENT OF NATURAL RESOURCES – ENFORCEMENT DIVISION**

By: KE Sommy  
(with delegated authority)  
Title: Director of Enforcement  
Date: 6/25/15

**2. MN DEPARTMENT OF PUBLIC SAFETY**

By: [Signature]  
(With delegated authority)  
Title: Chief  
Date: 4/30/15

# Interagency Agreement

## Amendment #1

### State of Minnesota

DPS Contract Number: 88308

DNR Contract Number: 95255

Agreement Start Date:	<u>07/01/2015</u>	Total Agreement Amount:	<u>\$1,370,010.00</u>
Original Expiration Date:	<u>06/30/2017</u>	Original Agreement:	<u>\$ 671,760.00</u>
Current Expiration Date:	<u>06/30/2017</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Expiration Date:	<u>06/30/2019</u>	This Amendment:	<u>\$ 698,250.00</u>

This Amendment is between the Minnesota Department of Natural Resources, acting on behalf of its Enforcement Division ("DNR"), and the Minnesota Department of Public Safety, acting on behalf of the Minnesota State Patrol ("DPS").

### Recitals

1. DNR and DPS have an interagency agreement identified as SWIFT contract 88308 [DPS] and SWIFT contract 92281 [DNR] ("Original Agreement") for radio communications dispatching services.
2. DNR and DPS wish to extend the Original Agreement for two (2) additional years and amend the existing service rates and costs.
3. DNR and DPS mutually agree to amend the Original Agreement as stated below.

### Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 1, **Term of Agreement**, is amended as follows:

#### 1 Term of Agreement

- 1.1 **Effective Date.** July 1, 2015, or the date the DNR obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~June 30, 2017~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled.

**REVISION 2.** Clause 2, **Scope of Work**, section 2.2.6 is amended as follows:

- 2.2.6 A new contract or amendment to the Original Agreement must be written and fully executed before ~~June 30, 2017~~ June 30, 2019 by the DNR or all services will be stopped as of ~~June 30, 2017~~ June 30, 2019.

**REVISION 3.** Clause 3, **Consideration and Payment**, is amended as follows:

#### 3 Consideration and Payment

- 3.1 **Consideration** for all services performed by DPS pursuant to the Agreement shall be paid by DNR as follows:
  - 3.1.1 For radio communications dispatch services at a flat rate of \$249,500.00 for state fiscal year 2016 (July 1, 2015 through June 30, 2016), and \$249,500.00 for state fiscal year 2017 (July 1, 2016 through June 30, 2017), and at a flat rate of \$261,975.00 for state fiscal year 2018 (July 1, 2017 through June 30, 2018), and \$261,975.00 for state fiscal year 2019 (July 1, 2018 through June 30, 2019).
  - 3.1.2 For CAD connectivity, an annual fees of \$67,680.00 for state fiscal year 2016, and \$67,680.00 for state fiscal year 2017, \$67,680.00 for state fiscal year 2018, and \$67,680.00 for state fiscal year 2019. The fee of \$67,680.00 is for CAD connectivity of one hundred and eighty-eight (188) mobile data computers at \$360 each per fiscal year.
  - 3.1.3 Additional services or costs for technical support to resolve technical issues/concerns related to CAD and Mobile Data Computers to the DPS data network that are not covered under the flat rate referenced in 3.1.1 will be charged. During state fiscal year 2016 and state fiscal year 2017, a at the straight time rate of \$63.90 per hour and at the overtime rate of \$95.85 when requested and approved by the DNR not to exceed \$15,400.00 annually. During state fiscal year 2018 and state fiscal year 2019, a straight time rate of \$67.10 per hour and an overtime rate of \$100.64 per hour when requested and approved by the DNR not to exceed \$16,170.00 annually.

- 3.1.4 An annual fee of \$3,300.00 will be paid for having over forty (40) mobile data computers on the system.
- 3.2 **Terms of Payment.** The DNR shall make payment within 30 days after the DPS has presented invoices to DNR for services satisfactorily performed. DPS shall invoice the DNR annually on December 1<sup>st</sup> of each state fiscal year for each state fiscal year's services stated in this Agreement.

The total obligation of DNR for all compensation and reimbursements to DPS under sub-section 3.1.1 through 3.1.4 of this Agreement will not exceed \$335,880.00 for Fiscal Year 2016, and \$335,880.00 for Fiscal Year 2017, \$349,125.00 for Fiscal Year 2018 and \$349,125.00 for Fiscal Year 2019 for a total of \$674,760.00 \$1,370,010.00 under this agreement.

**REVISION 4.** Clause 9, **Extension Option**, is deleted in its entirety as follows:

~~9. **Extension Option**~~

~~There will be no extension option for this contract. A new contract will need to be written and fully executed before June 30, 2017 by the DNR or all services will be stopped as of June 30, 2017.~~

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. **STATE ENCUMBRANCE VERIFICATION**

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

Signed: Gerard Muser

Date: 6/21/17

SWIFT PO No.: 3000078050

2. **DEPARTMENT OF PUBLIC SAFETY;  
MINNESOTA STATE PATROL**

Signed: [Signature]  
(with delegated authority)

Title: Captain

Date: 6-23-17

3. **DEPARTMENT OF NATURAL RESOURCES;  
ENFORCEMENT DIVISION**

Signed: [Signature]  
(with delegated authority)

Title: Director

Date: 6/21/17

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
DEPARTMENT OF NATURAL RESOURCES  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>3417-18</u>	<b>Total DNR Obligation</b>
<b>Trunk Highway Number (T.H.):</b>	<u>71=141</u>	<b><u>\$1,104,013.17</u></b>
<b>State Project Number (S.P.):</b>	<u>3414-15</u>	
<b>State Project Number (S.P.):</b>	<u>092-090-055</u>	
	<u>NHPP-HSIP-TA</u>	
<b>Federal Project Number:</b>	<u>0071(322)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Department of Natural Resources ("DNR").

**Recitals**

1. The State will perform grading, bituminous surfacing and Bridge No. 34X05 construction and other associated construction upon, along and adjacent to County State Aid Highway No. (C.S.A.H.) 40 from 550 feet west of T.H. 71 to 640 feet east of T.H. 71 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 092-090-055 and No. 3417-18 (T.H. 71=141) ("Project"); and
2. The DNR has requested the State include in its Project grading, bituminous surfacing and Bridge No. 34X05 construction; and
3. The DNR wishes to participate in the costs of the grading, bituminous surfacing and Bridge No. 34X05 construction and associated construction engineering; and
4. The federally eligible DNR participation construction and associated construction engineering will be reduced by the amount of Federal aid funding received for said construction; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the DNR; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 3417-18 and 092-090-055 (T.H. 71=141) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the DNR Division of Parks & Trails and incorporated into this Agreement by reference.

## 2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. **Direction, Supervision and Inspection of Construction.**

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the DNR.** The DNR participation construction covered under this Agreement will be open to inspection by the DNR. If the DNR believes the DNR participation construction covered under this Agreement has not been properly performed or that the construction is defective, the DNR will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the DNR are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the DNR participation construction covered under this Agreement.

2.3. **Plan Changes, Additional Construction, Etc.**

- A. The State will make changes in the Project Plans and contract construction, which may include the DNR participation construction covered under this Agreement, and will enter into any necessary addenda, work orders, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate DNR official of any proposed addenda, work orders, change orders, and supplemental agreements to the construction contract that will affect the DNR participation construction covered under this Agreement.
- B. The DNR may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. **Permits.**

- A. **Limited Use Permit.** The DNR agrees to obtain in the future through the District's Right of Way Area Manager, a Limited Use Permit to cover the DNR's liability responsibilities when the Glacial Lakes State Trail is constructed upon the State right-of-way.

## 3. Maintenance by the DNR

- 3.1. **Box Culvert.** Upon completion of the construction contract, the DNR will retain ownership of the box culvert No. 34X05 and provide for all maintenance of the box culvert and future Glacial Lakes State Trail and all facilities a part thereof, without cost of expense to the State.

The State will perform structural inspections of box culvert No. 34X05, at no cost to the DNR. When repairs are needed, and not discovered by the DNR, the State shall notify the DNR of the deficiency and of the urgency for the repairs. The DNR must act in accordance with structural safety standards when repairs are needed. Upon request, the State will provide the structural inspection reports to the DNR. If the DNR fails to

make the repairs or if emergency repairs are needed, the State reserves the right to make repairs and bill the DNR for the State's actual expenses incurred; the DNR will pay the bill within 90 days.

In the event the Glacial Lakes State Trail is eliminated, the DNR shall restore the area to its prior condition at its expense.

#### 4. Basis of DNR Cost

- 4.1. **Schedule "I".** The Preliminary Schedule "I" includes all anticipated DNR participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. **DNR Participation Construction.** The DNR will participate in the following at the percentages indicated. The construction includes the DNR's proportionate share of item costs for mobilization, field office and traffic control. It is anticipated that Federal aid funding will be available to the DNR as defined below. The DNR may be billed for the match of their cost participation as shown on the Schedule "I". DNR costs will include an amount equal to all anticipated Federal aid funding not applied to the federally eligible DNR participation construction and associated construction engineering.
  - A. 100 Percent will be the DNR's rate of cost participation in all of the box culvert construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 and No. 3 of the Preliminary Schedule "I". Federal aid funds will be applied at a rate of 80 Percent. (The Federal aid funds are capped at \$304,916.00, and may be modified at the time of award.)
- 4.3. **Construction Engineering Costs.** The DNR will pay a construction engineering charge equal to 8 percent of the total DNR participation construction covered under this Agreement.
- 4.4. **Plan Changes, Additional Construction, Etc.** The DNR will share in the costs of construction contract addenda, work orders, change orders, and supplemental agreements that are necessary to complete the DNR participation construction covered under this Agreement, including any DNR requested additional work and plan changes. The State reserves the right to invoice the DNR for the cost of any additional DNR requested work and plan changes, construction contract addenda, work orders, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.
- 4.5. **Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

#### 5. DNR Cost and Payment by DNR

- 5.1. **DNR Cost. \$1,408,929.20** is the DNR's estimated share of the costs of the contract construction including Federal aid, and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this agreement.
- 5.2. **Conditions of Payment.** The DNR will pay the State the DNR's total estimated construction and construction engineering cost share, minus anticipated DNR Federal aid, as shown in the Revised Schedule "I", after the following conditions have been met:
  - A. Execution of this Agreement and transmittal to the DNR, including a copy of the Revised Schedule "I".
  - B. The DNR's receipt of a written request from the State for the advancement of funds.
- 5.3. **Acceptance of the DNR's Cost and Completed Construction.** The computation by the State of the amount due from the DNR will be final, binding, and conclusive. Acceptance by the State of the completed contract



construction will be final, binding, and conclusive upon the DNR as to the satisfactory completion of the contract construction.

- 5.4. Final Payment by the DNR.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the DNR. The Final Schedule "I" will be based on final quantities, and include all DNR participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include DNR costs in an amount equal to all Federal aid funding not applied to the federally eligible DNR participation construction and associated construction engineering. If the final cost of the DNR participation construction exceeds the amount of funds advanced by the DNR, the DNR will pay the difference to the State without interest. If the final cost of the DNR participation construction is less than the amount of funds advanced by the DNR, the State will refund the difference to the DNR without interest.

The State and the DNR waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## **6. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 6.1.** The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: maryanne.kellysonnek@state.mn.us

- 6.2.** The DNR's Authorized Representative will be:

Name/Title: Kent Skaar, DNR Division of Parks & Trails (or successor)  
 Address: DNR 500 Lafayette Road, St. Paul, MN 55155  
 Telephone: (651) 259-5636  
 E-Mail: Kent.Skaar@state.mn.us

## **7. Assignment; Amendments; Waiver; Contract Complete**

- 7.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. 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.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the DNR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **8. Liability; Worker Compensation Claims**

- 8.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State and DNR.

**8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**9. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**10. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the DNR's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**11. Government Data Practices**

The DNR and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the DNR under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DNR or the State.

**12. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**13. Termination; Suspension**

**13.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**13.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the DNR.

**13.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

**14. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**DEPARTMENT OF NATURAL RESOURCES**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: Kent Sten / Recommended.  
 Title: Senior Project Manager  
 Date: 4/28/17  
 By: Phil Giff  
 Title: Deputy Director  
 Date: 4/28/2017

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: Jon Huseby  
 (District Engineer)  
 Date: 5/4/17  
 Approved: Tom Sk  
 By: Tom Sk  
 (State Design Engineer)  
 Date: 5/18/17

**COMMISSIONER OF ADMINISTRATION**

By: Chau  
 (With delegated authority)  
 Date: 05/22/2017  
 50216

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

Art Kane  
CONTRACT # 124317  
3-112353

-6-

4/27/17  
encumbered

**PRELIMINARY SCHEDULE "I"**  
**Agreement No. 1027122**  
**DEPARTMENT OF NATURAL RESOURCES**

S.P. 3417-18 ( T.H. 71 = 141)

Preliminary: March 14, 2017

S.P. 092-090-055

State Funds

Box culvert construction to start approximately 2017 under

State Contract No. \_\_\_\_\_ with \_\_\_\_\_

located on T.H. 71.

**COST PARTICIPATION**

	TOTAL Construction Cost	TAP Fund 80 Percent <b>Capped at \$304,916.00</b>	Remaining DNR cost after capped TAP funds	DNR 20 Percent
(1) From Sheet No. 2 Box Culvert Cost Items	\$1,304,564.05	\$304,916.00	\$738,735.24	\$260,912.81
Construction Engineering (8%) (On Total Construction Cost)	\$104,365.12			
Construction + Construction Engineering Subtotals	1,104,013.17			
<b>(2) Total DNR Obligation less Federal Funds</b>	<b>\$1,104,013.17</b>			

(1) Amount of total DNR obligation as described in Article 5.1 of the Agreement (Estimated amount)

(2) Amount of advance payment as described in Article 5.2 of the Agreement (Estimated amount)

(P) = PLAN QUANTITY

1027122

ITEM NUMBER	S.P. 092-090-055 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST ( )
2021.501	MOBILIZATION	LUMP SUM	0.20	480,000.00	96,000.00
2031.501	FIELD OFFICE TYPE D	EACH	0.20	10,000.00	2,000.00
2101.506	GRUBBING	ACRE	2.50	4,000.00	10,000.00
2104.501	REMOVE PIPE CULVERTS	LIN FT	514.00	10.00	5,140.00
2104.501	REMOVE BARBED WIRE FENCE	LIN FT	929.00	3.00	2,787.00
2104.509	REMOVE PIPE APRON	EACH	12.00	128.00	1,536.00
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	75.00	1.50	112.50
2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	4,012.00	1.88	7,542.56
2106.501	EXCAVATION - COMMON (P)	CU YD	35,693.00	3.50	124,925.50
2106.505	EXCAVATION - MUCK (P)	CU YD	1,547.00	5.50	8,508.50
2106.521	GRANULAR EMBANKMENT (CV) (P)	CU YD	38,690.00	5.00	193,450.00
2106.522	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	2,560.00	14.75	37,760.00
2106.523	COMMON EMBANKMENT (CV) (P)	CU YD	69,194.00	3.00	207,582.00
2118.501	AGGREGATE SURFACING CLASS 1 (P)	CU YD	511.00	14.00	7,154.00
2123.610	TRACTOR MOUNTED BACKHOE	HOUR	20.00	113.00	2,260.00
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	1,693.00	23.00	38,939.00
2215.501	FULL DEPTH RECLAMATION	SQ YD	15,824.00	1.00	15,824.00
2360.503	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C) 1.5" THICK	SQ YD	8,662.00	5.00	43,310.00
2360.503	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C) 4.0" THICK	SQ YD	4,550.00	8.00	36,400.00
2360.503	TYPE SP 12.5 WEARING COURSE MIXTURE (3,A) 3.0" THICK	SQ YD	568.00	10.00	5,680.00
2411.511	STRUCTURE EXCAVATION CLASS E	CU YD	8,457.00	1.50	12,685.50
2412.511	12X12 PRECAST CONCRETE BOX CULVERT	LIN FT	232.00	800.00	185,600.00
2412.512	12X12 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2.00	21,700.00	43,400.00
2451.511	COARSE FILTER AGGREGATE (CV) (P)	CU YD	62.00	28.00	1,736.00
2451.515	COARSE AGGREGATE BEDDING (CV) (P)	CU YD	798.00	29.00	23,142.00
2501.511	18" CAS PIPE CULVERT	LIN FT	140.00	26.00	3,640.00
2501.515	18" RC PIPE APRON	EACH	2.00	648.00	1,296.00
2501.515	24" RC PIPE APRON	EACH	2.00	638.00	1,276.00
2501.561	18" RC PIPE CULVERT DES 3006	LIN FT	166.00	44.00	7,304.00
2501.561	24" RC PIPE CULVERT DES 3006	LIN FT	180.00	57.00	10,260.00
2501.561	30" RC PIPE CULVERT DES 3006	LIN FT	70.00	101.00	7,070.00
2501.569	18" CAS SAFETY APRON	EACH	2.00	316.00	632.00
2501.569	30" RC SAFETY APRON	EACH	2.00	865.00	1,730.00
2501.602	18" SAFETY APRON	EACH	2.00	300.00	600.00
2501.602	24" SAFETY APRON	EACH	4.00	275.00	1,100.00

(P) = PLAN QUANTITY

1027122

ITEM NUMBER	S.P. 092-090-055 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2501.603	18" PIPE CULVERT	LIN FT	28.00	31.00	868.00
2501.603	24" PIPE CULVERT	LIN FT	152.00	33.00	5,016.00
2502.521	4" PE PIPE DRAIN	LIN FT	302.00	4.40	1,328.80
2502.602	CS OVERSLEEVE WITH RODENT GUARD	EACH	1.00	100.00	100.00
2502.602	6" PE INSPECTION TEES	EACH	1.00	300.00	300.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	3.00	200.00	600.00
2540.602	MAIL BOX SUPPORT	EACH	1.00	130.00	130.00
2554.509	GUIDE POST TYPE B	EACH	6.00	52.00	312.00
2557.501	WIRE FENCE DESIGN SPECIAL VINYL COATED	LIN FT	126.00	36.00	4,536.00
2557.603	BARBED WIRE FENCE	LIN FT	891.00	10.00	8,910.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.20	100,000.00	20,000.00
2572.501	TEMPORARY FENCE	LIN FT	160.00	1.90	304.00
2573.502	SILT FENCE, TYPE MS	LIN FT	4,950.00	1.90	9,405.00
2573.511	WATER TREATMENT TYPE SKIMMER	EACH	1.00	2,500.00	2,500.00
2573.515	FILTER BERM TYPE 5	LIN FT	228.00	14.50	3,306.00
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	576.00	2.50	1,440.00
2573.560	CULVERT END CONTROLS	EACH	7.00	205.00	1,435.00
2574.508	FERTILIZER TYPE 3	POUND	2,638.00	0.62	1,635.56
2574.508	FERTILIZER TYPE 4	POUND	611.00	0.67	409.37
2574.578	SOIL BED PREPARATION	ACRE	10.90	150.00	1,635.00
2575.501	SEEDING (P)	ACRE	10.90	197.00	2,147.30
2575.502	SEED MIXTURE 25-141	POUND	137.00	4.50	616.50
2575.502	SEED MIXTURE 33-261	POUND	119.00	25.00	2,975.00
2575.502	SEED MIXTURE 35-241	POUND	191.00	14.00	2,674.00
2575.523	EROSION CONTROL BLANKETS CATEGORY 6	SQ YD	221.00	2.90	640.90
2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	52,879.00	1.44	76,145.76
2575.523	EROSION CONTROL BLANKETS CATEGORY 4N	SQ YD	704.00	1.70	1,196.80
2575.541	MOWING	ACRE	21.90	85.00	1,861.50
2575.545	WEED SPRAYING	ACRE	5.40	650.00	3,510.00
2575.547	WEED SPRAY MIXTURE	GALLON	2.70	90.00	243.00
				TOTAL	1,304,564.05
				80% TAP FUND ( Capped At \$304,916.00)	304,916.00
				20% DNR + REMAINING OVER CAP COST	999,648.05

## Internal Memo

**Date:** 04/26/2026

**To:** April Kane

**From:** Kent Skaar

**RE: Funding Encumbrance- MNDOT Construction Agreement (MnDOT Contraact 1027122)**

Please encumber the following funding require for the attached Construction Agreement between the MNDOT and MnDNR for the construction/installation by MnDOT for a segment of the Glacial Lakes State Trail.

Total Encumbrance: \$1,104,013.17

(\$759,000.00) 14 - 3600 - R2934753 - R294699 - CC1: 29853 - Project: R29B4CAPTRAILS - Activity: A44093 - Source: TNONE

(\$345,013.17) 17 - 2303 - R2934753 - R294147 - CC1: 29853 - Project: R29B4CAPTRAILS - Activity: A44093 - Source: TNONE

\*Once encumbered, each of the Agreements needs to be signed by Phil.

Thank You

Kent Skaar



April 20, 2017

Kent Skaar  
DNR Division of Parks & Trails  
DNR 500 Lafayette Road  
St. Paul, MN 55155

RE: Proposed Construction Agreement No. **1027122**  
Department of Natural Resources  
S.P. 3417-18 (T.H. 71=141)  
S.P. 092-090-055 (T.H. 71=141)  
Fed. Proj, NHPP-HSIP-TA 0071(322)  
DNR cost for T.H. 71 Construction

Dear Mr. Skaar

Transmitted herewith in triplicate is a proposed agreement with the DNR. This agreement provides for payment to the State of the DNR's share of the costs of the box culvert construction to be performed on T.H. 71 with in Trunk Highway right of way.

Present this agreement to the DNR for their approval and execution that includes original signatures of the DNR authorized officers on the three copies of the agreement.

The executed agreements (three originals of each) should be forwarded to this office as soon as possible. A copy will be returned to the DNR when fully executed.

Sincerely,



Kent Medalen

District 8, Senior Engineering Specialist

Enclosure: Proposed Agreements (3)

cc: Maryanne Kelly Sonnek

**Received**

**APR 24 2017**

An equal opportunity employer

**DNR Parks and Trails  
Central Office**



STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

Project Identification: St. Croix River Crossing

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR").

Recitals

1. MnDOT desires extraordinary monitoring and enforcement of watercraft traffic control by the DNR for the work zone at the St. Croix Crossing bridge construction project ("Project").
2. DNR wishes to provide Conservation Officers for extraordinary enforcement as required by MnDOT.
3. MnDOT has the authority to enter this agreement under Minn. Stat. §§ 471.59 and 161.20.
4. MnDOT and DNR willingly agree to the terms and conditions as stated below.

Agreement

1 Term of Agreement

- 1.1 Effective Date: This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Agreement will expire on June 1, 2018, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

- 2.1 DNR will provide off-duty Conservation Officers for extraordinary enforcement and watercraft traffic control at the St. Croix Crossing bridge construction site.

3 Consideration and Payment

- 3.1 MnDOT agrees to reimburse DNR for watercraft patrol services on the following basis:
  - 3.1.1 The rate paid for every hour an officer is engaged in extraordinary enforcement. The total rate of pay will not exceed the reimbursement rate of \$62.07/hour per Conservation Officer.
  - 3.1.2 In addition, if a Conservation Officer's home location is forty (40) miles or more (one-way) from the worksite, the Conservation Officer is eligible for the following:
    - 3.1.2.1 Travel to the construction/maintenance work zone, patrol mileage and return to base will be paid at the established rate for that class of vehicle, subject to prior approval by MnDOT's Authorized Representative. DNR will keep a log showing the Conservation Officer's mileage, class of vehicle, lodging, and hours worked.
    - 3.1.2.2 If the parties foresee a shortage of Conservation Officers, the parties' Authorized Representatives will meet to determine if it is necessary and effective to incur subsistence and lodging expenses in order to provide enforcement Conservation Officers at the Project. The parties' Authorized Representatives must agree to the subsistence and lodging expenses before they are incurred. Subsistence and lodging will be paid in accordance with copies of expense vouchers submitted with invoices, with costs not to exceed those specified in the current union bargaining agreement.

- 3.2 DNR must provide MnDOT monthly invoices documenting hours worked and travel/lodging costs of Conservation Officers travelling "forty (40) miles or more".
- 3.3 DNR must submit the invoices electronically for payment.
- 3.4 The total obligation of MnDOT for all compensation and reimbursements to DNR under this Agreement will not exceed \$800,000.00.

#### **4 Conditions of Payment**

- 4.1 All services provided by DNR under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Agreement, subject to an encumbrance of funds for such purposes, as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.
- 4.3 DNR must create and enter an invoice in WIRES, DNR's revenue system which interfaces with SWIFT. Invoices should be sent to the MnDOT Construction Office.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

#### **5 Agreement Personnel**

- 5.1 MnDOT's Authorized Representative and Project Manager will be:  
Name/Title: Terry Zoller/St. Croix Crossing Manager (or his/her successor)  
Office: MnDOT/St Croix Crossing Project  
Street Address: 395 John Ireland Blvd., St. Paul, MN 55155, M.S. 050  
Telephone: 651-366-4313  
Fax: 651-351-3662  
E-Mail: terry.zoller@state.mn.us

- 5.2 DNR Authorized Representative will be:  
Name/Title: Captain Greg Salo,  
Office: DNR/Enforcement Division  
Address: 1200 Warner Road, St. Paul, MN 55106  
Telephone: 651-259-5838  
Fax: 651-772-7907  
E-Mail: gregory.salo@state.mn.us

#### **6 Amendments**

- 6.1 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**

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

#### **8 Termination**

- 8.1 Either party may terminate this Agreement at any time, with or without cause, upon 15 days' written notice to the other party.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: Karen Parsons

Date: 6-7-2013

SWIFT Contract (SC) ID No.: 63378

Purchase Order (PO) ID No.: 3-127516

**DNR\***

\*Please attach the applicable Delegation of Authority, if necessary.

By: [Signature]

Title: Acting Director

Date: 6/6/13

**MnDOT**

By: [Signature]  
(with delegated authority)

Title: Director of HR, Acting

Date: 6-7-13

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Title: Contracts Administrator

Date: 6/7/2013