2020 Interagency Agreements and Transfers Report

Minnesota Statutes §15.0395

10/15/2020

Introduction

This report identifies the Minnesota Department of Natural Resources' fiscal year 2020 (FY 20) agreements with other agencies and each of the inter- and intra-agency transfers we made during FY 20.

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.

MS 15.0395 Interagency Agreements and Intra-Agency Transfers

(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 cost approximately $6,634. Costs included 43 staff hours at a cost of $2,274 and vendor costs of $4,360 to make the contracts portion of this report accessible.

Department of Natural Resources
FY2020 Interagency and Service Level Agreements

9/24/20

	Supplier Contract Id	Doc Type	Agency	Purpose	Effective Date	Expiration Date	Total Amount	Statutory Citation
1	0000000000000000000145083	IAK	MN STATE LBA BEMIDJI STATE UNIV	Wetland Habitat Research	7/15/2018	6/30/2021	222,640.00	MS 471.59
2	0000000000000000000150431	IAK	MN STATE LBA BEMIDJI STATE UNIV	FY19 BSU STUDY-Diets of Muskellunge and other piscivores in MN lakes	1/1/2019	12/31/2021	100,078.00	MS 471.59
3	0000000000000000000160805	IAK	AGRICULTURE DEPT	Analytical Services/Quality Assurance Water Chemistry/Fish Contaminant/Spills/Kills pesticide samples	7/1/2019	6/30/2021	302,604.00	MS 471.59
4	0000000000000000000158240	IAK	AGRICULTURE DEPT	Venison Donation-transfer	7/1/2019	7/30/2020	120,000.00	Laws of 2007, Ch 57, MS 17.035
5	0000000000000000000144430	IAK	ADMINISTRATION DEPT	FY19 Lic. Center Special Mail	7/1/2018	6/30/2020	510,000.00	MS 471.59
6	0000000000000000000159900	IAK	ADMINISTRATION DEPT	Office of Enterprise Sustainability to support agencies to fulfill goals-transfer	7/1/2019	6/30/2021	104,800.00	MS 16B.04 and MS 471.59
7	0000000000000000000166809	IAK	ATTORNEY GENERAL	Attorney general services FY20	7/1/2019	6/30/2020	800,000.00	MS 8.15
8	0000000000000000000168701	IAK	HENNEPIN TECHNICAL COLLEGE	Peace Officer Education and Training	12/2/2019	4/24/2020	121,470.00	MS 471.59
9	0000000000000000000139032	IAK	HUMAN SERVICES DEPT	MR Warehouse-Fullfillment svs, inventory management, reorder documents, shipment, inventory control reports	4/14/2018	4/13/2023	268,000.00	MS 246.57

	Supplier Contract Id	Doc Type	Agency	Purpose	Effective Date	Expiration Date	Total Amount	Statutory Citation
10	0000000000000000000151306	IAK	MILITARY AFFAIRS DEPT	INCOME to DNR, Master Agmt-Biological Research, wildlife mgmt practice, environmental outreach, etc.	1/1/2019	12/31/2024	2,000,000.00	MS 471.59
11	0000000000000000000156910	IAK	MILITARY AFFAIRS DEPT	Master Agmt/Camp Ripley-facility use	7/1/2019	6/30/2024	650,000.00	MS 471.59
12	0000000000000000000134123	IAK	MINNESOTA MANAGEMENT & BUDGET	strategic communication_deyoung	11/1/2017	12/31/2019	107,525.00	MS 16A.055; MS 43A.55; MS 471.514
13		IAK	MN.IT	Service Level Agreement-MN.IT Svs	7/1/2019	6/30/2021	22,749,778.78	Laws of 2011, 1st Special Session Ch 10, Art 4; MS 471.59
14	0000000000000000000175450	IAK	MNIT	Rainy Lake Lidar Project USGS	4/21/2020	3/31/2021	835,000.00	MS 471.59
15	0000000000000000000161351	IAK	MNIT	Parks and Trails Project Proposal and Prioritization application to track and prioritize State Park development operations-transfer	7/1/2019	6/30/2023	100,000.00	MS 16E.21; MS 471.59
16	0000000000000000000161356	IAK	MNIT	Lake Aeration Program-transfer	7/1/2019	6/30/2023	110,000.00	MS 16E.21; MS 471.59
17	0000000000000000000161358	IAK	MNIT	Web-based application-Display Natural Heritage Info System Public Data Layers-transfer	7/1/2019	6/30/2023	110,000.00	MS 16E.21; MS 471.59
18	0000000000000000000137954	IAK	PUBLIC SAFETY DEPT	Firefighting support	4/1/2018	6/30/2022	200,000.00	MS 471.59
19	0000000000000000000160384	IAK	PUBLIC SAFETY DEPT	Dispatch Services	7/1/2019	6/30/2021	720,518.00	MS 471.59
20	0000000000000000000131540	RPK	POLLUTION CONTROL AGENCY	INCOME TO DNR, Const and Design Survey_landfill	11/10/2017	11/10/2019	360,000.00	MS 471.59

	Supplier Contract Id	Doc Type	Agency	Purpose	Effective Date	Expiration Date	Total Amount	Statutory Citation
21	0000000000000000000163342	IAK	POLLUTION CONTROL AGENCY	Settlements from parties for release of petroleum and hazardous substances into environment. A Natural Resource Damage Assessment (NRDA) is a processed designed to calculate damages caused by a release	7/1/2019	6/30/2021	255,000.00	MS 115B.20, Subd. 2(4)
22	0000000000000000000167144	IAK	POLLUTION CONTROL AGENCY	To fund agency staff to work on environmental issues and provide regulatory services for ferrous and nonferrous mining operations	7/1/2019	6/30/2020	300,000.00	MS298.17(b)
23	0000000000000000000175090	RPK	WATER & SOIL RESOURCES BOARD	Rochester Space-Income	4/13/2020	9/30/2020	103,990.97	MS 471.59
24	0000000000000000000150076	IAK	WATER & SOIL RESOURCES BOARD	Wetland hydrology monitoring	11/7/2018	6/30/2022	149,807.00	MS 471.59
25	0000000000000000000149235	IAK	WATER & SOIL RESOURCES BOARD	DNR needs grant assistance from BWSR-contract mgmt, reimbursement for RIM Easements-Transfer	9/1/2018	12/31/2021	750,000.00	MS 471.59; ML 2018, Ch 214, Art 4, Sec 2, Subd 9(h)
26	0000000000000000000149476	RPK	WATER & SOIL RESOURCES BOARD	INCOME TO DNR-BWSR needs grant assistance from OMB-contract mgmt, reimbursement	10/24/2018	6/30/2020	600,000.00	MS 471.59; ML 2018, Ch 214, Art 4, Sec 2, Subd 4(i)
27	0000000000000000000168651	IAK	TRANSPORTATION DEPT	Heartland Trail-Acorn Lake, Trunk Highway 10, Detroit Lakes-Income	8/2/2018	10/31/2020	308,971.26	MS 161.20, Subd 2
28	0000000000000000000054228	IAK	TRANSPORTATION DEPT	Gateway Trail grading, concrete surfacing, retaining walls, signals, etc.	10/23/2012	6/30/2021	187,797.99	MS 471.59
29	0000000000000000000177446	RPK	TRANSPORTATION DEPT	INCOME TO DNR-Mussel Permit-Mississippi River Bridge Project	4/23/2020	6/30/2022	296,250.00	MS 84.0895 MN Rules Parts 6212.1800-2100

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30	0000000000000000000124317	IAK	TRANSPORTATION DEPT	Glacial Lakes State Trail-grading, bituminous surfacing, bridge construction	5/22/2017	6/30/2023	1,104,013.17	MS 471.59
31	0000000000000000000127300	IAK	TRANSPORTATION DEPT	INCOME TO DNR-Grand Portage Visitor Center/Rest Area - Maintenance, Custodial Svs	7/20/2017	6/30/2022	287,000.00	MS 471.59

Department of Natural Resources
FY2020 Transfers

10/15/20

	TRANSFER FROM						TRANSFER TO							
#	Transfer Out Agency	Transfer Out Fund Name	Transfer Out Approp ID	Transfer Out Approp ID Name	Legal Cite 1 for Transfer Out Approp ID	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In Approp ID	Transfer In Approp ID Name	Legal Cite 1 for Transfer In Approp ID	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
1	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	138,886	Natural Resources	Water Recreation	R297209	ENF Police State Aid WRA	MS 69.031 5E	138,886	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
2	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	70,805	Natural Resources	Snowmobile	R297210	ENF Police State Aid SNOW	MS 69.031 5E	70,805	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	99,853	Natural Resources	All-Terrain Vehicle	R297211	ENF Police State Aid ATV	MS 69.031 5E	99,853	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	2,676	Natural Resources	Off-Highway Motorcycle	R297212	ENF Police State Aid OHM	MS 69.031 5E	2,676	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	3,676	Natural Resources	Off-Road Vehicle	R297213	ENF Police State Aid ORV	MS 69.031 5E	3,676	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E

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6	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	3,707	Natural Resources	State Park	R297224	ENF Police State Aid SP	MS 69.031 5E	3,707	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	1,034,711	Natural Resources	Game and Fish (Operations)	R297214	ENF Police State Aid G&F	MS 69.031 5E	1,034,711	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	2,593	Natural Resources	Remediation	R297215	ENF Police State Aid REM	MS 69.031 5E	2,593	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
9	Natural Resources	General	R290200	Payments In Lieu of Taxes	MS 477A.12	35,941,123	Tax Aids, Credits and Refunds	General	G901015	Pymt in Lieu of Taxes (PILT)	MS 477A.12	35,941,123	Payment in Lieu of Taxes to be made to counties	MS 477A.12
10	Natural Resources	General	R290283	FOR FMIA Cost Cert Trf-Gen	MS 89.0385	4,385	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	4,385	Billable hours from Trails and Scientific and Natural Areas to Forestry. This is part of the forest cost certification process.	MS 89.0385
11	Natural Resources	General	R291004	LAM Mining & Environ Open	MS 298.17 B1	873,358	Natural Resources	Restrict Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	MS 298.17	873,358	To fund agency staff work on environmental issues and provide regulatory services for ferrous and nonferrous mining operations	MS 298.17 B1

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12	Natural Resources	General	R298026	OSD Legal Costs GEN	191 004 01 003 008	700,000	Pollution Control	General	R32H120	NorthMet Mining Project	191 004 01 003 008	700,000	Appropriation for MPCA's legal costs as outlined in session law	191 004 01 003 008
13	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	MS 92.28	2,404,250	University Of Minnesota	Miscellaneous Agency	E81600P	U Of M Permanent University	MS 137.022 1	2,404,250	Permanent University Suspense Accounts transferred to the University of Minnesota	MS 92.28
14	Natural Resources	Restrict Misc Special Revenue	R290253	LAM St Forest Susp Univ SR	MS 16A.125 5	543,217	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	MS 92.28	543,217	Forestry Certification Transfer to Permanent University	MS 92.28
15	Natural Resources	Restrict Misc Special Revenue	R290254	FOR St Forest Susp Univ	MS 16A.125 5	11,503	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	MS 16A.055	11,503	Forestry Certification Transfer for Admin Protection Costs from University Suspense Account	MS 16A.125 5(d)(3)
16	Natural Resources	Restrict Misc Special Revenue	R290254	FOR St Forest Susp Univ	MS 16A.125 5	10,075	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	MS 92.28	10,075	Forestry Certification Transfer to Permanent University	MS 92.28
17	Natural Resources	Restrict Misc Special Revenue	R290254	FOR St Forest Susp Univ	MS 16A.125 5	58,376	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	58,376	Forestry Certification Transfer to FMIA from University Suspense Account	MS 16A.125 5(d)(1)
18	Natural Resources	Restrict Misc Special Revenue	R290280	LAM Consul Conservation Areas	MS 84A.51 2	178,573	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	MS 16A.055	178,573	General Fund's portion of the Consul Conservation (Con-Con) land revenue	MS 84A.51 2

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19	Natural Resources	Restrict Misc Special Revenue	R290281	FOR Consul Conservation Areas	MS 84A.51 2	2,306,329	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	2,306,329	Forest Management Investment Account's (FMIA) portion of the Consul Conservation (Con-Con) land revenue	MS 84A.51 2
20	Natural Resources	Restrict Misc Special Revenue	R290290	LAM Volstead Lands	MS 89.035	3,136	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	MS 16A.055	3,136	General Fund's portion of the Volstead land revenue	MS 89.035
21	Natural Resources	Restrict Misc Special Revenue	R290291	FOR Volstead Lands	MS 89.035	3,514	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	MS 16A.055	3,514	General Fund's portion of the Volstead land revenue	MS 89.035
22	Natural Resources	Restrict Misc Special Revenue	R291204	LAM Mining Rent and Royalties	MS 93.22 1C	5,046	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	MS 16A.055	5,046	General Fund's portion of revenue related to mineral leasing	MS 93.22 1C
23	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	MS 298.17	100,000	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
24	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	MS 116D.045 3	300,000	Assistance from PCA for the provision of environmental regulatory services such as monitoring and permitting for mining operations	MS 298.17 B1

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25	Natural Resources	Restrict Misc Special Revenue	R296215	FAW WL Beltrami Island Cons	MS 84.155 6	21,365	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	21,365	Forest Management Cost Certification on Non-Forestry Administered Lands	MS 89.0385
26	Natural Resources	Restrict Misc Special Revenue	R296216	FAW Venison Donation Program	MS 97A.065 6	120,000	Agriculture	Restrict Misc Special Revenue	B045R08	Venison Donation Program	MS 97A.065 6	120,000	Deer license surcharges and fees to assist with the cost of processing for venison donation programs	MS 97A.065 6
27	Natural Resources	Other Misc Special Revenue	R290415	Fed Disaster DR-4290 2001 Fund	MS 12.221 4	47,300	Natural Resources	Other Misc Special Revenue	R294242	PAT Paybacks SR	MS 84.0261	47,300	Moving disaster reimbursements to payback accounts	MS 84.0261
28	Natural Resources	Other Misc Special Revenue	R290563	Under-Runs R4 SR	MS 84.0261	2,579	Natural Resources	Other Misc Special Revenue	R290565	MR Paybacks SR	MS 84.0261	2,579	Moving disaster reimbursements to payback accounts	MS 84.0261
29	Natural Resources	Other Misc Special Revenue	R290566	State Disaster 2016-010 SR	MS 12B.10	3,906	Natural Resources	Other Misc Special Revenue	R290565	MR Paybacks SR	MS 84.0261	3,906	Moving disaster reimbursements to payback accounts	MS 84.0261
30	Natural Resources	Other Misc Special Revenue	R290566	State Disaster 2016-010 SR	MS 12B.10	17,328	Natural Resources	Other Misc Special Revenue	R294242	PAT Paybacks SR	MS 84.0261	17,328	Moving disaster reimbursements to payback accounts	MS 84.0261
31	Natural Resources	Other Misc Special Revenue	R290566	State Disaster 2016-010 SR	MS 12B.10	7,060	Natural Resources	Other Misc Special Revenue	R296270	FAW Paybacks SR	MS 84.0261	7,060	Moving disaster reimbursements to payback accounts	MS 84.0261
32	Natural Resources	Other Misc Special Revenue	R290569	DR 1941 2010 Flood SR	MS 12.221 4	1,517	Natural Resources	Other Misc Special Revenue	R290562	Under-Runs R3 SR	MS 84.0261	1,517	Moving disaster reimbursements to under-run accounts	MS 84.0261
33	Natural Resources	Other Misc Special Revenue	R290569	DR 1941 2010 Flood SR	MS 12.221 4	25,544	Natural Resources	Other Misc Special Revenue	R290563	Under-Runs R4 SR	MS 84.0261	25,544	Moving disaster reimbursements to under-run accounts	MS 84.0261

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34	Natural Resources	Other Misc Special Revenue	R290569	DR 1941 2010 Flood SR	MS 12.221 4	98,223	Natural Resources	Other Misc Special Revenue	R294242	PAT Paybacks SR	MS 84.0261	98,223	Moving disaster reimbursements to payback accounts	MS 84.0261
35	Natural Resources	Other Misc Special Revenue	R290569	DR 1941 2010 Flood SR	MS 12.221 4	7,007	Natural Resources	Other Misc Special Revenue	R296270	FAW Paybacks SR	MS 84.0261	7,007	Moving disaster reimbursements to payback accounts	MS 84.0261
36	Natural Resources	Other Misc Special Revenue	R290569	DR 1941 2010 Flood SR	MS 12.221 4	25,054	Natural Resources	Other Misc Special Revenue	R297223	ENF Paybacks SR	MS 84.0261	25,054	Moving disaster reimbursements to payback accounts	MS 84.0261
37	Natural Resources	Other Misc Special Revenue	R290569	DR 1941 2010 Flood SR	MS 12.221 4	1,010,180	MMB Debt Service	Debt Service	G9Q0001	Debt Service Clearing Account	MS 16A.641	1,010,180	Moving disaster reimbursements to debt service account.	MS 16A.641 8
38	Natural Resources	Other Misc Special Revenue	R290570	DR 4009 2011 Storm SR	MS 12.221 4	800,860	MMB Debt Service	Debt Service	G9Q0001	Debt Service Clearing Account	MS 16A.641	800,860	Moving disaster reimbursements to debt service account.	MS 16A.641 8
39	Natural Resources	Other Misc Special Revenue	R290572	DR 4182 2014 Flood SR	MS 12.221 4	317,929	MMB Debt Service	Debt Service	G9Q0001	Debt Service Clearing Account	MS 16A.641	317,929	Moving disaster reimbursements to debt service account.	MS 16A.641 8
40	Natural Resources	Other Misc Special Revenue	R290574	DR 4390 2018 FloodStorms R1 SR	MS 12.221 4	6,401	Natural Resources	Other Misc Special Revenue	R293230	FOR Paybacks SR	MS 84.0261	6,401	Moving disaster reimbursements to debt service account.	MS 84.0261
41	Natural Resources	Other Misc Special Revenue	R290574	DR 4390 2018 FloodStorms R1 SR	MS 12.221 4	15,355	Natural Resources	Other Misc Special Revenue	R296270	FAW Paybacks SR	MS 84.0261	15,355	Moving disaster reimbursements to payback accounts	MS 84.0261
42	Natural Resources	Other Misc Special Revenue	R290576	DR 4390 2018 FloodStorms R3 SR	MS 12.221 4	8,879	Natural Resources	Other Misc Special Revenue	R293230	FOR Paybacks SR	MS 84.0261	8,879	Moving disaster reimbursements to payback accounts	MS 84.0261
43	Natural Resources	Other Misc Special Revenue	R290580	2018 SD 032 Tornado R4 SR	MS 12B.10	29,525	Natural Resources	Other Misc Special Revenue	R294242	PAT Paybacks SR	MS 84.0261	29,525	Moving disaster reimbursements to payback accounts	MS 84.0261

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44	Natural Resources	Other Misc Special Revenue	R292281	EWR UNIMIN Mitigation	MS 84.026	5,750	Natural Resources	Other Misc Special Revenue	R291221	LAM Conservation Ease Invest S	MS 84.69	5,750	Contribution to the Conservation Easement Stewardship Account (M.S. 84.69)	MS 84.69
45	Natural Resources	Other Misc Special Revenue	R292324	EWR APT EIS Prof Services SR	MS 84.025 9	3,185	Natural Resources	Other Misc Special Revenue	R292909	EWR APT EIS Prof Srv SR	MS 16C.05 2	3,185	Moving funds between accounts for the same purpose to ensure Appropriation ID follows internal numbering convention	MS 84.025 9
46	Natural Resources	Other Misc Special Revenue	R292326	EWR FargoMoorhead Prof Srvs SR	MS 84.025 9	134,479	Natural Resources	Other Misc Special Revenue	R292900	EWR Professional Services	MS 84.025 9	134,479	Moving funds between accounts for the same purpose to ensure Appropriation ID follows internal numbering convention	MS 84.025 9
47	Natural Resources	Other Misc Special Revenue	R292332	EWR Enbridge Energy Prof SrvSR	MS 16C.05 2	33,193	Natural Resources	Other Misc Special Revenue	R292908	EWR Enbridge Energy Prof SrvSR	MS 16C.05 2	33,193	Moving funds between accounts for the same purpose to ensure Appropriation ID follows internal numbering convention	MS 84.025 9
48	Natural Resources	Other Misc Special Revenue	R292345	EWR TwinMetalsMNL LC Prof SrvSR	MS 16C.05 2	3,058	Natural Resources	Other Misc Special Revenue	R292906	EWR Twin Met MN LLC Prof SrvSR	MS 16C.05 2	3,058	Moving funds between accounts for the same purpose to ensure Appropriation ID follows internal numbering convention	MS 84.025 9
49	Natural Resources	Other Misc Special Revenue	R293236	FOR Emergency Fire Federal	MS 84.026	367,157	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	MS 16A.055	367,157	Federal Wildfire Reimbursements in excess of costs returned to General Fund	MS 88.065

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50	Natural Resources	Other Misc Special Revenue	R294206	PAT Working Capital	MS 85.22	22,600	Natural Resources	Other Misc Special Revenue	R294212	PAT Work Cap Resource Mgmt	MS 85.22 2A	22,600	Moving funds between "parent" and "child" accounts for resource management.	MS 85.22 2A
51	Natural Resources	Other Misc Special Revenue	R294206	PAT Working Capital	MS 85.22	100,000	Natural Resources	Other Misc Special Revenue	R294214	PAT Work Cap Interpretatio n	MS 85.22 2A	100,000	Moving funds between "parent" and "child" accounts for resource management.	MS 85.22 2A
52	Natural Resources	Other Misc Special Revenue	R294206	PAT Working Capital	MS 85.22	3,780	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	3,780	Income from Parks to be credited to the Forest Management Investment Account (FMIA). This is part of the forest cost certification process.	MS 89.0385
53	Natural Resources	Other Misc Special Revenue	R294251	PAT Cuyuna Lakes State TrailSR	MS 84.026	0.38	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	MS 16A.055	0.38	Overcollection of MnDOT grant that was completed. The overcollection was returned to the general fund.	MS 16A.53
54	Natural Resources	Other Misc Special Revenue	R296270	FAW Paybacks SR	MS 84.0261	3,906	Natural Resources	Other Misc Special Revenue	R290566	State Disaster 2016-010 SR	MS 12B.10	3,906	Moving disaster reimbursements to payback accounts	MS 84.0261
55	Natural Resources	Other Misc Special Revenue	R298900	Operations Support Shared Serv	MS 84.025 9	30,797	Natural Resources	Other Misc Special Revenue	R298901	DNR Professional Svs Oper Sup	MS 84.025 9	30,797	Adjustments between two internal billing accounts due to under collections.	MS 84.025 9
56	Natural Resources	Other Misc Special Revenue	R298900	Operations Support Shared Serv	MS 84.025 9	459,625	Natural Resources	Other Misc Special Revenue	R298902	Leadership Services	MS 84.025 9	459,625	Adjustments between two internal billing accounts due to organizational changes.	MS 84.025 9

	TRANSFER FROM						TRANSFER TO							
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57	Natural Resources	Other Misc Special Revenue	R298900	Operations Support Shared Serv	MS 84.025 9	150,000	Natural Resources	Other Misc Special Revenue	R299900	IT Common Services	MS 84.025 9	150,000	Adjustments between two internal billings due to approved IT project management need.	MS 84.025 9
58	Natural Resources	Other Misc Special Revenue	R298902	Leadership Services	MS 84.025 9	77,000	Governor, Office of the	Other Misc Special Revenue	G391300	Governor's Spec Revenue Fund	MS 471.59	77,000	Governor's Office for provided support and federal affairs work on behalf of the agency	MS 16A.285
59	Natural Resources	Other Misc Special Revenue	R298930	MR Fleet Management Account	MS 84.0856	18,340	Administrati on	Other Misc Special Revenue	G027203	Enterprise Sustainability Ofc	MS 471.59	18,340	Office of Enterprise Sustainability to assist agencies with sustainability improvements	MS 16B.04/ MS 471.59
60	Natural Resources	Other Misc Special Revenue	R298938	MR Facilities Mgmt Account	MS 84.0857	14,375	Administrati on	Other Misc Special Revenue	G021213	Enterprise Real Property	MS 16B.242	14,375	Support for statewide enterprise real property technology sytsem, including ARCHIBUS	MS 471.59
61	Natural Resources	Other Misc Special Revenue	R298901	DNR Professional Svs Oper Sup	MS 84.025 9	14,375	Administrati on	Other Misc Special Revenue	G021213	Enterprise Real Property	MS 16B.242	14,375	Support for statewide enterprise real property technology sytsem, including ARCHIBUS	MS 471.59
62	Natural Resources	Other Misc Special Revenue	R298938	MR Facilities Mgmt Account	MS 84.0857	34,060	Administrati on	Other Misc Special Revenue	G027203	Enterprise Sustainability Ofc	MS 471.59	34,060	Office of Enterprise Sustainability to assist agencies with sustainability improvements	MS 16B.04/ MS 471.59
63	Natural Resources	Water Recreation	R2902TF	Transfer Out-Water Rec	MS 84D.15 2	375,000	Natural Resources	Invasive Species	R2903TF	Transfer In-Invasive Species	MS 84D.15 2	375,000	Water Recreation dollars to manage Invasive Species	MS 84D.15

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64	Natural Resources	Nongame	R292004	EWR Nongame Wildlife Program	191 004 01 003 03G	971,000	Natural Resources	Reinvest In Minnesota-Gifts	R292259	EWR RIM Crit Hab Gifts ITC	MS 84.943 5	971,000	Match dollars for Critical Habitat Account	MS 84.943 6
65	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	29	Natural Resources	Restrict Misc Special Revenue	R290281	FOR Consul Conservation Areas	MS 84A.51 2	29	Final transfer of timber revenue from Con-Con lands to the Forest Mgmt. Investment Account after corrections were made.	MS 84A.51 2
66	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	258,940	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	MS 92.28	258,940	Minerals Management Account 4th quarter balance over $3M distribution to Permanent University	MS 93.2236
67	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	691,501	Natural Resources	Restrict Misc Special Revenue	R291204	LAM Mining Rent and Royalties	MS 93.22 1C	691,501	Minerals Management Account 4th quarter balance over $3M distribution to Tax Forfeit	MS 93.2236
68	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	2,473,430	Natural Resources	Permanent School	R290240	LAM Permanent School	MS 92.28	2,473,430	Minerals Management Account 4th quarter balance over $3M distribution to Permanent School	MS 93.2236
69	Natural Resources	Cross Country Ski	R294209	PAT Cross Country Ski Trails	MS 85.43	116,000	Natural Resources	Cross Country Ski	R294014	PAT State Trail Grooming SKI	191 004 01 003 05G	116,000	Moving funds from the statutory account where fees are collected to support the direct appropriation within the same fund	191 004 01 003 05G

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70	Public Safety - Transportation	Natural Resource Misc Statutory	P07730P	State Park & Trail Special Plt	MS 168.1296	882,728	Natural Resources	Natural Resource Misc Statutory	R294241	PAT License Plates NRMS	MS 85.056	882,728	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
71	Natural Resources	Game and Fish (Operations)	R290284	FOR FMIA Cost Cert Trf-G&F	MS 89.0385	331,969	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	331,969	Forest Management Cost Certification on Non-Forestry Administered Lands	MS 89.0385
72	Natural Resources	Game and Fish (Operations)	R292206	EWR Lic Srchrg Inv Species	MS 97A.475 7	1,170,343	Natural Resources	Invasive Species	R296230	FAW Lic Surch Invas Spec Trf	MS 84D.15 2	1,170,343	Receipts from non resident fishing licenses to Invasive Species Account	MS 84D.15 2
73	Natural Resources	Game and Fish (Operations)	R296225	FAW Lic Surcharge Walk-in Prog	MS 97A.475 3	107,043	Natural Resources	Restrict Misc Special Revenue	R296227	FAW Walk-in Access Program	MS 97A.065 6	107,043	Surcharge collected for walk-in access program	MS 97.065 6
74	Natural Resources	Game and Fish (Operations)	R296226	FAW Lic Surcharge Venison Prog	MS 97A.475 3A	96,134	Natural Resources	Restrict Misc Special Revenue	R296216	FAW Venison Donation Program	MS 97A.065 6	96,134	Deer licenses surcharge and fees to assist with the cost of processing for venison donation programs	MS 97A.065 6
75	Natural Resources	Computerized Lic Deer/Bear Mgmt	R296213	FAW Deer Feed & Cervidae Hlth	MS 97A.075 1D	50,000	Natural Resources	Computerized Lic Deer/Bear Mgmt	R296196	FAW Adopt-A-Dumpster ProgDEERM	191 004 01 003 06C	50,000	Moving funds from the statutory account where fees are collected to support the direct appropriation within the same fund	191 004 01 003 06C
76	Natural Resources	Outdoor Heritage	R292161	EWR Acc Nat Prairie Protect	16 172 01 002 02F	120,000	Natural Resources	Other Misc Special Revenue	R291221	LAM Conservation Ease Invest S	MS 84.69	120,000	Contribution to the Conservation Easement Stewardship Account (M.S. 84.69)	16 172 01 002 02F

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77	Natural Resources	Outdoor Heritage	R293039	FOR MN Forest Future 5 L17OH	17 091 01 002 03D	47,000	Natural Resources	Other Misc Special Revenue	R291221	LAM Conservation Ease Invest S	MS 84.69	47,000	Contribution to the Conservation Easement Stewardship Account (M.S. 84.69)	17 091 01 002 03D
78	Natural Resources	Outdoor Heritage	R296151	FAW AquatcHabitat Prot VIII OH	16 172 01 002 05A	85,366	Natural Resources	Other Misc Special Revenue	R291221	LAM Conservation Ease Invest S	MS 84.69	85,366	Contribution to the Conservation Easement Stewardship Account (M.S. 84.69)	16 172 01 002 05A
79	Public Safety - Transportati on	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	5,269,655	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	MS 84.943 5	5,269,655	Critical habitat license plate dollars used for acquisition or improvement of land or nongame purposes	MS 89.943 3
80	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	MS 84.943 5	1,013,000	Natural Resources	Reinvest In Minnesota-Gifts	R292260	EWR RIM Crit Hab Lic Plate ITC	MS 84.943 5	1,013,000	For publication of the critical habitat license plates match program	17 093 01 003 03h
81	Natural Resources	Gift	R292227	EWR Non Game Gift	MS 84.085 1	29,000	Natural Resources	Reinvest In Minnesota-Gifts	R292259	EWR RIM Crit Hab Gifts ITC	MS 84.943 5	29,000	Match dollars for Critical Habitat Account	MS 84.943 5
82	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903003	Motorboat Unrefd Gas Tax	MS 296A.18 2	11,068,664	Natural Resources	Water Recreation	R290270	PAT Gas Tax WRA	MS 296A.18 2	11,068,664	Unrefunded gas tax for management of boating facilities, lake and river improvement and boat and water safety	MS 296A.18 2
83	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903004	Snowmobile Unrefd Gas Tax	MS 296A.18 3	7,379,109	Natural Resources	Snowmobile	R290271	PAT Gas Tax SNOW	MS 296A.18 3	7,379,109	Unrefunded gas tax for management of snowmobile trails	MS 296A.18 3
84	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903005	ATV Unrefd Gas Tax	MS 296A.18 4	1,992,359	Natural Resources	All-Terrain Vehicle	R290272	PAT Gas Tax ATV	MS 296A.18 4	1,992,359	Unrefunded gas tax for management of ATV trails	MS 084.927

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85	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903006	Forest Rd Unrefd Gas Tax	MS 296A.18 7	1,076,538	Natural Resources	Restrict Misc Special Revenue	R293210	FOR State Forest Road Account	MS 89.70	1,076,538	Unrefunded gas tax for management and maintenance of county forest roads	MS 296A.18 7
86	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903007	Off-Road Motorcycle	MS 296A.18 5	339,439	Natural Resources	Off-Highway Motorcycle	R290273	PAT Gas Tax OHM	MS 296A.18 5	339,439	Unrefunded gas tax for management of Off Highway Motorcycle Trails	MS 084.794
87	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903008	Off-Road Vehicle	MS 296A.18 6	1,210,174	Natural Resources	Off-Road Vehicle	R290274	PAT Gas Tax ORV	MS 296A.18 6	1,210,174	Unrefunded gas used for the management of Off Road Vehicle trails	MS 084.803
88	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	1,678,610	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	MS 16A.055	1,678,610	Forestry Certification Transfer for Trust Director and Perm School Fund Commission Expenses	MS 16A.125 5(d)(2)
89	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	7,542,994	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	7,542,994	Forestry Certification Transfer to FMIA from Perm School Suspense Account	MS 16A.125 5(d)(1)
90	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	2,879,988	Natural Resources	Permanent School	R290240	LAM Permanent School	MS 92.28	2,879,988	Forestry Certification Transfer to Perm School Fund	MS 92.28
91	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	300,000	Natural Resources	Permanent School	R290286	OSTL Base Perm School	191 004 01 003 09C	300,000	Moving funds from the statutory account where revenue is collected to support the direct appropriation within the same fund	191 004 01 003 09C

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92	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	215,000	Natural Resources	Permanent School	R291028	LAM St For Susp Land Sales&Agg	191 004 01 003 02C	215,000	Appropriation from the forest suspense account to secure maximum long term economic return from trust lands	17 093 01 003 02C
93	Natural Resources	Permanent School	R290243	PAT St Forest Susp School	MS 16A.125 5	327,865	Natural Resources	Permanent School	R290240	LAM Permanent School	MS 92.28	327,865	Forestry Certification Transfer to Perm School	MS 92.28
94	Natural Resources	Permanent School	R290244	LAM St Forest Susp School	MS 16A.125 5	1,181,654	Natural Resources	Permanent School	R290240	LAM Permanent School	MS 92.28	1,181,654	Forestry Certification Transfer to Perm School	MS 92.28
	TOTAL					**100,122,016**						**100,122,016**		

STATE OF MINNESOTA
INTERAGENCY AGREEMENT
Bemidji State University / Restoring Wetland Invertebrates

This agreement is between the Minnesota Departments of Natural Resources (DNR), and Bemidji State University (BSU)..

Agreement

1 **Term of Agreement**

1.1 ***Effective date*: July 15, 2018**, 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, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 **Scope of Work**

DNR Shall:

Assess wetland habitat characteristics and invertebrate amphipods as described in **Exhibit A**, Work Plan, which is attached to and incorporated into this agreement.

Danelle Larson will be the designated DNR Project Coordinator that specifies the minimum and preferred qualifications of students and ensures all students have taken the required safety training (e.g., Defensive Driving, Watercraft Safety, Employee Right to Know, and Tick Prevention) before allowing students to operate state equipment. Larson shall provide leadership and give regular direction as to what and how work shall be done, provide technical advice, and final approval for all work. Larson will co-advise graduate students and serve on their thesis committees, as well as jointly supervise undergraduate student workers (all employees of BSU). DNR will provide students with the necessary equipment to execute the work, including vehicles and wetland sampling equipment and microscopes. Larson will make all equipment and supply purchases for the project.

BSU Shall:

Hire and manage two graduate students through the Environmental Studies Masters of Science Program to assist with assessing wetland habitat characteristics and invertebrate amphipods as described in see Exhibit A and **Exhibit B**, Budget, which is attached to and incorporated into this agreement; and provide lab space, and run analytical chemistry. BSU will also hire and jointly supervise four undergraduate students.

Carl Isaacson will be the BSU designated Project Coordinator that hires qualified students and manages the students' finances (i.e., wage, tuition, hotels, and meal reimbursements), and maintains complete, accurate and current financial records based on the **Exhibit B**, Budget. Travel and meal reimbursements will be for actual costs and follow the Commissioner's Plan, which is incorporated by reference.

The Project Coordinators will communicate regularly to ensure satisfactory performance of students.

3 **Consideration and Payment**

The total obligation of DNR for all compensation and reimbursements to BSU under this agreement

will not exceed **$222,640.**

The State will promptly pay BSU after BSU presents an itemized invoice for actual work performed on the project, and the State's Authorized Representative accepts the invoice. The invoice must specify the expense categories and amount spent in each category as shown in Exhibit B.

BSU may submit itemized invoices no more frequently than quarterly. Appropriate documentation to prove work has been completed must be submitted with each request. Invoices for work completed through June 30 of each year must be submitted tho the DNR's Authorized Representative no later than July 20 of that same year.

Final invoices must be submitted no later than June 15, 2021.

4 **Conditions of Payment**
All services provided by BSU 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 Dr. Danelle Larson, Research Scientist, 102 23 St NE, Bemidji, MN 56601; 218-308-2289; Danelle.larson@state.mn.us; or her successor.

BSU's Authorized Representative is Dr. Carl Isaacson, Assistant Professor, Sattgast Hall 107, Bemidji State University, Bemidji MN 56601; 218-755-4104, carl.isaacson@bemidjistate.edu; or his successor.

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

7 **Liability**
Each party will be responsible for its own acts and behavior and the results thereof. The DNR does not assume liability for any third party claims for damages arising out of this agreement.

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

9. **Intellectual Property Rights**
BSU will comply with Minnesota Statutes, Chapter 116P.10.

10 **Acknowledgement and Endorsement**
10.1 Acknowledgment. BSU must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund.
10.2 Endorsement. BSU must not claim that the DNR endorses its products or services.

Signature page for: **Bemidji State University / Restoring Wetland Invertebrates Interagency Agreement**

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

By: Kristel Peters

Name: Kristel Peters

SWIFT PO # 3-137499

Contr. # 145083

2. BEMIDJI STATE UNIVERSITY
Individual with delegated authority

By: Karen Snorek

Name: Karen Snorek

Title: VP of Finance & Admin.

Date: 7/23/18

3. DEPARTMENT OF NATURAL RESOURCES
Individual with delegated authority

JB 7/25/18

By: Patrick Rivers for Jim Leach

Name: Patrick Rivers James T. Leach

Title: Deputy Director Director, Division of Fish and Wildlife

Date: 7/27/18

Exhibit A

Environment and Natural Resources Trust Fund (ENRTF)
M.L. 2018 ENRTF Work Plan (Main Document)

Today's Date: 02/27/2018

Date of Next Status Update Report: 1/31/2019

Date of Work Plan Approval: 06/05/2018

Project Completion Date: 06/30/2021

Does this submission include an amendment request? No

PROJECT TITLE: Restoring Wetland Invertebrates to Revive Wildlife Habitat

Project Manager: Dr. Danelle Larson

Organization: Minnesota Department of Natural Resources

College/Department/Division: Fish and Wildlife Division

Mailing Address: 102 23rd St NE

City/State/Zip Code: Bemidji, MN 56601

Telephone Number: 218-308-2289

Email Address: Danelle.Larson@state.mn.us

Web Address: NA

Location: Statewide

Total Project Budget: $400,000

Amount Spent: $0

Balance: $400,000

Legal Citation: M.L. 2018, Chp. 214, Art. 4, Sec. 02, Subd. 08g

Appropriation Language: $400,000 the second year is from the trust fund to the commissioner of natural resources to assess invertebrate amphipods in wetlands and explore stocking them as a valuable food source for ducks and other wildlife in the Prairie Pothole Region of the state. This appropriation is available until June 30, 2021, by which time the project must be completed and final products delivered.

Exhibit A

Environment and Natural Resources Trust Fund (ENRTF)
M.L. 2018 ENRTF Work Plan (Main Document)

Today's Date: 02/27/2018

Date of Next Status Update Report: 1/31/2019

Date of Work Plan Approval: 06/05/2018

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Does this submission include an amendment request? No

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Organization: Minnesota Department of Natural Resources

College/Department/Division: Fish and Wildlife Division

Mailing Address: 102 23rd St NE

City/State/Zip Code: Bemidji, MN 56601

Telephone Number: 218-308-2289

Email Address: Danelle.Larson@state.mn.us

Web Address: NA

Location: Statewide

Total Project Budget: $400,000

Amount Spent: $0

Balance: $400,000

Legal Citation: M.L. 2018, Chp. 214, Art. 4, Sec. 02, Subd. 08g

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I. PROJECT STATEMENT:

Amphipods are wetland invertebrates that are key food resources for salamanders, fish, water birds, ducks, and geese. Within the past 30 years, amphipods have substantially declined across the Prairie Pothole Region (PPR), and particularly in Minnesota, for reasons unknown. We will document the habitat characteristics that allow amphipods to thrive and assess the stocking of amphipods to help them successfully re-establish.

Amphipods (also called "scuds") are critical wildlife food, biological indicators of water quality and ecosystem health, and cherished by duck hunters and anglers. Amphipod decline has been noted in Minnesota, and the loss of amphipods have been blamed as a primary reason for decline of duck harvests. Today, amphipods are unevenly distributed across the PPR and some species are absent from most of Minnesota's wetlands, while few wetlands have an extremely high abundance (habitats we term "***super-wetlands***"). Amphipods are poor dispersers because they cannot fly, and the increasing distance between super-wetlands may make it difficult to establish in new wetlands. Despite the importance of amphipods, the factors that affect their distribution and abundance are poorly understood. Further, conservation groups and private land owners have been stocking amphipods to improve wetland habitats for 25+ years but the success of these efforts have not been well documented.

The overarching goals of this project are to:

(1) Identify the habitat characteristics of super-wetlands that make them of great wildlife value. This information will outline why amphipods are in decline, why specific wetlands have naturally high abundance of amphipods, and determine how to restore and manage wetlands towards high-quality habitats that promote amphipod and duck use.

(2) Document the effects of amphipod stocking to improve understanding of the habitat requirements and the utility of stocking. Experimental stockings will enable some control over factors that might influence success (e.g., size of wetland, fish presence) and further aid in understanding the habitat requirements.

Our diverse project team, which will include expert ecologists, two graduate students and many young-career technicians, will provide valuable information regarding wetland habitat quality and management. We have identified several super-wetlands to study and secured a proprietor to stock amphipods, and are requesting funds to study these sites and stocking practices in more detail.

II. OVERALL PROJECT STATUS UPDATES:

First Update January 31, 2019
Second Update June 30, 2019
Third Update January 31, 2020
Fourth Update June 30, 2020
Fifth Update January 31, 2021
Final Update June 30, 2021

III. PROJECT ACTIVITIES AND OUTCOMES:

ACTIVITY 1: Understand the habitat conditions of super-wetlands with amphipods.
Description: We will identify the factors that affect amphipod abundance to understand why wetlands either have high abundance or no to few amphipods present. Factors will include: Landscape variables (e.g., land use, proximity to other wetlands, etc.) and in-lake variables (e.g., water chemistry, plant abundance, predator abundance).

ENRTF BUDGET: $206,487

Outcome	Completion Date
1. Choose sites and refine field methods	March 2019
2. Wetland habitat and amphipod sampling	October 2020
3. Data processing in laboratory (water chemistry, plant and invertebrate identification)	March 2021
4. Publications, reports, and presentations	June 2021

First Update January 31, 2019
Second Update June 30, 2019
Third Update January 31, 2020
Fourth Update June 30, 2020
Fifth Update January 31, 2021
Final Update June 30, 2021

ACTIVITY 2: Assess amphipods after stocking in natural and restored wetlands.
Description: We will experimentally stock amphipods in wetlands to determine if they will survive the transplant, reproduce, and become a sustaining population for at least 2 years. We will stock amphipods in two different years ("Trial stockings #1" in January 2018 and "Trial stockings #2" in January 2019) and sample for 2-3 years following the stockings. We will assess rates that amphipods naturally recolonize and reproduce in suitable wetlands relative to stocked wetlands.

ENRTF BUDGET: $193,513

Outcome	Completion Date
1. Trial stockings #1 (in-kind MNDNR project secured FY 17-18)	February 2019
2. Trial stockings #2 (this proposal)	February 2020
3. Monitor amphipods populations for 2-3 years after stocking	January 2021
4. Data analyses	April 2021
5. Publications, reports, and presentations	June 2021

First Update January 31, 2019
Second Update June 30, 2019
Third Update January 31, 2020
Fourth Update June 30, 2020
Fifth Update January 31, 2021
Final Update June 30, 2021

IV. DISSEMINATION:

Description:
Danelle Larson will be responsible for data management throughout the project. The water samples will be stored at the Bemidji Wetland Research Station and not discarded until all data is published. Amphipod specimens will be preserved in 95% ethanol and permanently maintained at the Bemidji Wetland Research Station. The data will be permanently archived online using a service such as Dryad.

The Project Research Addendum will be added and updated 2x per year on Danelle Larson's profile at Research Gate (www.researchgate.net). All presentations and publications will be added to Research Gate when completed.

We will prepare at least 3 peer-reviewed publications in scientific journals with open-access (i.e., freely available to the public).

We will deliver at least 3 poster or oral presentations at professional conferences and MN DNR research and wildlife manager meetings.

First Update January 31, 2019
Second Update June 30, 2019
Third Update January 31, 2020
Fourth Update June 30, 2020
Fifth Update January 31, 2021
Final Update June 30, 2021

V. PROJECT BUDGET SUMMARY:

A. Preliminary ENRTF Budget Overview: See attached budget spreadsheet

Explanation of Capital Expenditures Greater Than $5,000: N/A

Explanation of Use of Classified Staff: N/A

Total Number of Full-time Equivalents (FTE) Directly Funded with this ENRTF Appropriation:

Enter Total Estimated Personnel Hours:	TOTAL FTE: 3.25

Total Number of Full-time Equivalents (FTE) Estimated to Be Funded through Contracts with this ENRTF Appropriation:

Enter Total Estimated Personnel Hours:	TOTAL FTE: 3.00

B. Other Funds:

SOURCE OF AND USE OF OTHER FUNDS	Amount Proposed	Amount Spent	Status and Timeframe
Other Non-State $ To Be Applied To Project During Project Period:			
N/A	$	$	
Other State $ To Be Applied To Project During Project Period:			
MN DNR Research Section funds for pilot work on Activities 1 and 2. Pilot work included site selection, field methodology trials in summer 2017 and trialing stocking experiments in winter 2018 and 2019.	$ 90,000	$	Secured. June 2017 – June 2019.
Past and Current ENRTF Appropriation:			

N/A	$	$	
In-kind Services To Be Applied To Project During Project Period:			
MN DNR supplies computers, software, GPS, field tablets ($5,000), as well as laboratory facilities, microscopes, trucks, boats and trailers ($60,000). MN DNR supplies 3 years of salary for: 2 assistant managers for field assistance (50 hours*3 years=$9,000); Danelle Larson (0.35 FTE*3 years=$82,000); and Fred Bengtson (0.10 FTE*3 years= $25,000). Bemidji State University supplies office space for students and the facilities and equipment for analytical chemistry ($60,000) and Issacson's salary (0.15 FTE*3 years; $27,000). U.S. Geological survey to match Michael Anteau salary (0.10 FTE; $32,700) and travel to visit field sites and disseminate findings ($6,000).	$ 306,700	$	Secured. June 2017 – June 2021.

VI. PROJECT PARTNERS:

A. Partners receiving ENRTF funding

Name	Title	Affiliation	Role
Dr. Carl Isaacson	Assistant Professor	Bemidji State University	Co-advise students and lead water chemistry analyses.
Barry Thoele	Owner	Lincoln Bait LCC	Will provide consulting, sell and stock amphipods (Activity 2).
Dr. Michael Anteau	Research Scientist	U.S. Geological Survey	Will help design studies, serve on graduate committees, disseminate findings

B. Partners NOT receiving ENRTF funding

Name	Title	Affiliation	Role
Fred Bengtson	Wildlife Manager	MN Dept of Natural Resources	Will assist sampling and stocking and disseminate findings
Dr. Danelle Larson	Research Scientist	MN Dept of Natural Resources	Will be the Project Manager, co-advise graduate students, supervise technicians and interns, disseminate findings.

VII. LONG-TERM- IMPLEMENTATION AND FUNDING: Studying super-wetlands in detail will provide new knowledge about the characteristics of wetlands that support key invertebrates as wildlife food. The stocking survey and experiments will bring awareness and engage citizen scientists to the issue of wetland degradation and restoration options. Our analyses will provide cost-benefit comparisons of wetland enhancement and amphipod stocking for interest groups such as Ducks Unlimited, MN Waterfowl Association, Audubon Society, the many Fishing and Angling groups, and MN DNR.

VIII. REPORTING REQUIREMENTS:

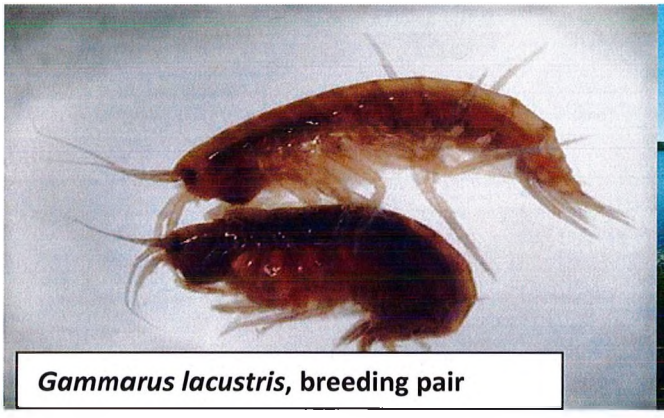
- **The project is for 3 years, will begin on July 1 2018, and end on June 30 2021.**
- **Periodic project status update reports will be submitted January 31 and June 30 of each year.**
- **A final report and associated products will be submitted between June 30 and August 15, 2021.**

IX. SEE ADDITIONAL WORK PLAN COMPONENTS:

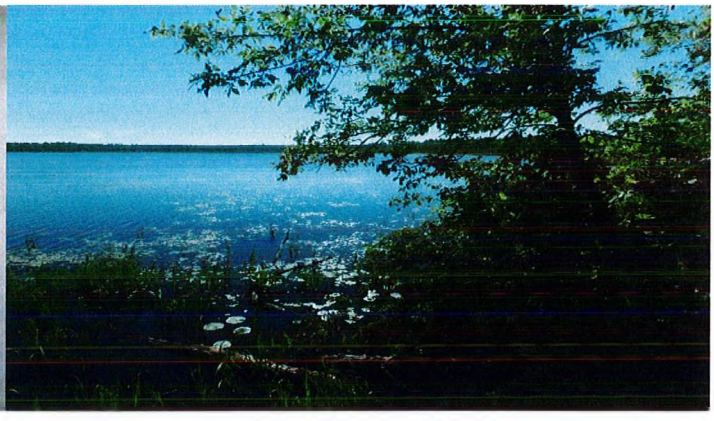
A. Budget Spreadsheet - separate document
B. Visual Component - attached
C. Research Addendum – separate document

Amphipods are vanishing from Prairie Pothole wetlands but ducks and salamanders are hungry!

Which habitat characteristics support amphipods in Minnesota's wetlands?



Gammarus lacustris, breeding pair



What is the efficacy of stocking amphipods?

FOR SALE

Gammarus Lacustris, freshwater shrimp, scuds for wetland restoration, forage or bait.
We are the first and only source for Gammarus in MN with over 25 years harvesting, handling and stocking.
Contact Barry Thoele 218-296-0446 p-13

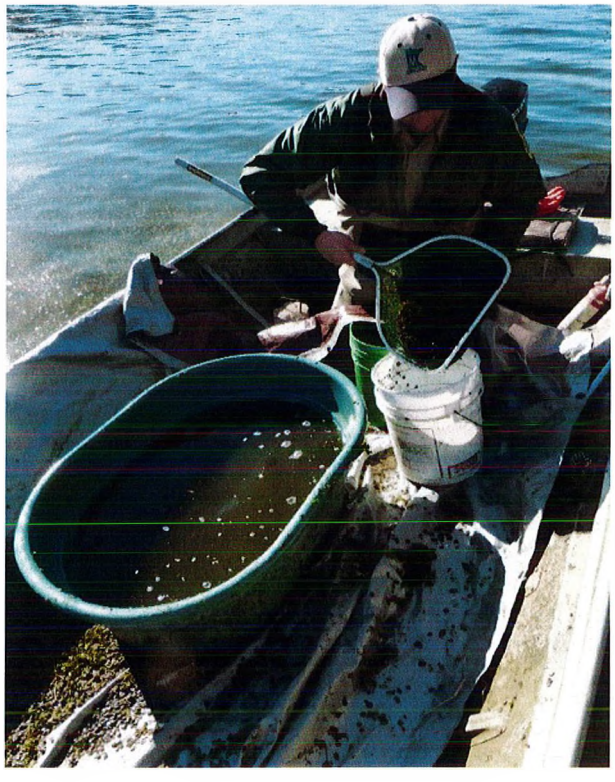


Exhibit B, Budget. For BSU Interagency Agreement

Environment and Natural Resources Trust Fund
M.L. 2018 Budget Spreadsheet (ENTRF Attachment A)

Project Title: Restoring Wetland Invertebrates to Revive Wildlife Habitat
Legal Citation: M.L. 2018, Chp. 214, Art. 4, Sec. 02, Subd. 08g
Project Manager: Dr. Danelle Larson
Organization: Minnesota Department of Natural Resources

College/Department/Division: Division of Fish and Wildlife

M.L. 2018 ENRTF Appropriation: $400,000
Project Length and Completion Date: 3 years, June 30, 2021

ENVIRONMENT AND NATURAL RESOURCES TRUST FUND BUDGET	TOTAL BUDGET	DNR Budget	BSU Budget	USGS Budget
BUDGET ITEM				
Personnel (Wages and Benefits) - Overall	$201,620	$0		
MN DNR Intern. 0.25% FTE. Summer 2018 and 2019. $15.00/hr and 0.0765% FICA. Two people in position type. Summer field workers to collect data with graduate students. (Total estimated amount $17,920)		$17,920		
Carl Isaacson, Bemidji State University. 0.15% FTE. Summer 2018-2020. Co-advise two graduate students, provide office and laboratory space, and run analytical chemistry. (Total estimated amount $27,000)			$27,000	
Michael Anteau, U.S. Geological Survey. 0.10% FTE. Summer 2018-2020. Scud expert to help design study, mentor two graduate students, and dessiminate findings. (Total estimated amount $32,700)				$32,700
Hire 2 graduate students through Bemidji State U. Environmental Studies Master's of Science Program. $62,000 per student, which includes tuition, benefits, and salary for 2 years. (Total estimated amount $124,000)			$124,000	
Professional/Technical/Service Contracts	$87,240	$0		
Contract with Lincoln Bait to provide technical consultation regarding Activity 1 and 2. Lincoln Bait will provide ~400 gallons of scuds at at rate of $60/gallon. Only provider in Minnesota. (Total estimated amount $29,000)		$29,000		
Interagency Agreement to Hire 4 Bemidji State University undergraduates to assist with field work and invertebrate counting. BSU has many trained students for invertebrates, and MNDNR has the facilities, microscopes, and invertebrate expertise for supervision. ($29,120 each of 2 years - Total estimated amount $58,240)			$58,240	
Equipment/Tools/Supplies	$45,174			
Activity 1 and 2: waders, temperature, oxygen, and pH meters and solutions; sampling bottles and nets; reagents for water chemistry		$45,174		
Travel expenses in Minnesota	$48,966	$0		
Conferences to present per two activites ($1333/conference)		$2,666		
Fleet FY18-20 (25,000 miles @ 0.78/mi; includes loaner and fuel expenses) (Total estimated amount $19,500)		$19,500		
Hotels and meal expenses FY18-20 (all personnel) (Total estimated amount $26,800)		$13,400	$13,400	
Other	$17,000			
Publications in peer-reviewed, open-access journals (4 pubs @ $2,000 each)		$8,000		
DNR Direct and Necessary		$9,000		
COLUMN TOTAL	$400,000	$144,660	$222,640	$32,700

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Natural Resources, hereinafter referred to as "DNR", and Bemidji State University, hereinafter referred to as "BSU".

Agreement

1 Term of Agreement

1.1 ***Effective date*:** January 1, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 ***Expiration date*:** December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

DNR SHALL:

Ensure all workers have taken the required safety training (e.g., Defensive Driving, Towing and Trailer Safety, and Watercraft and Electrofishing training) before allowing workers to operate state equipment.

Provide workers with the necessary equipment to execute the work, including vehicle, boat, and trailer.

BSU SHALL:

Perform the duties specified in Exhibit A, which is attached and incorporated into this agreement.

3 Consideration and Payment

BSU will submit one itemized invoice to the DNR by July 15 of each year for all work completed through June 30 of that year. Payments are in accordance with Exhibit B, which is attached and incorporated into this agreement.

The total obligation of DNR for all compensation to BSU under this agreement will not exceed $100,078.

4 Conditions of Payment

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

5 Authorized Representative

DNR's Authorized Representative is Melissa Treml, Fisheries Research & Policy Manager, 500 Lafayette Rd, St. Paul, MN 55155, 651-259-5231, melissa.treml@state.mn.us, or his/her successor.

BSU's Authorized Representative is Dr. Andrew Hafs, Associate Professor of Biology, Sattgast Hall 218A, Box #27, Bemidji, MN 56601, 218-755-2789, ahafs@bemidjistate.edu.

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

Signed: Mary Lavelle

Date: 11/19/18

150431 / PO 3-143656

2. BEMIDJI STATE UNIVERSITY

By: Laura Swanek
(With delegated authority)

Title: VP of Finance + Admin.

Date: 11/20/18

3. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: Patrick Rivera
(with delegated authority)

Title: Deputy Director, Fish & Wildlife

Date: 11/26/18

MLT 11/20/18
BP 11.21.18

Exhibit A

DIETS OF MUSKELLUNGE AND OTHER PISCIVORES IN MINNESOTA LAKES

Duration: **3 years, 1/1/2019 – 12/31/2021**

Project Overview:
Muskellunge (*Esox masquinongy*), Northern Pike (*Esox lucius*), Walleye (*Sander vitreus*), and Largemouth Bass (*Micropterus salmoides*) are popular piscivorous gamefish that often coexist naturally or through stocking efforts. Given the high degree of piscivory observed for these species, there is potential for interspecific competition and niche overlap. At times, fisheries biologists and anglers have expressed concerns about the influences of stocking top-level predatory fish on other game fish, or prey fish populations. In particular, impacts of Muskellunge on prey species and as potential competitors with other piscivores remain poorly known, but a recent Minnesota study seems to indicate that population-level effects are limited. Concerns from the public have focused primarily on game fishes (particularly Walleye, Black Crappie (*Pomoxis nigromaculatus*), and Bluegill (*Lepomis macrochirus*)), but impacts on other aquatic biota have also been expressed (e.g. Blanding's turtles in Big Marine Lake). Currently, there is no evidence to indicate that Muskellunge have a significant negative impact on Walleye, Largemouth Bass (*Micropterus salmoides*) and Smallmouth Bass (*Micropterus dolomieu*), or turtle populations, but very few quantitative assessments have been conducted.

This study will be led by Bemidji State University (BSU) in cooperation with MN DNR. Together these partners will gather needed data concerning the diets (feeding niches) and influences of Muskellunge, Walleye, Northern Pike and Largemouth Bass in a set of Minnesota lakes with contrasting prey fish communities. Piscivore diets will be assessed seasonally (spring, summer, late summer/fall) using traditional stomach content analysis. Resulting data will be used to quantify the feeding niches of Muskellunge, Walleye, Northern Pike, and Largemouth Bass in a factorial design comparing lakes with and without Cisco (*Coregonus artedi*) crossed with three types of Muskellunge lakes (native, introduced, or not present; Figure 1).

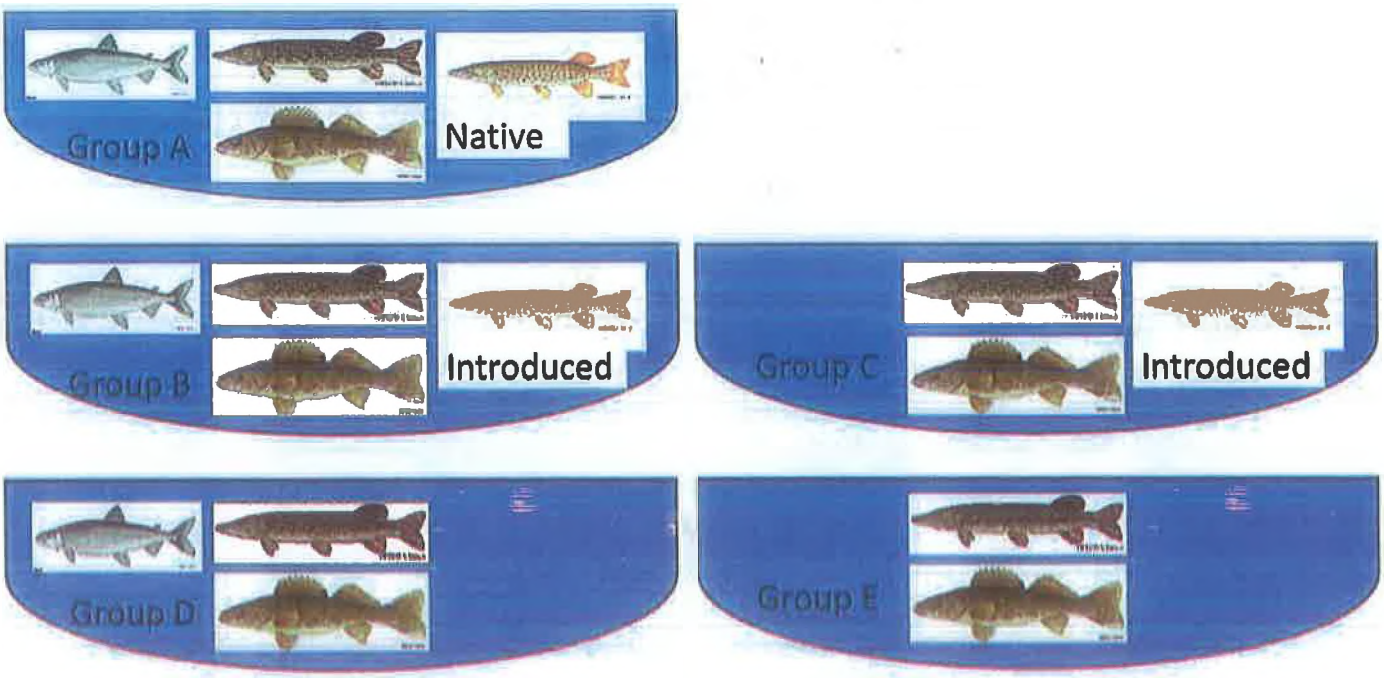


Figure 1. Proposed experimental design where Cisco (present/absent) is crossed with Muskellunge (native, stocked, or absent). A suitable group of study lakes in a native Muskellunge lakes without Cisco category do not exist. Only the Shoepack Lake population and a few remnant low density Muskellunge populations in the Park Rapids and Grand Rapids Fisheries Areas fall in this category. Logistics of working at Shoepack Lake, and our expectation that we will not be able to achieve target sample sizes of Muskellunge in the other lakes precluded including this group of lakes in our study.

Based on the previous data collected in Elk Lake (Herwig et al., unpublished data), we expect Cisco to be an important component of Muskellunge diets in lakes where this species is present/abundant (lakes in group A & B), so we expect lakes without Cisco (group C & D) to be an informative comparison that should reveal the preferences of Muskellunge for alternative prey sources. We predict Muskellunge will have diets dominated by Yellow Perch (*Perca flavescens*) and soft-rayed prey fishes, including White Sucker (*Catostomus commersoni*) and other catostomids, and native cyprinids. We predict that Freshwater Drum (*Aplodinotus grunniens*) may also be an important diet component where they are abundant. We will also attempt to explore the hypothesis that Muskellunge that have long coexisted with a native prey fish community and other native piscivores (Native, group A lakes), may show less niche overlap (reduced interspecific competition for prey resources) compared to lakes where MUE were more recently introduced (and/or receive maintenance stocking; group B & C lakes). We unsure exactly what form this specialization may take, but perhaps Muskellunge specialize to a greater degree on Cisco in the native lakes. Finally, to isolate the competitive and predatory effects of Muskellunge on Walleye, Northern Pike, and Largemouth Bass, a set of lakes with these piscivores present and Muskellunge absent (group D & E lakes) will be compared to the group A, B, C lakes. If piscivory by Muskellunge on Walleye, Northern Pike, or Largemouth Bass is occurring to a significant extent in any of our study lakes, we should be able to detect it in Muskellunge diets. Evidence for competition between Muskellunge and the other piscivores

could include wider or overlapping niches with Muskellunge when Muskellunge are present, or vastly different isotope niches in the presence of Muskellunge vs. when absent (e.g., Walleye niches shift from higher reliance on pelagic prey fish in the absence of Muskellunge to greater reliance on littoral prey fish in the presence of Muskellunge, just as a theoretical example).

We will sample approximately 1 lake per treatment group on average per year (5 lakes per year) during 2019, 2020, and 2021, for a total of 15 lakes. Specifically, we intend to sample 3 lakes in each group of lakes. Ideally, a range of lake sizes and depths and prey fish community compositions beyond just Cisco presence/absence will be additionally incorporated into our lake selection process, resulting in a broad range of lake and fish community characteristics within each treatment group.

BSU duties, specific methods, and deliverables

1. Using the experimental design outlined in Figure 1, Bemidji State University (BSU) will collect and analyze stomach contents of up to 30 fish each of Muskellunge, Walleye, Northern Pike, and Largemouth Bass in each of three seasons (spring, summer, and fall) in three study lakes in each of the five treatment groups. Piscivorous fish are notorious for having empty stomachs in traditional diet studies examining gut contents, thus additional fish may need to be sampled to reach the goal of 30 fish with diet items in their stomach contents.
2. BSU will make every effort to use routine surveys by the Minnesota Department of Natural Resources to capture fish. Specifically, spring Muskellunge netting and electrofishing during the spawning period will be used when possible. If required sample sizes are not achieved from routine surveys, additional electrofishing, short term gill net sets, and angling will be used to meet targets for all species, lake, and season combinations. A paucity of information is available in regards to the diets of offshore Muskellunge population, therefore BSU will make a concentrated effort to sample these fish, most likely via angling or recruiting volunteer angler from the public.
3. Upon capture, fish will be temporarily immobilized using Smith-Root's Electric fish handling gloves (https://www.smith-root.com/electrofishers/fhg), have total length measured and stomach contents will be removed using pulsed gastric lavage. One person will immobilize the fish and massage the stomach while another person will flush the stomach contents out with water into a net or container. Viewing tubes will also be used to check for missed items.
4. All organisms present in the stomach contents will be identified to the lowest taxonomic unit possible and fish will have total length measured for use in length-weight equations.
5. BSU will provide DNR with an estimate of the percent of total weight, percent frequency of occurrence, and percent of total energy for each prey taxon for each piscivore/lake/season combination sampled in each year. This information will be included in a progress report submitted to the DNR by December 31 each year (2019 & 2020). A final project report synthesizing all findings will be submitted to the DNR by December 31, 2021. A copy of the student's completed Master's thesis and all electronic data files associated with the work would be sufficient to fulfill the final reporting requirement.

Exhibit B

BUDGET

Item*	FY19 (Jan 1, 2019 - June 30, 2019)	FY20 (Jul 1, 2019 - June 30, 2020)	FY21 (Jul 1, 2020 - June 30, 2021)	FY22 (Jul 1, 2021 - Dec 31, 2021)	Total
M.S. student @ BSU Salary full year = $15,000+10%fringe = $16,500 Tuition full year = $5,326 Fees full year = $500	$11,163	$22,326	$22,326	$11,163	$66,978
Interns (1) Budgeted at $12/hr + FICA for 12 weeks/year	$2,067	$6,200	$6,200	$4,133	$18,600
Equipment & Supplies - BSU	$1,000	$1,000	$1,000		$3,000
Travel - BSU (hotel and meals)	$1,278	$3,833	$3,833	$2,556	$11,500
FY Sub-Totals & **Total Contract**	*$15,508*	*$33,359*	*$33,359*	*$17,852*	**$100,078**

*Fleet is covered in Bemidji Research's local budget. (Primarily using DNR truck.)

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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 Agreemen**
   A. ***Effective date***: July 1, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
   B. ***Expiration date***: June 30, 2021 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 three 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), Stephanie Ende (MDA), Andrew Murphy (MDA), and Tom Burri (DNR).

      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) **<u>General Water Chemistry / Miscellaneous Parameters.</u>**
         Approximately 3,388 inorganic and organic parameters shall be sent to the MDA for analysis in each of the fiscal years, FY20 and FY21; 6,776 total for both years combined. 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 (FY20)

DNR Section	# Allowable Parameters	Cost
Section of Fisheries	2,616	$55,209
Section of Wildlife	620	$13,085
Div. of Ecological and Water Resources	152	$3,208
Total	**3,388**	**$71,502**

Table 2. Parameters and Costs (FY21)

DNR Section	# Allowable Parameters	Cost
Section of Fisheries	2,616	$55,209
Section of Wildlife	620	$13,085
Div. of Ecological and Water Resources	152	$3,208
Total	**3,388**	**$71,502**

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.

4. **Deviation in Parameter Numbers.** If general water chemistry or fish contaminant 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 Tom Burri or successor. He 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 $71,502 to MDA in each fiscal year (FY20 and FY21) 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 FY20 and FY21 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 FY20 and FY21 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.

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 $462,204.

5. Authorized Representative

DNR's Authorized Representative is Tom Burri, Limnology Consultant, FAW, 651-259-5179, tom.burri@state.mn.us, or successor.

MDA's Authorized Representative is Treeske Ehresmann, Chemistry/Toxicology Unit Supervisor, 651-201-6576, treeske.ehresmann@state.mn.us, 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** – Tom Burri 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: Mary Lavelle

Date: 6-27-19

BP 6.28.19 Contract # 160805 / PO # 3000154186

DNR-Fisheries and Wildlife

By: [signature]

(With delegated authority)

Title: Acting Director, Fish + Wildlife

Date: 7/1/2019

Department of Agriculture

By: Andrea F. Vaubel

(With delegated authority)

Title: Deputy Commissioner

Date: 6/27/19

DNR-Ecological and Water Resources

By: [signature]

(With delegated authority)

Title: Director

Date: 7/1/19

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources - Division of Ecological and Water Resources / Division of Fish and Wildlife (DNR), and Minnesota Department of Agriculture (MDA).

Recitals

1. The DNR has an agreement with MDA identified as SWIFT Contract Number 160805 (”Original Agreement”) to provide analytical service for three different categories.

2. Due to budget constraints, the DNR is eliminating fish contaminant services for FY21 from the agreement.

3. The DNR and MDA are willing 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 <u>underlining</u> for insertions.

REVISION 1. Clause 2. **“Scope of Work”** is amended as follows:

A. DNR

1. Analytical Services. The parties have determined that MDA will provide three 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), Stephanie Ende (MDA), Andrew Murphy (MDA), and Tom Burri (DNR).

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~~ <u>agreement.</u>

a) <u>General Water Chemistry / Miscellaneous Parameters.</u>
Approximately 3,388 inorganic and organic parameters shall be sent to the MDA for analysis in each of the fiscal years, FY20 and FY21; 6,776 total for both years combined. 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 (FY20)

DNR Section	# Allowable Parameters	Cost
Section of Fisheries	2,616	$55,209
Section of Wildlife	620	$13,085
Div. of Ecological and Water Resources	152	$3,208
Total	**3,388**	**$71,502**

Table 2. Parameters and Costs (FY21)

DNR Section	# Allowable Parameters	Cost
Section of Fisheries	2,616	$55,209
Section of Wildlife	620	$13,085
Div. of Ecological and Water Resources	152	$3,208
Total	**3,388**	**$71,502**

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)~~ **b) 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.

4. **Deviation in Parameter Numbers.** If general water chemistry ~~or fish contaminant~~ 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 Tom Burri or successor. He 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~~ agreement; 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.

REVISION 2. Clause 3 **"Consideration and Payment", Paragraph B, Fish Contaminant Services,** is amended as follows:

B. Fish Contaminant Services

DNR-Fisheries and Wildlife shall provide $159,600 to MDA in each of FY20 ~~and FY21~~ 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.

REVISION 3. Clause 4. "**Conditions of Payment**" is amended as follows:

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 ~~$462,204.~~ $302,604

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Department of Agriculture

By: _____
(With delegated authority)

Title: _____

Date: _____

DNR-Fisheries and Wildlife

By: _____
(With delegated authority)

Title: _____

Date: _____

DNR-Ecological and Water Resources

By: _____
(With delegated authority)

Title: _____

Date: _____

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

1.1 ***Effective date***: July 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 ***Expiration date***: July 30, 2020, 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 processors with DNR for posting on its website.
- Create and maintain all paperwork regarding tracking of donated deer per MS 17.035.
- Reimburse $150 for each deer processed.
- Provide receipts and documentation to DNR for auditing purposes.
- When necessary, obtain venison and test samples for lead contamination.

3 Consideration and Payment

DNR will submit forms for an appropriation transfer from the venison donation account to MDA in the amount of $75,000.00 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 FY20. 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 May 22, 2019, MDA reported $8,287.65 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 $85,000.00 during this fiscal year.

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.

5 **Authorized Representative**
DNR's Authorized Representative is Barbara Keller, State Program Administrative Director, FAW, 500 Lafayette Rd, St. Paul, MN 55155, 651-259-5198, barbara.keller@state.mn.us, or her successor.

MDA's Authorized Representative is Nicole Neeser, Dairy and Meat Inspection Division Director, 625 Robert St. N. St. Paul, MN, 55155, 651-201-6225, nicole.neeser@state.mn.us, 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. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Mary Lavelle

Date: 5-22-2019

Contract #: 158240

2. DEPARTMENT OF AGRICULTURE

By: Nicole Neeser
Nicole Neeser, DVM

Title: Director, MDA DMID, Meat Program

Date: 5/23/19

BDI 6/3/19

3. DEPARTMENT OF NATURAL RESOURCES

By: Grant Wilson

Title: Acting Division Director, FAW

Date: 6/4/2019

STATE OF MINNESOTA
INTERAGENCY AGREEMENT
Amendment 1

Contract Start Date:	7/1/2019	Total Contract Amount:	$ 120,000.00
Original Contract Expiration Date:	7/30/~~2019~~ 2020	Original Contract:	$ 85,000.00
Current Contract Expiration Date:	n/a	Previous Amendment(s) Total:	$ -
Requested Contract Expiration Date:	n/a	This Amendment:	$ 35,000.00

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

Recitals

1. The DNR has a contract with MDA identified as SWIFT Contract Number 158240 ("Original Contract") to provide funding so MDA can compensate certified meat processors for processing hunter-harvested deer in Minnesota for donation to food charities.

2. The cost of reimbursement to the meat processors increased to $150 per deer, the total pounds of venison donated was at its highest level, costs of trucking increased, and two sessions of x-ray to include the late hunt/special hunt were added increasing salary and travel costs for staff.

3. The DNR and MDA are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and <u>underlining</u> for insertions.

REVISION 1. Clause 3. **"Consideration and Payment"** is amended as follows:

DNR will submit forms for an appropriation transfer from the venison donation account to MDA in the amount of $75,000.00 for venison collection and testing, administration of the program, and reimbursement of processors. An additional ~~$40,000~~ <u>$45,000.00</u> is available upon request by MDA if additional funds are needed for FY20. 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 May 22, 2019, MDA reported $8,287.65 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 ~~$85,000.00~~ <u>$120,000.00</u> during this fiscal year.

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

Signature page for contract #158240 Amendment 1 between the Minnesota Department of Natural Resources (DNR) and the Minnesota Department of Agriculture (MDA).

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Mary Kaisella

Date: 3-16-2020

SWIFT Contract No. 158240

2. DEPARTMENT OF AGRICULTURE

By: Thom Petersen

~~Nicole Nesser, DVM~~ Thom Petersen

Title: ~~Director, MDA DVMD, Meat Program~~ Commissioner

Date: 3/11/20

JL 3.13.20

3. DEPARTMENT OF NATURAL RESOURCES

By: Dave Olfelt

Dave Olfelt

Title: Division Director, FAW

Date: 3/13/2020

FY19 Interagency Agreement

State of Minnesota
SWIFT Contract No: 14440
SWIFT Purchase Order No: 3-135818

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, 2018, 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, 2019, 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, 2019. 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 DNR's Authorized Representative is Steve Michaels, DNR Licensing Program Director (or his/her successor), 500 Lafayette Rd, Saint Paul MN 55155. 651-355-0150.

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 Statues 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 Ace and all applicable state and federal laws.

1 STATE ENCUMBRANCE VERIFICATION

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

Signed: Kristel Retter

Date: July 6, 2018
144430/3-135818

2 Minnesota Department of Natural Resources

JL 7-6-18

By: James T. Hack

Title: Director, Div of Fish & Wildlife

Date: 7-9-18

3 Minnesota Department of Administration

By: Catherine Chesebrow
(with delegated authority)

Title: Supervisor, Central Mail

Date: 7-9-18

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

Agreement Start Date:	7/1/2018	Total Agreement Amount:	$
Original Agreement Expiration Date:	6/30/2019	Original Agreement:	$
Current Agreement Expiration Date:	6/30/2019	Previous Amendment(s) Total:	$
Requested Agreement Expiration Date:	8/31/2019	This Amendment:	$

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources (DNR) and the Minnesota Department of Administration Plant Management Division (Central Mail).

Recitals

1. The State has an agreement with Central Mail identified as SWIFT contract number 144430 ("Original Agreement") to provide production and processing of postcard mailings on behalf of the DNR.

2. The agreement is being amended while Central Mail develops a FY20 budget and new rate schedule. Once complete, a new contract will be created to reflect the new rate schedule.

3. The DNR and Central Mail are willing 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:

1.1 ***Effective date***: July 1, 2018, 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, 2019~~ August 31, 2019, or until ~~all obligations have been satisfactorily fulfilled~~ a new rate schedule is available and a new contract can be agreed upon, whichever occurs first.

REVISION 2. Clause 5. **"Authorized Representative"** is amended to add:

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~~ DNR's Authorized Representative is ~~Ray Kappers~~ Lynnae Johnson, 500 Lafayette Rd, Saint Paul, MN 55155 ~~DNR Supervisor~~ (or his/her successor), ~~444 Lafayette Rd, Saint Paul MN 55155~~. 651-355-~~0145~~ 5007.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: N/A

Date: 6/20/19

SWIFT Contract No. 144430 / 3-135818

2. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: _____
(with delegated authority)

Title: Acting Division Director, FAW

Date: _____

3. MINNESOTA DEPARTMENT OF ADMINISTRATION

By: _____
(with delegated authority)

Title: Supervisor, Central Mail

Date: 6-19-19

Amendment No. 2
Contract 144430

Contract Start Date:	7/1/2018	Total Contract Amount:	$
Original Contract Expiration Date:	6/30/2019	Original Contract:	$
Current Contract Expiration Date:	8/31/2019	Previous Amendment(s) Total:	$
Requested Contract Expiration Date:	6/30/2020	This Amendment:	$

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources (DNR) and the Minnesota Department of Administration, Facilities Management (Central Mail).

Recitals

1. The State has an agreement with Central Mail identified as SWIFT contract number 144430 ("Original Agreement") to provide production and processing of postcard mailings on behalf of the DNR

2. The agreement is being amended to extend the expiration date and adjust to a new rate schedule.

3. The DNR and Central Mail are willing to amend the Original Agreement as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and <u>underlining</u> for insertions.

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

1.1 ***Effective date*:** June 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 ***Expiration date*:** ~~August 31, 2019~~ <u>June 30, 2020</u>, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of terms*:** The following clauses survive the expiration or cancellation of this Contract: 8. Indemnification; 9. State audits; 10. Government data practices and intellectual property; 14. Publicity and endorsement; 15. Governing law, jurisdiction, and venue; and 16. Data disclosure.

REVISION 2. Clause 3. **"Consideration and Payment"** is

Amended to remove:

~~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, 2019. Payment should be made directly to:~~
~~Vendor: G020000000 Location: 000 Address: 9~~

And replace with:

DNR will compensate Central Mail for the printing jobs completed based on the rates set by the Department of Administration and approved by Minnesota Management and Budget. The FY20 rates that are effective as of July 1, 2019 are listed in Attachment A1

Iteminzed invoices will be filed in arrears, not more often than monthly.

Payment should be made directly to: Vendor: G020000000 Location: 009 Address: 9

The Original Contract and any previous amendments are incorporated into this amendment by reference

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Mary Lavelle

Date: 1-29-2020

SWIFT Contract No. 144430 / PO 3-155427

2. Minnesota Department of Natural Resources

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

1-29-2020

By: Dewand Jeffers

Title: Director, Div of Fish & Wildlife

Date: 1/30/2020

3. Minnesota Department of Administration

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____

(with delegated authority)

Title: Director

Date: 1/29/20

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy

ATTACHMENT A1 – RATE SHEET

FY20 Rates – Effective July 1, 2019	
SERVICE	**RATE**
Set up and data import	$51.00 1x per week per job
NCOA, address Standardization and Zip+4	$15.00 per 1,000
Addressing	$17.50 per 1,000
Customization	$6.50 per 1,000
Custom – Indicia	$6.50 per 1,000
Sort / Bar Code Quantity Rate	$0.010 per piece

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

2. **Authorized Agents:**
   The following persons will be the primary contacts and authorized agent for all matters concerning this agreement:

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

   DNR: Barb Naramore, Deputy Commissioner, 500 Lafayette Rd. N, Saint Paul, MN 55155 (651) 259-5033

3. **Consideration and terms of Payment**
   In consideration for sustainability services provided, DNR agrees to contribute to this effort as follows:
   - If the method of payment is an appropriation transfer, the SWIFT accounting codes are: Fund 2001, FinDeptID G021ADMN, Approp ID G027203
   - If paying by invoice, the coding will be the same as above except that the FinDeptID will be G0231009
   - Please submit the following amounts not later than July 22nd of each fiscal year:
     FY 2020: **$52,400** FY 2021: **$52,400** Total for the biennium: **$104,800**

4. **Terms of Agreement**
   This agreement is effective July 1, 2019 and shall remain in effect until June 30, 2021.

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

Approved:

Department of Administration	Department of Natural Resources
By: Erin M Campbell	By: Barb Naramore
Title: Assistant Commissioner	Title: Deputy Commissioner
Date: 6·24·19	Date: 6/24/19

Contract #159900 KM 6/21/19 (transfer of funds)

STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN THE
DEPARTMENT OF NATURAL RESOURCES AND
OFFICE OF THE ATTORNEY GENERAL
FY 2020

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; 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 2020 (July 1, 2019 through June 30, 2020) 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 $133.00 for attorney services and $85.00 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 prior to preparing an invoice. DNR shall promptly notify the AGO of its intent to dispute a portion of the report and the basis for its dispute. If the DNR contests a portion of a report the parties will try to promptly resolve the issue.
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, with prior consent of the DNR, 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 Mary Robison, 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, 2019.

5. **Reporting:** Hours of legal services and a description of work performed by matter for 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 together with a description of the work performed by matter 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, work performed, 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, 2019.

   Each billing report will typically include two (2) complete pay periods. Billing reports may contain (3) complete pay periods in certain months or less than (2) complete pay periods at the beginning and end of the fiscal year.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 Report to the DNR detailing the status of all DNR matters in which the AGO is representing the DNR. The Report shall be sent to the Commissioner and the DNR General Counsel on or before the 25th 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 and the DNR General Counsel 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 and DNR's General Counsel 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 Mary Robison, 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 2020 is estimated by the DNR and the AGO to be $800,000. This amount of AGO legal services is merely an estimate and actual billings will be based on work performed by the AGO on behalf of the DNR.

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 Barb Naramore, Deputy Commissioner.

APPROVED:

DEPARTMENT OF NATURAL RESOURCES

By: Barb Naramore

Barb Naramore
Deputy Commissioner

Date: 9/7/19

OFFICE OF THE ATTORNEY GENERAL

By: John C. Kelley

Title: Chief Deputy

Date: 9/12/19

MINNESOTA MANAGEMENT & BUDGET

By: _____

Title: Deputy Commissioner

Date: 9/13/19

|#4474454-v1

DNR Contract #166809
PO #3-161387 KM 9/20/19

DNR Contract # 168701
PO # 3-163180

Hennepin Technical College
CUSTOMIZED TRAINING SERVICES

MINNESOTA STATE

F.Y.:	Cost Center:	Obj. Code:	Amount:	Vendor #: 0000193862 - 004	P.O. #:

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

HENNEPIN TECHNICAL COLLEGE

INTER-AGENCY AGREEMENT

Agreement #20085
Revised: October 16, 2019

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of Hennepin Technical College (hereinafter "MnSCU"), located at Law Enforcement and Criminal Justice Education Center (LECJEC), 9110 Brooklyn Boulevard, Brooklyn Park, MN 55445-2389 is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the **Minnesota Department of Natural Resources** (hereinafter " STATE AGENCY") located at **15011 Hwy 115 - Camp Ripley, Attn: Shane Kirlin, Little Falls, MN 56345** is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

   a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

      i. provide MnSCU the use of their agency handguns, rifles and shotguns for cadet firearms training; 1000 rounds of ammo for pistol PER cadet; 200 rounds of rifle ammo per cadet; 5 rounds of 12-gauge slug per cadet; 15 rounds of OO buck ammo per cadet; 100 dummy rounds; eye and ear protection, and any other necessary firearms supplies. Provide MnSCU with custody of agency weapons and ammunition no less than five days prior to the first day of Firearms Session #1 (Firearms Day 1; February 25, 2020).

      provide the Customized Training Services (CTS) representative with the following:

      ii. Official transcripts (in an unopened envelope) by November 4, 2019 no less than 1 month prior to the first day of class;
      iii. Completed admission forms for all cadets by November 4, 2019 no less than 1 month prior to the first day of class;
      iv. All POST mandated documents for each cadet by November 4, 2019 no less than 1 month prior to the first day of class.

      The POST mandated documents must include:

- The successful passing of a law enforcement psychological evaluation within 1 year from the start of the program;
- A physician's approval that the candidate is fit to participate in the program, dated within 1 year from the start of the program;
- A criminal history check verifying the candidate has no disqualifying criminal convictions per the Minnesota Minimum Selection Standards Administrative Rule 6700.0700.

v. a final roster of cadets attending the program by November 25, 2019 no less than one (1) week prior to the first day of class.

The STATE AGENCY will provide each cadet with a uniform consisting of the following:

- No less than one (1) customized polo shirt(s) bearing the employing agency patch;
- No less than one (1) pair of tactical duty uniform-style pant(s) (PANTS WILL NOT BE BLOUSED);
- No less than one (1) t-shirt with cadet's last name "screen printed" on BOTH sides (for tactical courses);
- one (1) sweatshirt with cadet's last name "screen printed" on the BOTH sides (for tactical courses);
- (Optional) Sweatpants to be worn during Defensive Tactics training;
- No less than one (1) pair of gym shorts to be worn during Defensive Tactics training;
- Athletic shoes and socks (white or black athletic footwear and socks) to be worn for Defensive Tactics training;
- Agency- issued duty equipment will include an underbelt, duty belt, agency-issued firearm holster, *training gun (*only if the agency-issue holster does not fit a 9mm Glock), no less than 4 belt keepers, a chemical spray holder, agency-issued magazine pouches (must hold no less than 2 magazines), at least one (1) pair of handcuffs, a handcuff case, a flashlight, a flashlight holder, a baton, a baton holder and a TASER holster.

b. MnSCU'S DUTIES. MnSCU shall:

i. Title of Instruction: DNR Cadet Program

ii. Date (s) of Instruction: December 2, 2019 - April 24, 2020 from 8:00 a.m. to 5:00 p.m.

iii. Name of Instructor: Staff

iv. Location: The cadets will receive their education at four different locations to complete specific components of their program. They are as follows:

- Century College, 3300 Century Ave N, White Bear Lake, MN 55110 to be held in various classrooms at this location for general education coursework;
- Dakota County Technical College, 1300 145th Street E, Rosemount, MN 55068 driving range for the completion of the POST-mandated Emergency Vehicle Operation course.
- Hennepin Technical College, 9000 Brooklyn Blvd., Brooklyn Park, MN 55445 to be held at this location to complete Emergency Medical Responder certification;
- Hennepin Technical College - Law Enforcement & Criminal Justice Education Center, 9110 Brooklyn Blvd., Brooklyn Park, MN 55445 to be held in various classrooms at this location for academic coursework and practical coursework.

v. Other: provide handout and some of the necessary equipment will be provided in addition to instructors, PPOE certified courses, and sign-off for cadets for POST exam testing eligibility.

2. CONSIDERATION AND TERMS OF PAYMENT.

   a. Consideration for all services performed by MnSCU pursuant to this Agreement shall be paid by the STATE AGECNY as follows:

      one hundred twenty-two thousand eight hundred seventy dollars ($122,870.00) for eight (8) cadets, unless STATE AGECNY provides notice indicating lower attendee count by November 25, 2019.

   b. Terms of Payment. Payment shall be made by STATE AGENCY within thirty (30) days after MnSCU has presented invoices for services performed to STATE AGENCY.

3. CONDITIONS OF PAYMENT. All services provided by MnSCU pursuant to this Agreement shall be performed to the satisfaction of the STATE AGENCY, as determined at the sole discretion of its Authorized Representative.

4. TERMS OF AGREEMENT. This agreement shall be effective **12/2/2019**, or upon the date that the final required signature is obtained by the MnSCU, whichever occurs later, and shall remain in effect until **4/24/2020** or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

   a. The STATE AGENCY'S Authorized Representative for the purposes of administration of this Agreement is:

      Name and Title: Shane Kirlin, Captain
      Address: 15011 Hwy 115 - Camp Ripley, Attn: Barb Wittowski, Little Falls, MN 56345
      Telephone: 320-412-1180 Fax:
      E-Mail: shane.kirlin@state.mn.us

   b. MnSCU'S Authorized Representative for the purpose of administration of the Agreement is Erik Gohl, Dean of Workforce Education/Customized Training or his successor.

      MnSCU's contact person for this Agreement is:

      Name: Thomas Engels
      Telephone: 763-763-657-3707 Fax: 763-488-2733 E-Mail: Thomas Engels@hennepintech.edu

   Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.

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

9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

    a. MnSCU shall own all rights, title and interest in all of the materials conceived or created by MnSCU, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

       MnSCU hereby assigns to STATE AGENCY all rights, title and interest to the MATERIALS. MnSCU shall, upon request of STATE AGENCY, execute all papers and perform all other acts necessary to assist STATE AGENCY to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement MnSCU, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to STATE AGENCY by MnSCU, its employees and any subcontractors and MnSCU, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of MnSCU obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

    b. MnSCU represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

12. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

13. OTHER PROVISIONS. None

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. STATE AGENCY - MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By (authorized signature)	
Title	Director Ent
Date	10/30/19

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature)	
Title	Account Officer Senior
Date	10/31/19

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES
HENNEPIN TECHNICAL COLLEGE

By (authorized signature)	
Title:	President
Date	11/7/2019

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement)	
Title	Director of Finance
Date	11-12-19

Hennepin Technical College
CUSTOMIZED TRAINING SERVICES

MINNESOTA STATE

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

HENNEPIN TECHNICAL COLLEGE

ADDENDUM --
AMENDED PARAGRAPH

ADDENDUM TO CONTRACT #20085

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Hennepin Technical College (hereinafter "the College") and MN Dept of Natural Resources, Attn: Shane Kirlin, 15011 Hwy 115 - Camp Ripley, Little Falls, MN 56345 (hereinafter "the Contractor") have entered into a contract; and

WHEREAS, the College and the Contractor have agreed that additional provisions are necessary to implement the contract; and

WHEREAS, paragraph 2. a. of the contract of the parties provides that:

2. CONSIDERATION AND TERMS OF PAYMENT.

   a. Consideration for all services performed by MnSCU pursuant to this Agreement shall be paid by the STATE AGECNY as follows:

      one hundred twenty-two thousand eight hundred seventy dollars ($122,870.00) for eight (8) cadets, unless STATE AGECNY provides notice indicating lower attendee count by November 25, 2019.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

That the paragraph 2. a. shall be amended to read:

2. CONSIDERATION AND TERMS OF PAYMENT.

   a. Consideration for all services performed by MnSCU pursuant to this Agreement shall be paid by the STATE AGECNY as follows:

      one hundred twenty-one thousand four hundred seventy dollars ($121,470.00) for seven (7) cadets.

Except as herein amended, the provisions of the contract remain in full force and effect.

1. **CONTRACTOR: MINNESOTA DEPARTMENT OF NATURAL RESOURCES**

By: (Authorized Signature) Greg Lalu	
Title: Assistant Director	
Date: 11/22/19	

2. **HENNEPIN TECHNICAL COLLEGE**

By: (Authorized college signature)	
Title: VP of Academic Affairs President	
Date: 12/5/2019	

Hennepin Technical College℠

December 6, 2019

Shane Kirlin
MN Dept of Natural Resources
15011 Hwy 115 - Camp Ripley
Attn: Barb Wittowski
Little Falls MN 56345

Dear Captain Kirlin:

Enclosed you will find your fully executed contract addendum for the customized training, DNR Cadet Program.

The contact person for this training program is:

Thomas Engels, Coordinator
Ph: 763-657-3707 Email: Thomas.Engels@hennepintech.edu

Please contact Thomas if you have any questions about the contract or the training program. You will be invoiced for this contract upon completion of training. Thank you for the opportunity to work with you in meeting your customized training needs.

Sincerely,

Tracy Scran
Contract Manager

STATE OF MINNESOTA
SHARED SERVICES/INCOME AGREEMENT

WHEREAS, the Commissioner of Human Services is authorized to allow Minnesota Sex Offender Program Facility to enter into shared services contracts with other governmental entities and both nonprofit and for-profit organizations pursuant to Minnesota Statutes, Section 246.57; and

WHEREAS, Department of Human Services, acting through its Minnesota Sex Offender Program, may establish, equip, maintain and operate the Minnesota State Industries (MSI) (hereinafter STATE) at any sex offender program facility pursuant to Section 246B.06; and

WHEREAS, the Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155-4016, (hereinafter "PURCHASER") requires Fulfillment Services and the STATE is able and willing to provide such services;

NOW, THEREFORE, IT IS AGREED:

1. **DUTIES OF THE STATE**
   The STATE agrees to provide the following:
   - 1.1 Management and staffing to oversee, inventory management, (re)order and fulfillment of document dissemination service requests for PURCHASER's products to its business partners and clients.
   - 1.2 A primary contact, Charlie Hoffman, or his successor to coordinate with the PURCHASER on transportation, inventory, and storage of PURCHASER's product.
   - 1.3 Up to 5000 sq. ft. cubed of climate-controlled storage for PURCHASER's product at the rate of $25 per pallet and $2.00 per bin invoiced monthly for actual pallets stored or actual bins in use.
   - 1.4 Document handling, shipping, materials management and inventory control functions on PURCHASER's stored inventory.
   - 1.5 Development and maintenance of online ordering/tracking/inventory control system, providing all necessary hardware, software, and ongoing system support at a cost of $500 per month including all administrative and call center responsibilities.
   - 1.6 A user-friendly ordering site/portal that aligns with and appears similar to other DNR web pages. Changes to the site should approved by the DNR.
   - 1.7 Provide Reporting capabilities through web access for the PURCHASER to obtain transaction history, inventory control reports, or other reports upon request.
   - 1.8 Same day shipment of online orders received before 12:00 noon.
   - 1.9 Freight estimates on shipments when requested.
   - 1.10 Transportation network of low cost carriers.
   - 1.11 Notify the PURCHASER at least 5 days in advance of when services will be unavailable for fulfillment due to scheduling.

1.12 Rotate stock using the FIFO (First-In-First-Out) method to ensure depletion of old merchandise first.

1.13 Complete an annual physical inventory and provide the PURCHASER a copy of the annual inventory report, and additional inventory reports upon request.

1.14 Complete monthly inventory of pallet and bin counts at the end of each month to reconcile monthly billing.

2. DUTIES OF PURCHASER

The PURCHASER agrees to:

2.1 Pay the STATE for actual space occupied up to 5000 sq. ft. cubed of fulfillment space.

2.2 Pay all shipping and freight costs associated with warehousing and distributing PURCHASER's product.

2.3 Provide the STATE with reorder points for PURCHASER's product stored by the STATE.

2.4 Provide a primary contact, Purchasing Supervisor, or designee to coordinate with the STATE on services required.

2.5 Conduct a minimum of one annual site visit to review warehouse operations.

3. CONSIDERATION AND PAYMENT

A. Consideration. Consideration for all services performed and goods or materials supplied by the STATE pursuant to this agreement shall be paid by PURCHASER as follows:

3.1 PURCHASER shall pay STATE for actual shipping and freight costs incurred during the monthly billing period.

3.2 PURCHASER shall pay STATE $25 per pallet and $2.00 per bin per month for actual product stored at STATE warehouse.

3.3 PURCHASER shall pay STATE $1.60 transaction fee per order placed.

3.4 PURCHASER shall pay STATE a $500 monthly administrative fee that includes development and maintenance of online ordering/tracking/inventory control system, providing all necessary hardware, software, and ongoing system support and any other administrative or call center responsibilities.

B. Terms of Payment. Payment shall be made by PURCHASER within 30 days after the STATE has presented invoices for services performed or goods or materials supplied to PURCHASER.

4. TERM OF CONTRACT

The term of this contract shall be April 14, 2018 to April 13, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever comes first.

5. **AUTHORIZED REPRESENTATIVES**
The STATE's authorized representative for purposes of this contract is **Charlie Hoffman**, or his successor. The PURCHASER's authorized representative for purposes of this contract is **Evaliz Parent,** or her successor. Each authorized agent shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other part are paid pursuant to the terms of this contract.

6. **ASSIGNMENTS**
Neither the STATE nor PURCHASER shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.

7. **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.

8. **INFORMATION PRIVACY**
It is expressly agreed that the PURCHASER will not be handling private or confidential data on individuals, or non-public data not on individuals, collected by STATE and is therefore not a member of or included within the "welfare system" for purposes of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13, and in particular §13.46) as a result of this contract. If PURCHASER is required to comply with the Data Practices Act for reasons that are independent of this contract, PURCHASER acknowledges that it accepts sole responsibility for such compliance.

It is expressly agreed that PURCHASER will not be handling "protected health information" collected by STATE (information that identifies an individual as having applied for, being or having been eligible for, or receiving or having received health care services, as set forth in 45 CFR §160.102). PURCHASER is not a "business associate" of STATE, as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR §160.103. Therefore, PURCHASER is not required to comply with the privacy provisions of HIPAA as a result of or for purposes of performing under this grant. If PURCHASER has responsibilities to comply with HIPAA for reasons other than this grant, PURCHASER will be responsible for its own compliance.

9. **LIABILITY**
The liability of the STATE is limited by Minnesota Statutes, section 3.736. The STATE and the PURCHASER agree that, to the extent provided for in state law, each shall be responsible for any loss, damage or injury arising from its own negligence.

10. PUBLICITY

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the STATE's Authorized Representative.

11. TERMINATION

Either party may terminate this agreement at any time, with or without cause, upon 90 days' written notice to the other party.

12. OTHER PROVISIONS

12.1 FACILITY DISTURBANCE: It is understood by the PURCHASER that in order to perform this contract, STATE will be relying on the services of clients housed in a secured treatment facility. Any disturbance at the facility may affect the release of clients who are assigned to perform PURCHASER's services under this contract. The PURCHASER agrees not to hold the STATE responsible for any loss incurred by the PURCHASER due to the unavailability of clients for reasons beyond the control of the STATE or as a result of necessary security practices. In the event of such a disturbance or other lockdown, restriction of normal project operation will be minimized if possible, PURCHASER will be notified immediately upon lifting of any restriction, and resumption of operations will be authorized as soon as possible.

12.2 CONFIDENTIALITY: The PURCHASER is aware that the Contract is a public document. The STATE will not publish the details of the Contract and only provide information concerning the details if requested in writing and immediately inform the PURCHASER of the request and identify the requesting party and the nature of the request.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: 4/4/18

Contract/PO: 139032/PO 3- 128760

2. PURCHASER

By: _____
(With delegated authority)

Title: DNR CFO

Date: 4-11-18

3. STATE AGENCY

By: _____
(with delegated authority)

Title: Executive Director

Date: 4-5-2018

DNR Contract 151306 14MNR,
Income to DNR

STATE OF MINNESOTA
MASTER INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Military Affairs, 15000 Highway 115, Camp Ripley, Little Falls, MN 56345-4173 ("Requesting Agency"), and the Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155-4040 ("Providing Agency").

Recitals

1. The Requesting Agency is in need of support in the following areas:
   a. Flora and Fauna Surveys
   b. Biological Research
   c. Wildlife Management Practices
   d. Natural Resources Planning
   e. Technical Report Writing
   f. Environmental Outreach
   g. Protected Species Management
   h. Pest Management
   i. Forest Management
   j. Prescribed Burning

2. Reference Cooperative Agreement, dated 11 September 2002.

Agreement

1 Term of Master Agreement

1.1 Effective date: 1 January 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
The Providing Agency must not accept work under this master agreement until this master contract is fully executed and the Providing Agency has been notified by the Requesting Agency that it may begin accepting Work Order Agreements.

1.2 Work Order Agreements: The term of work under work order agreements issued under this master agreement may not extend beyond the expiration date of this master agreement.

1.3 Expiration date: 31 December 2024.

2 Scope of Work

2.1 Duties of the Providing Agency.
Provide personnel, transportation, equipment, supplies, and services, for the purposes of accomplishing tasks described in each work order agreement issued. A complete detailed description of required work will be furnished in each work order agreement issued.

The Providing Agency understands that only the receipt of a fully executed work order agreement authorizes the Providing Agency to begin work under this master agreement. Any and all effort, expenses, or actions taken before the work order agreement is fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expenses of the Providing Agency.

The Providing Agency understands that this master agreement is not a guarantee of a work order agreement. The Requesting Agency has determined that it may have need for the services under this master agreement, but does not commit to spending any money with the Providing Agency.

2.2 Duties of the Requesting Agency. Duties will be furnished in each work order agreement issued.

3 **Time**

The Providing Agency must comply with all the time requirements described in work order agreements.

4 **Consideration and Payment**

4.1 (1) **Consideration.** The Requesting Agency will pay for all services performed and, if applicable, ancillary goods or materials supplied, by the Providing Agency for all work order agreements issued under this master agreement. The total compensation for all work order agreements may not exceed Two Million and No/100 Dollars ($2,000,000.00).

(2) **Indirect Costs.** The amount allowed shall not exceed that authorized in OMB Circular A-87.

4.2 **Payment**

(1) **Invoices.** The Requesting Agency will pay the Providing Agency within 30 days of the Requesting 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.

5 **Conditions of Payment**

All services provided by the Providing Agency under a work order agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Project Manager and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Providing Agency will not receive payment for work found by the Requesting Agency to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representatives and Project Managers**

The Requesting Agency's Authorized Representative for this master agreement is Ms. Laurie Hanrahan, Department of Military Affairs, Facilities Management Office, Camp Ripley, 15000 Highway 115, Little Falls, MN 56345-4173 or her successor, and has the responsibility to monitor the Providing Agency's performance.

The Requesting Agency's Project Manager will be identified in each work order agreement.

The Providing Agency's Authorized Representative is Ms. Kim Montgomery, Department of Natural Resources, 500 Lafayette Road, Box 10, St. Paul, MN 55155-4010, telephone 651.259.5567, or her successor. If the Providing Agency's Authorized Representative changes at any time during this master agreement, the Providing Agency must immediately notify the Requesting Agency.

The Providing Agency's Project Manager will be identified in each work order agreement.

7 **Amendments**

Any amendment to this master agreement or any work order 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 master agreement, or their successors in office.

8 **Liability**

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

9 **Ownership Of Materials And Intellectual Property Rights**

9.1 The Requesting Agency shall own all rights, title and interest in all of the materials conceived or created by the Providing Agency, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

The Providing Agency hereby assigns to the Requesting Agency all rights, title and interest to the MATERIALS. Providing Agency shall, upon request of the Requesting Agency, execute all papers and perform all other acts necessary to assist the Requesting Agency to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this agreement by the Providing Agency, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the Requesting Agency by the Providing Agency. The Providing Agency's employees and any subcontractors, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the Providing Agency's obligations under this agreement without the prior written consent of the Requesting Agency's authorized representative except pursuant to the Minnesota Data Practices Act and other applicable laws.

9.2 Providing Agency represents and warrants that MATERIALS produced or used under this agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

10 Publicity and Endorsement

Any publicity regarding the subject matter of a work order agreement must identify the Requesting Agency as the sponsoring agency and must not be released without prior written approval from the Requesting Agency's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Providing Agency individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order agreement.

11 Termination

11.1 This master agreement and any work order agreements may be canceled by the Requesting Agency or Providing Agency at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation the Providing Agency shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

11.2 Termination for Insufficient Funding. This master agreement and any work order agreements may be canceled by the Requesting Agency or Providing Agency at any time, if funding is not obtained from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the other party. The Requesting Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Providing Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Requesting Agency will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The Requesting Agency must provide the Providing Agency notice of the lack of funding within a reasonable time of the Providing Agency's receiving that notice.

12 Other Provisions

EXHIBIT A, Special Conditions for Contract Work Involving Federal Funds, is attached and incorporated into this agreement.

1. PROVIDING AGENCY
DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: Steve Colvin, Director EWR

Date: 12/4/18

By: _____

Title: Craig Schmid, Deputy Director

Date: 12-5-18

2. REQUESTING AGENCY
DEPARTMENT OF MILITARY AFFAIRS

By: _____ DONALD J. KERR EXECUTIVE DIRECTOR

for Major General Jon A. Jensen

Title: Adjutant General

Date: 12 Dec. 2018

EXHIBIT A

SPECIAL CONDITIONS FOR CONTRACT WORK INVOLVING FEDERAL FUNDS

Master Interagency Agreement between the
Department of Military Affairs and the Department of Natural Resources
(Project No. 19130)

EXHIBIT A
SPECIAL CONDITIONS FOR CONTRACT WORK INVOLVING FEDERAL FUNDS

To the extent applicable, the State is required to insert the substance of the following provisions in all contracts, unless State laws or regulations offer more protection.

1. Applicable Law.

This contract is incidental to the implementation of a Federal program. Accordingly, this contract shall be governed by and construed according to federal law as it may affect the rights, remedies, and obligations of the United States.

2. Governing Regulations.

To the extent not inconsistent with the express terms of the Master Cooperative Agreement (MCA) No. W912LM-16-2-1000 between the National Guard Bureau and the State of Minnesota, the provisions of Title 2 Code of Federal Regulations (CFR) Part 200, and NGR 5-1, are hereby incorporated into this Contract by reference as if fully set forth herein, shall govern this Agreement. Attachment A consists of those provisions of part 200 which are terms & conditions commonly applicable to NGB assistance instruments.

3. Nondiscrimination.

The Contractor/Vendor covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.

b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

4. Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

5. **Drug-Free work Place.**

The Contractor/Vendor covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

6. **Environmental Protection.**

a. The Contractor/Vendor covenants and agrees that its performance under this Agreement shall comply with:

(1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
(2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
(3) The Resources Conservation and Recovery Act (RCRA);
(4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
(5) The National Environmental Policy Act (NEPA);
(6) The Solid Waste Disposal Act (SWDA));
(7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
(8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to the awarding agency (NGB) any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

7. **Use of United States Flag Carriers.**

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

8. Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and subrecipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and subrecipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies.

9. Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

10. Uniform Relocation Assistance and real Property Acquisition Policies

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

11. Copeland "Anti-Kickback" Act.

The state covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

12. Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

13. System for Award Management and Data Universal Numbering Requirements

The Contractor/Vendor covenants and agrees to comply with the System for Award Management (SAM) and Data Universal Numbering Requirements (DUNS) as indicated below:

a. Requirement for SAM. You as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this Agreement or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for DUNS Numbers. If you are authorized to make subawards under this Agreement, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph (*c*) of this Agreement term) may receive a subaward from you unless the entity has provided its DUNS number to you; and

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(3) Definitions. For purposes of this Agreement:

(a) SAM means the official U.S. Government system that consolidated the capabilities of CCR and EPLS. There is NO fee to register in SAM. Entities may register at no cost at www.sam.gov. Additional information about registration procedures, updating your recipient account, searching records, as well as user guides and helpful hints may be found at the SAM website.

1. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew your Entity(s) prior to its expiration. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity records(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box.

(b) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at http://fedgov.dnb.com/webform).

(c) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

1. A Governmental organization, which is a State, local Government, or Indian Tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization; and
5. A Federal Agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or Program for which you received this Agreement and that you as the recipient award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or Program.

(c) A subaward may be provided through any legal Agreement, including an Agreement that you consider a contract.

(5) Subrecipient means an entity that:

(a) Receives a subaward from you under this Agreement; and is accountable to you for the use of the Federal funds provided by the subawards

14. Reporting Subawards and Executive Compensation

The Contractor/Vendor covenants and agrees to comply with the Reporting Subawards and Executive Compensation requirements indicated below:

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received--

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at http://www.ccr.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--

i. in the subrecipient's preceding fiscal year, the subrecipient received--

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in **2 CFR Part 200**:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program.

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

STATE OF MINNESOTA
MASTER INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

1.1 ***Effective date***: July 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 ***Expiration date***: June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

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

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

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

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

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

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

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

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

3 Consideration and Payment

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

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

4 Conditions of Payment

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

5 Authorized Representative

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

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

6 Amendments

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

7 Liability

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

8 Termination

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

1. DEPARTMENT OF MILITARY AFFAIRS

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

By: 8

(with delegated authority)

Title: Executive Director

Date: 06JUN2019

2. DEPARTMENT OF NATURAL RESOURCES

By:

(with delegated authority)

Title: Director

Date: 6/11/19

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

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

Requesting Agency: Department of Natural Resources 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 Order: 3-124210
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 & Budget, Management Analysis & Development (Di

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: Laurie Martinson	By: Kenda E Kappa
Title: Director	Title: Business Manager
Date: 11-2-17	Date: Oct 25, 2017

134123 / PO 3-124210
10/30/17 KM.

EXHIBIT A

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Proposal For:

Minnesota Department of Natural Resources

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

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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.

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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 form 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.

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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	Challenge: 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. Solution: 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.	Sandy Vargas (Retired) President & CEO The Minneapolis Foundation E: svargass@gmail.com P: (763) 432-0728
Minnesota Department of Human Rights (DHR)	Challenge: DHR is tasked with helping to elevate the civic engagement capacity across state government – a wide scope with narrow resources. Solution: 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.	Nicholas (Nick) Kor Director of Civic Engagement Dept. Human Rights E: Nicholas.kor@state.mn.us P: (651) 539-1088

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Work Plan and Budget

Phase 1: Set Direction + Vision Timing: November - December 2017 Deliverables: Kick-off meeting agenda; Workshop agenda, training material and workshop work sheets; detailed work plan Sign of Success: 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.			
Step	**Key Activities**	**DNR Contributions**	**Budget**
Set Project Direction And Affirm Priorities	- Kick off meeting with DNR - Review and affirm project calendar and deliverables, make changes as necessary - Set project calendar	- Identify project team and schedule bi-weekly project team meetings - Assign lead staff for coordinating details - Provide contact information and boundaries for working with admin, internal scheduling	$ 5,700 (38 consultant hours) $200 (Workshop meals, materials)
Review Culture + Structure Material	- Review materials provided (org chart, news releases, human resources manuals, or other artifacts of culture) - Lead context conversation / meeting with project lead	- Provide DNR org chart - Project lead participate in 1 to 2 hour background conversation on history, culture	
Conduct A Senior Leadership Vision Workshop To **Level-Set Plan Goals** And **Set A Collective Vision**	- Develop workshop presentation and agenda, building from SDK Communications' "Stakeholder Analysis" and "Why Communications" trainings - Work with DNR staff to invite appropriate senior leadership - Organize materials and content for the day - Conduct 3 to 4-hour workshop (mix of presentation and team-based activities) for senior leadership	- Project lead and project team participate in at least one planning meeting to review agenda, goals - Organize DNR space (or we can host) and identify time on relevant calendars	

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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	- Understand the perspective of DNR's diverse stakeholder mix, and test messages and methods, through a SurveyMonkey survey - Develop survey questions - Work with DNR to understand the lists available and means of reaching stakeholders. And who is and isn't reached with this method. - Input survey questions and support DNR to deploy survey	- Identify lists available to deploy survey - Manage distribution of the survey to DNR constituencies - Provide input and review of survey questions, messages to test	$22,200 (148 consultant hours) $800 (Mileage to 4 sites, meeting food)
Develop + Lead Regional Listening Sessions	- Create 2 hour meeting agenda and facilitation questions - Work with DNR to identify invitation lists and develop invitation copy - Conduct 4, 2-hour listening meetings at regions across MN	- Work with regional staff to identify regional hosts and invitation lists - Schedule listening meetings - Provide feedback on agenda and facilitation questions	
Conduct Interviews With Strategic Constituencies	- Identify a recommended list of 15 – 20 stakeholders for potential interviews - Draft interview questionnaire - Conduct 10 – 12 confidential interviews with key DNR stakeholders	- Review stakeholder list and make recommendations. - Review interview questionnaire	

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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	- Review survey results for trends and preferences - Compare survey results against interview and listening session feedback - Organize key themes and resonant messages	- Provide feedback on organized themes and conclusions	$13,200 (88 consultant hours) $200 (Workshop meals, materials)
Conduct Senior Leadership Priority-Setting Workshop	- Develop presentation of key themes and resonant messages - Conduct 3 to 4 hour workshop covering message prioritization, resonant messages, and priorities for the strategic communications plan	- Review and provide feedback on themes, messages and agenda - Provide logistical support for on-site needs (AV, rooms, etc.)	

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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	- Draft plan - Include components noted above	- Review and provide timely content feedback to 1 draft; provide timely feedback and changes for approval to draft 2	$12,000 (80 consulting hours)
Present Strategic Communications Plan to DNR	- Develop presentation reflecting strategic communications plan content - Present the plan to the project team and senior leadership	- Provide feedback on presentation - Identify and schedule presentation location	
Draft Implementation Plan	- Implementation plan will include tactics and actions to support rolling out successful implementation	- Dedicate capacity to supporting roll-out	
Provide Implementation Support	- Draft materials to support implementation of Strategic Communications plan	- Dedicate capacity to reviewing materials, inserting content into publications, and the like	TBD depending on plan. Estimate: up to $3,975 (26.5 consulting hours) / mo.

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Project Management Timing: November 2017 to May 2018 Deliverables: Meeting agendas, attendance and follow up Measures of Success: Senior leadership and project staff feel that the project includes ample time to connect with DNR culture and needs			
Step	**Key Activities**	**DNR Contributions**	**Budget**
Pre-Meeting + Occasional Check In Meetings With Commissioner	- S. Devitt and K. DeYoung listening conversation with Commissioner, L. Martinson, C. Niskanen - Two additional check-in meetings on project progress (3 total, Oct. 1 to Mar. 1)	- Identify and schedule times - Provide input on direction and context / background perspective that can increase project success	$16,350 (109 consulting hours)
Bi-Weekly Check-In Meetings With L. Martinson, C. Niskanen	- Stephanie Devitt will travel to DNR for in-person conversations - Organize meeting agendas and/or relevant background information since the last check-in	- Provide input on direction and agency context to ensure the planning process meets DNR needs	
Planning Process Communications Plan	- Communications plan and recommended tactics for sharing the planning process with DNR staff and stakeholders	- Provide input on internal communications channels, common language, use, and context on project communications to date.	

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2018-065

WHEREAS, the State of Minnesota, **Department of Natural Resources**, has an interagency agreement identified as **2018-065 (Contract: 134123, Order: 3-124210)** wi th Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **1, 3 and 4** of the original contract shall be amended to read:

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-2, which is attached and incorporated as part of this contract.

CHANGES OR ADDITIONS TO THE AGREEMENT
Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

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 ~~$16~~ **517.5** hours at a rate of $150.00 per hour for services provided by DeYoung Consulting Services and up to ~~$6,192.00~~ **$6,167.00** for contract management as documented by invoice prepared by the Division. The Division will also invoice up to ~~$1,200.00~~ **$1,000.00** 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.

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Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: [illegible]	By: Brenda E Rappa
Title: Director	Title: Business Manager
Date: 6-28-18	Date: June 28, 2018

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Exhibit A-2
Contract Check In / Update For:

Minnesota Department of Natural Resources

DEPARTMENT OF
NATURAL RESOURCES

Project: Strategic Communications Planning

Updated: May 29, 2018

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
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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.

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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 form 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. ***Note (5.29.18): Division strategic communications plans contain key messages, and should inform / align with this ultimate message hierarchy.*
5) ***Recommendations.*** This would include suggestions for strategies to deploy the strategic communications plan and reinforce its themes for maximum use and effectiveness.

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Work Plan and Budget

Phase 1: Set Direction + Vision

Timing: November - December 2017
Deliverables: Kick-off meeting agenda; Workshop agenda, training material and workshop work sheets; detailed work plan
Sign of Success: 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.

Step	Activities	DNR Contributions	Budget
Set Project Direction And Affirm Priorities	- Kick-off conversations with C. Niskanen and communications staff - Timing and action plan development; review meeting with L. Martinson & M. Hannold - Schedule bi-weekly meetings with C. Niskanen - Develop internal communications plan and newsletter article	- Identify project team and schedule bi-weekly project team meetings - Assign lead staff for coordinating details - Provide contact information and boundaries for working with admin, internal scheduling -	**$3,712.75**
Review Culture + Structure Material	- Materials reviewed - Structure + Culture memo and hypothesis of planning submitted to C. Niskanen Dec. 23, 2017	- Provide DNR org chart - Project lead participate in 1 to 2 hour background conversation on history, culture	

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Phase 1: Set Direction + Vision Timing: November - December 2017 Deliverables: Kick-off meeting agenda; Workshop agenda, training material and workshop work sheets; detailed work plan Sign of Success: 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.			
Step	**Activities**	**DNR Contributions**	**Budget**
Conduct A Senior Leadership Vision Workshop To **Level-Set Plan Goals** And **Set A Collective Vision**	- *Workshop was determined to be too long / too much time - Commissioners kick-off meeting Dec. 2017 - Present overview to SMT Jan. 2018	- Project lead and project team participate in at least one planning meeting to review agenda, goals - Organize DNR space (or we can host) and identify time on relevant calendars	

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Phase 2: Listen + Engage Timing: January - June 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	- Survey draft prepared Jan. 2018. - Survey input complete and lists identified in Feb. / Mar. - DNR selected to not execute the survey in April.	- Identify lists available to deploy survey - Manage distribution of the survey to DNR constituencies - Provide input and review of survey questions, messages to test	**$24,387.25** (163 consultant hours) **$800** (Mileage to 4 sites, meeting food)
Develop + Lead Regional Listening Sessions	- Listening sessions were held in Feb. and Mar. 2018. In total 87 DNR employees participated directly. - Feedback received was presented to the Project Team in March. *Workshop was determined to be too long / too much time - Commissioners kick-off meeting Dec. 2017 - Present overview to SMT Jan. 2018	- Work with regional staff to identify regional hosts and invitation lists - Schedule listening meetings - Provide feedback on agenda and facilitation questions	

DEYOUNG
CONSULTING SERVICES

Phase 2: Listen + Engage Timing: January - June 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**
Conduct Interviews with Strategic Constituencies	- Interviews are underway. As of May 29, **15 interviews are complete** and several more are scheduled. Interviews will largely conclude by June 8. - We are on-track to exceed the interview goal	- Review stakeholder list and make recommendations. - Review interview questionnaire	
**MAY 2018 ADDITION ** Media Scan	- Pull articles on three to four high-profile topics related to DNR's work - Analyze and code coverage to understand stakeholders' perspectives and tone of coverage, issues	- Review and approve suggested cases	

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Phase 3: Reflect + Prioritize Timing: July - August 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	- Review survey results for trends and preferences - Compare survey results against interview and listening session feedback - Organize key themes and resonant messages	- Provide feedback on organized themes and conclusions	**$13,200** (88 consultant hours)
Conduct Senior Leadership Priority-Setting Workshop	- Revise approach to match Phase 1: Meetings with Commissioners, SMT. - Add presentation to CIOs	- Review and provide feedback on themes, messages and agenda - Provide logistical support for on-site needs (AV, rooms, etc.)	**$200** (Workshop meals, materials)

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Phase 4: Final Plan Presentation + Recommendations

Timing: July 2018 to August 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	- Draft plan - Include components noted above	- Review and provide timely content feedback to 1 draft; provide timely feedback and changes for approval to draft 2	**$12,000** (80 consulting hours)
Present Strategic Communications Plan to DNR	- Expect three presentations: Project Team, Commissioners, and SMT	- Provide feedback on presentation - Identify and schedule presentation location	
Draft Implementation Plan	- Presentation on implementation to CIOs - Collaboration / coaching as appropriate	- Dedicate capacity to supporting roll-out	
Provide Implementation Support	- Draft materials to support implementation of Strategic Communications plan	- Dedicate capacity to reviewing materials, inserting content into publications, and the like	(26.5 hours per month) Estimate: **$3,975 / mo.**

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Project Management Timing: November 2017 to August 2018 Deliverables: Meeting agendas, attendance and follow up Measures of Success: Senior leadership and project staff feel that the project includes ample time to connect with DNR culture and needs			
Step	**Key Activities**	**DNR Contributions**	**Budget**
Pre-Meeting + Occasional Check In Meetings With Commissioner	- Commissioners meeting with all commissioners in December	- Identify and schedule times - Provide input on direction and context / background perspective that can increase project success	**$16,350** (109 consulting hours)
Bi-Weekly Check-In Meetings With L. Martinson, C. Niskanen	- Weekly check ins with Chris and Stephanie - Administrative team check-ins: 2 plus interview question review with D. Schad, L. Martinson, C. Niskanen	- Provide input on direction and agency context to ensure the planning process meets DNR needs	
Planning Process Communications Plan	- Plan and newsletter article drafted (Nov. / Dec.) - Article in employee update (Mar.)	- Provide input on internal communications channels, common language, use, and context on project communications to date.	

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2018-065

WHEREAS, the State of Minnesota, **Department of Natural Resources**, has an interagency agreement identified as **2018-065 (Contract: 134123, Order: 3-124210)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **4** of the first amendment to the original contract shall be amended to read:

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 ~~October 31~~ December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Karen Mathison	By: Renda E Roppa
Title: Director	Title: Business Manager
Date: 10-24-18	Date: Oct 19, 2018

Rappa, Renda (MMB)

From: Rappa, Renda (MMB)
Sent: Friday, October 19, 2018 9:51 AM
To: Honold, Marcia (DNR)
Cc: Rappa, Renda (MMB); Montgomery, Kim K (DNR)
Subject: MAD Interagency Agreement Amendment
Attachments: 20181019091252635.pdf

Good morning,

Attached is amendment #2 to interagency agreement **2018-065 (Contract: 134123, Order: 3-124210)** for services provided by DeYoung Consulting. This amendment extends the end date of the agreement to December 31, 2018 . To execute the amendment, please do the following:

- Make the date change in SWIFT
- Have the appropriate authorized person from your agency **sign two originals**
- **Return one copy to:**
  Minnesota Management & Budget
  Management Analysis & Development
  Centennial Office Building, Room 300
  658 Cedar Street
  St. Paul, MN 55155
  Attn: Renda Rappa, Business Manager

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

Renda Rappa

Business Manager | Management Analysis and Development

651-259-3803

Minnesota Management and Budget
Centennial Office Building, Room 300, 658 Cedar Street, Saint Paul, MN 55155
mn.gov/mmb/mad

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2018-065

WHEREAS, the State of Minnesota, **Department of Natural Resources,** has an interagency agreement identified as **2018-065 (Contract: 134123, Order: 3-124210)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **1, 3 and 4** of the original contract shall be amended to read:

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-2 **and additional services as identified in Exhibit B**, ~~which is~~ **both are** attached and incorporated as part of this contract.

CHANGES OR ADDITIONS TO THE AGREEMENT
Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

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 ~~517.5~~ **652.5** hours at a rate of $150.00 per hour for services provided by DeYoung Consulting Services and up to ~~$6,167.00~~ **$7,830.00** for contract management as documented by invoice prepared by the Division. The Division will also invoice up to ~~$1,000.00~~ **$1,820.00** 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~~ **$107,525.00**.

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 ~~December 31, 2018~~ **June 30, 2019**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: [illegible]	By: Renda E Rappa
Title: Director	Title: Business Manager
Date: Dec. 24, 2018	Date: Dec 21, 2018

12/24/18
Kim 3-124210

Exhibit B - DNR Strategic Communications Work Plan and Budget – December 2018

Step 1: Agree to scope / Admin	**Hours (Not To Exceed**	**Budget (@ $150 / Hour)**
Prepare estimates		
6 to 7 check in meetings		
Meeting: Scope discussion and agreement (Niskanen, Devitt, L. Martinson, M. Hanold, K. DeYoung)		
Totals	**15**	**$2250**
Step 2: Project Team Communications		
3 emails (update, mid-point, final)		
Two meetings, 3 hours of meetings total		
Schedule two-hour meeting, 1 hour meeting		
Totals	**8.5**	**$1275**
Step 3: Prepare and Conduct Listening Sessions With CMO		
Send plan to communications leads		
Prepare agenda, finalize with Chris, Laurie		
Respond to questions, provide background on research informing the plan		
Schedule 7 sessions in the Metro Area		
Hold 7 listening sessions each with Assistant Commissioner, Regional / Division Director, Communications Manager, Niskanen, Stephanie, Karen		
Develop organizing questions for listening session		
Compile notes from all sessions into transparent feedback grid		
Totals	**27.5**	**$4125**

Step 4: Review Input and Synthesize Key Themes		
Synthesize key issues into summary memo that will be shared with Project Team		
Create agenda for 2-hour meeting		
Facilitate meeting to review feedback		
Create new set of recommendation from Project Team for CMO		
Revise plan for plain language		
One round of edits with DNR. Chris Niskanen will organize feedback from others		
Totals	**22**	**$3300**
Step 5: Present Project Team Recommendations To CMO		
Create a final draft of plan with recommendations for CMO		
Present plan draft to Project Team		
Develop presentation to communicate changes, strategy to CMO		
Attend CMO meeting to present final draft		
Totals	**10**	**$1500**
Step 6: Closeout Meeting with Project Team		
Close out meeting with project team		
Summary notes as needed to project team		
Totals	**4**	**$600**

Step 7: Equp Staff to Understand Plan		
Develop plan tools ("when to escalate," editing process) to share with staff		
Organize sessions		
Communicate sessions and provide materials to support communication		
Develop agenda, schedule meetings		
Consultant travel to 4 - 6 staff sessions (Bemidji, Grand Rapids, New Ulm, Central Office)		
Hard costs to support travel (3 non-metro mileage, 2 hotel)		$820
	48	**$7200 + $820**
		$21070

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

AMENDMENT #4 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2018-065

WHEREAS, the State of Minnesota, **Department of Natural Resources**, has an interagency agreement identified as **2018-065 (Contract: 134123, Order: 3-124210)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 4 of the third amendment to the original contract shall be amended to read:

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, 2019~~ **December 31, 2019**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: [signature]	By: Renda E Rappa
Title: Director	Title: Business Manager
Date: 6-18-19	Date: June 17, 2019

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This Interagency Agreement is between the Office of MN.IT Services ("MNIT") and the Minnesota Department of Natural Resources ("AGENCY").

Recitals

The Legislative Advisory Commission has approved the use of the funds transferred by this agreement for work specified in the underlying Information Technology project described below.

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This project is part of an upgrade of the AGENCY'S existing Project Proposal and Prioritization application to address better the tracking and prioritization of State Park development operations.

The Project Proposal and Prioritization application allows field staff to enter proposals for development work on State Park lands and for those proposals to be routed for Regional and State review and approval.

This project will increase the application's Technical and Business health scores by increasing efficiency, allowing for improved selection and tracking of projects, and tying work to budget planning. The underlying application infrastructure will also be upgraded as part of this project.

3 Consideration and Payment

The AGENCY agrees to contribute $100,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the increase efficiency, better selection and tracking of projects, and tie to budget planning Statewide Integrated Financial Tools ("SWIFT") system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management

Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

5 Authorized Representatives

The AGENCY'S Authorized Representative is Mary Robison, Chief Financial Officer, by phone at 651-259-5561, or by email Mary.Robison@state.mn.us, or their successor.

MNIT's Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6 Amendments

Any amendment to this agreement must be in writing and will be effective upon approval and execution by the parties.

7 Liability

Each party is 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.

Signatures:

1. Minnesota Department of Natural Resources
(With delegated authority)

By: DocuSigned by: Mary Robison 21FD19E480A84C0...

Title: Chief Financial Officer

Date: 6/26/2019

2. Office of MN.IT Services
(With delegated authority)

By: DocuSigned by: Tracy Gerasch 58BF08075AF6441...

Title: Procurement Director

Date: 6/26/2019

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The AGENCY Lake Aeration Program exists to ensure the safe winter operation of aeration systems and the appropriate use of aeration technology. The primary purposes of aeration systems are to prevent winterkill of fish and to protect shorelines from ice damage. A permit from the AGENCY is required to install and operate an aeration system in any public water.

This work is part of an improvement plan to increase the operational performance, efficiency, and transparency of the lake aeration permit program by incorporating all aspects of aeration permitting into Minnesota Permitting and Reporting System (MPARS), a pre-existing AGENCY permitting application.

3 Consideration and Payment

The AGENCY agrees to contribute $110,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools ("SWIFT") system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

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Title: Procurement Director

Date: 6/26/2019

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This Interagency Agreement is between the Office of MN.IT Services ("MNIT") and the Minnesota Department of Natural Resources ("AGENCY").

Recitals

The Legislative Advisory Commission has approved the use of the funds transferred by this agreement for work specified in the underlying Information Technology project described below.

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This project is to procure and configure a web-based application offered by NatureServe that will:

1) Display Natural Heritage Information System (NHIS) public data layers (including, but not limited to, MBS Sites of Biodiversity Significance and AGENCY Native Plant Communities) in an easily accessible platform that does not require the viewer to have Geographic Information System (GIS) capabilities;
2) Provide non-GIS users a more efficient way to access NHIS nonpublic data layers (including, but not limited to, the Rare Features Data);
3) Automate and reduce the time it takes to screen proposed projects for impacts to rare features in a standardized and efficient manner for internal and external customers; and
4) Route (when needed) projects for in-depth Natural Heritage Reviews to determine impacts to state-listed species and other rare features.

3 Consideration and Payment

The AGENCY agrees to contribute $110,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools ("SWIFT") system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management

Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

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(With delegated authority)

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Title: Chief Financial Officer

Date: 6/26/2019

2. Office of MN.IT Services
(With delegated authority)

By: DocuSigned by: Tracy Gerasch 58BF08075AF6441...

Title: Procurement Director

Date: 6/26/2019

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Natural Resources, Division of Forestry ("DNR") and the Department of Public Safety, State Fire Marshall ("SFM")

Agreement

1 Term of Agreement

1.1 ***Effective date***: April 1st, 2018, 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 30th, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The State Fire Marshall will provide, as able SFM employees for the purpose of supporting DNR in the fighting of wildfires and all-hazard incidents as requested by DNR. Positions requested may include: fire investigator; staging area manager; single, individual resources; and/or a MNICS team member.

The parties mutually agree on the following:

2.1 SFM will provide employees for the purpose of supporting the DNR in fighting wildfires or all-hazard incidents.

2.2 DNR will determine the number of SFM employees required based on DNR's needs, policies, procedures, and applicable laws.

2.3 DNR and SFM shall mutually determine the team size and rotation schedule (if applicable) prior to deployment.

2.4 SFM shall retain its right to refuse services if conditions within the State Fire Marshall division warrant refusal based on concerns such as low daily staffing levels, on-going/long-term incidents in the State, etc.

2.5 SFM services may be performed by SFM employees working in excess of their regularly scheduled hours resulting in overtime for those employees.

2.6 SFM will provide upon request as able, one of more MNICS team members for deployment under this Agreement, including attendance at MNICS team meetings.

2.7 SFM will provide as able a Staging Area Manager (STAM) for Minnesota large-scale MNICS activations. SFM will deploy one STAM with one Trainee as able.

2.8 Shift hours will not be longer than the maximum of 16 hours, with an 8 hour rest period. No employee will be released from an incident to home, unless the employee is able to "put head to pillow" by 2200 hours for an eight hour rest period.

2.9 MNICS team members are available as able to respond to incidents when and where the team is being requested.

2.10 SFM shall deploy employees prepared to operate in challenging conditions including, but not limited to, sleeping in tents, sleeping bags, and other limited living accommodations. SFM employees will be treated as other MNICS team members. All within scope and cost containment.

2.11 SFM will provide, as able, fire investigators when requested by DNR, provided SFMD staffing levels allow for shared services. The requests need to be specific and include: time, dates, location of services, and an outlined mission.

3 Consideration and Payment

3.1 The Minnesota Department of Natural Resources will reimburse the Department of Public Safety, State Fire Marshall, an amount not to exceed $50,000 for the last 3 months (April – June) of fiscal year 2018 and all of fiscal year 2019, and $50,000 per fiscal year, per incident/deployment for the duration of the Agreement.

3.2 DNR shall reimburse SFM for personnel time at an employee's regular salary rate plus overtime if applicable, and a 33% multiplier to include contractual obligations when they are requested by DNR/MNICS. Time will include travel and actual time worked, not to include time off rest sleep beyond the ***maximum*** 16 hour shift.

3.3 In the event a SFM employee must remain at a destination overnight, DNR will be responsible for the SFM compensation. This compensation will include salary for their duty hours, lodging and any contractually authorized per diem.

The total obligation of the Department of Natural Resources for all compensation and reimbursements to the Department of Public Safety under this agreement will not exceed TWO HUNDRED THOUSAND DOLLARS ($200,000).

4 Conditions of Payment

All services provided by the Department of Public Safety, State Fire Marshall under this agreement must be performed to the Department of Natural Resources, Division of Forestry's satisfaction, as determined at the sole discretion of the DNR's Authorized Representative.

5 Authorized Representative

DNR's Authorized Representative is the following individual, or his successor.

Name:	Ron Stoffel
Address:	Minnesota Interagency Fire Center 402 SE 11th Street Grand Rapids, MN 55744
Telephone:	(218)322-2682
Email:	ron.stoffel@state.mn.us

SFM's Authorized Representative is the following individual, or his successor.

Name:	James G. Smith, Chief Deputy State Fire Marshall
Address:	Department of Public Safety, State Fire Marshall 445 Minnesota Street St. Paul, MN 55101
Telephone:	(651)201-7202
Email:	james.g.smith@state.mn.us

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

Signed: Jody M. Wagner

Date: April 1st, 2018

SWIFT Contract No. 137954 PO No. 130727

2. Department of Public Safety, State Fire Marshall

By: _____
(With delegated authority)

Title: CHIEF DEPUTY

Date: 4-23-2018

3. Department of Natural Resources

By: _____
(With delegated authority)

Title: Deputy Director

Date: 5-1-18

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

This agreement is between the Minnesota Departments 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, 2019, 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, 2021, 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 proving 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, 2019 by the DNR or all services will be stopped as of June 30, 2019

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 $273,109.00 per fiscal year

3.1.2 For CAD connectivity, and annual fee of $67,680.00 per fiscal year. The CAD fee is based on 188 mobile data computers at $360 each per year.

3.1.3 Additional services or costs for technical support to resolve technical issues/concerns related to CAD and mobile data computers to 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 a the overtime rate of $95.85 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 invoiced to the DNR for services satisfactorily performed. DPS shall invoice the DNR annually on December 1st, of each state fiscal year for each state fiscal year's services stated in this agreement.

The total obligation of DNR for all compensations and reimbursements to the DPS under sub-section 3.1.1 through 3.1.4 of the agreement will not exceed $360,259.00 per fiscal year, for a total of $720,518.00 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 Col Rodmen Smith, DNR/Enforcement Division, 500 Lafayette Road. 115, St. Paul, MN 55155, 651-259-5042 or his successor.

DPS's Authorized Representative is Major Bruce Brynell, MSP Central 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 30 days' written notice to the other party.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: 6/25/19

Contract 160384 / PO - 3-153800

2. MN Dept of Natural Resources - Enforcement

By: _____
(With delegated authority)

Title: Assistant Director

Date: 6/25/19

3. MN Department of Public Safety

By: _____
(with delegated authority)

Title: Assistant Chief

Date: 07-03-19

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

SWIFT Contract No.: 131540
Purchase Order No.: 3000019862
AI #: 1458
Project ID #: PRO20170014

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

1.1 ***Effective date***: November 10, 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***: November 10, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The MDNR will conduct the work under this Agreement as specified in **Attachment A – Scope of Work,** which is attached and incorporated into this Agreement. All requests for this work will be submitted to the MDNR by the MPCA using the form of **Attachment B -Workplan**, or a variation of such, which is attached and incorporated into this Agreement. Proposed workplans in the form of **Attachment B - Workplan and Attachment C - Budget** will be submitted by the MPCA to the MDNR and used to create individual detailed site workplans that will also provide a site-by-site budget. Individual workplans and budgets will be approved and encumbered prior to work starting.

3 Consideration and Payment

MPCA will reimburse MDNR at the MDNR Division of Lands and Minerals' professional services rate for real estate activities; and for each installation of a geodetic monument, MDNR's reimbursement rate will not exceed $500.00, if included in the site workplan. MDNR Division of Lands and Minerals' professional services hourly rate is $109 for FY18 and will be redetermined each fiscal year thereafter.

The total obligation of the MPCA for all compensation and reimbursements to MDNR under this Agreement will not exceed: **$360,000.00 (Three hundred sixty thousand dollars and zero cents).**

4 Conditions of Payment

All services provided by MDNR under this agreement must be performed to MPCA's Authorized Representative's satisfaction.

5 Authorized Representative

MPCA's Authorized Representative is **Shawn Ruotsinoja**, 520 Lafayette Road North, St. Paul, MN 55155, 651.757.2683, shawn.ruotsinoja@state.mn.us or his successor.

MDNR's Authorized Representative is **Susan Damon,** 500 Lafayette Road North, St. Paul, MN 55155, 651.259.5961, susan.damon@state.mn.us 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 Change Orders

If the State's Project Manager or the Contractor's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract, or cause an extension of the term of this Contract. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Contractor's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Contract. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

8 Liability

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

9 Termination

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

SWIFT Contract No.: 131540
Purchase Order No.: 3000019862
AI #: 1458
Project ID #: PRO20170014

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: S. Tenneboyer

Date: 9/7/17

2. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: E. I

(With delegated authority)

Title: Assistant Director, Div of Lands and Minerals

Date: 11.9.17

3. MINNESOTA POLLUTION CONTROL AGENCY

By: Christine Quinson

(with delegated authority)

Title: Assistant Division Director

Date: 11-9-17

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

SWIFT Contract No.: 131540
Purchase Order No.: 3000019862

Attachment A
Scope of Work

Construction and Design Survey

1. Conduct a topographic survey of the existing site condition.
2. Construction staking to lay out grades and/or verify waste quantities.
3. For topographic surveys and contract staking tasks, provide:
    a. Two foot contours and 10 foot index contours in either ESRI shapefile format or ESRI personal geodatabase feather class format.
        - The contour files must report vertical elevations as orthometric heights in U.S. Survey Feet using the NAVD88 datum and must include appropriate vertical and horizontal spatial reference files and metadata.
    b. Spot elevation data in ESRI shapefile format, ESRI personal geodatabase feature class format, or Excel spreadsheet format.
        - Each feature must have at least four attributes: an alphanumeric identifier unique to each data point, X and Y locations and elevation (Z) values.
        - The spatial reference information, including datums, ellipsoids/spheroids, measurement units, and map projections used to collect data must be indicated on the Excel spreadsheet or in the GIS file's metadata.
        - Spot elevation horizontal locations must be reported in meters using the UTM, Zone 15 (extended) North American Datum (NAD) 83 projection. Vertical elevations must be reported as orthometric heights in U.S. Survey Feet using the NAVD88 datum.
    c. A positional accuracy assessment for spot elevation and contour features.
        - The correct methodology for an accuracy assessment is described in Chapter 3 of National Standard for Spatial Data Accuracy (NSSDA) of the Federal Geographic Data Committee's (FGDC) Geospatial Positioning Accuracy Standards of 1998 (URL http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/) and Minnesota IRM Standard 19 (URL http://www.state.mn.us/portal/mn/jsp/content.do?id=-536891917&subchannel=-536891918&sc2=null&sc3=null&contentid=536911192&contenttype=EDITORIAL&programid=536911146&agency=OETweb).
        - The required positional accuracy of the contours and spot elevations is explained in detail in the Closed Landfill Program (CLP) Spatial Data Standards Manual (Manual). All deliverables must meet or exceed accuracy thresholds set in the Manual.
        - Links to the NSSDA standard and LMIC guide to compliance are included on the Minnesota IRM Standards and Guidelines website at URL http://www.state.mn.us/portal/mn/jsp/content.do?agency=OETweb&id=-536891917&subchannel=-536891918&programid=536911146.
4. Provide three signed final record drawings printed in color on 24 x 36 inch paper and one digital PDF version of the record drawings.
5. Provide an AutoCAD 2004 or current .dwg or .dxf file of the surveyed construction or design features. All CAD deliverables must adhere to the spatial reference, metadata, and other standards described in the Manual, unless specifically noted in the Workplan (Attachment B).
6. Provide other custom digital or hardcopy deliverables, as described in the Workplan (Attachment B). Data products may require conversion between GIS and CAD.
7. Provide other survey services related to site construction, environmental response actions, or remediation.

Property Boundary Survey

County Records Review

1. Conduct a search and review of County records where the site is located to compare existing recorded documents (example: deeds) to the property legally described in the Landfill Cleanup Agreement, Purchase Agreements (buffer land purchases), or other documents provided by the State's Project Manager. The State's Project Manager may identify other items for review such as easements, leases, restrictions, liens, etc., within and adjacent to the site. The State's Project Manager will identify which items apply in the Workplan (Attachment B).
2. Obtain copies of recorded deeds, easements, and all other items identified in the Workplan (Attachment B). If there is a discrepancy between the documents the State's Project Manager provided and those recorded with the County, prepare a written explanation and provide it to the State's Project Manager before conducting any additional tasks addressed in the Workplan (Attachment B).
3. Provide one digital copy of recorded parcel deed(s), easements, and other pertinent records as requested in the Workplan (Attachment B).

Surveying and Monument Installation

1. Conduct a survey to locate necessary geodetic control monuments, locate any necessary property boundaries, state-owned buffers, and/or easements, and install property markers along property boundaries as identified in the Workplan (Attachment B). Survey work is to be conducted under the direction of a State of Minnesota Registered Land Surveyor in accordance with the current NSPS standards.
    - The Surveyor shall select the equipment and procedures necessary to obtain property boundary accuracies that meet the relative positional accuracy requirement of the 2011 or current NSPS ALTA/ACSM Land Title Survey minimum standards (URL http://www.acsm.net/alta.html).
    - If the MPCA is developing a new easement the State's Project Manager will provide the information on the location of the easement in order to survey the property.
    - Property markers are to be marked with durable monuments at property corners and along identified property boundaries with a maximum of 500 foot spacing, or as identified in the Workplan (Attachment B). The monument types and placement are described in the current MNDOT Surveying and Mapping Manual, Chapter 2.3 (URL http://www.olmweb.dot.state.mn.us/manual/SM_Manual2007.pdf).
    - Easements, right-of-ways, or other areas may also have boundary markers installed, which will be identified in the Workplan (Attachment B).
    - If necessary, re-establish public land corners per Minn. Stat. §381.12, subd. 3.
2. If the site does not have a geodetic control point within a reasonable distance (as determined on a per instance basis by the State's Project Manager), install a new 3D monument.
    - Installation of permanent geodetic monuments will follow the standards set forth in Chapter 2 of the MNDOT Surveying and Mapping Manual. Either a complete description or an as-built sketch detailing the installation of the geodetic monument (materials used, dimensions) shall be included with the Certificate of Survey.
    - Monuments must be established to meet or exceed a horizontal accuracy of 30 cm (~12 inches) or better in both local and network accuracies, a vertical accuracy of 1.5 cm (~0.05 foot) or better in network accuracy only, and a vertical accuracy of 3 mm (~ 0.01 foot) in local accuracy only. When setting geodetic control monuments that meet the required network vertical accuracy above, OPUS RS must be used to obtain coordinate data, and must contain over 2-hours of data collection. If reconnaissance on geodetic control monuments shows that these vertical or horizontal accuracies are unobtainable, the Contractor and the State's Project Manager will discuss alternative accuracies.
    - For more information on NGS standards and requirements, see the FGCC's current versions of Geometric Geodetic Accuracy Standards and Specifications for using GPS Relative Positioning Techniques, last revised August 1989, (URL

http://www.ngs.noaa.gov/FGCS/tech_pub/GeomGeod.pdf) and Standards and Specifications for Geodetic Control Networks, September, 1984 (URL http://www.ngs.noaa.gov/FGCS/tech_pub/1984-stds-specs-geodetic-control-networks.pdf).

- When a new geodetic monument is installed, the Contractor must provide the geodetic monument data to the MNDOT geodetic Unit so that the monument data can ge entered into the state geodetic monument database.

3. Provide the legal descriptions of the properties surveyed as a text document (.rtf) or (.doc) and as a PDF. The type of legal description and area to be described will be identified in the Workplan (Attachment B).
4. Conduct a position accuracy assessment of geodetic control monuments when such geodetic control monuments are installed for all property boundary features and submit an accuracy assessment report.

Geospatial Data

1. Collect or obtain spatial and attribute data for all property markers, property boundaries, easements, parcels, geodetic control points, and any additional property boundary features specified in the Workplan (Attachment B).
    - The Contractor should note that attribute data for several fields in the feature class attribute tables will need to be collected on-site. Plan accordingly to collect attribute data and survey feature locations simultaneously.
    - Additional ancillary datasets will be required to complete the feature class attribute tables, and may be obtained either from private and public ancillary datasets or from MPCA staff. All data purchases should be confirmed with the State's Project Manager prior to purchase.
2. Submit the property boundary features as feature classes with attribute tables in an ArcGIS 9.2 or later personal geodatabase. If requested in the Workplan (Attachment B), also provide the data as a 2004 or current .dxf or .dwg AutoCAD file.
    - Metadata, naming conventions, positional accuracy, and spatial references for each GIS or CAD file must follow the standards outlined in the Manual.
    - All Manual standards also apply to purchased or obtained spatial data. In addition, each purchased or obtained feature must be acknowledged in the appropriated fields in the feature class attribute table, must be accompanied by a copy of the dataset's original metadata, and must be described in detailed in the feature class's metadata, as described in the Manual.
    - For the GIS file, the personal geodatabase file structure, attribute table contents and formatting, and feature definitions must also follow the Manual standards. (An ArcInfo license will be necessary to perform some formatting tasks).
3. Conduct adequate QA/QC and meet all content and formatting deliverable requirements before final deliverables will be accepted by the MPCA.
    - The geospatial data, including all feature class attribute tables, shall comply with all the Manual requirements and must be submitted in the formats requested in the Workplan (Attachment B).
    - Deliverable formats for additional data, metadata, reports, maps, files, etc., will follow the formats specified in the Workplan (Attachment B).
4. Provide an electronic draft Certificate of Survey drawing showing the property boundary, geodetic control monuments, dimensions, acreages, existing rights of way, easements on record, bond parcels, waste limits, and property descriptions as identified in the Workplan (Attachment B).
    - The scale of drawing will be 1-inch to 100-feet or as identified in the Workplan (Attachment B).
5. Provide a digital PDF, three 24 x 36 inch color copies, and two 11 x 17 inch color copies of the Certificate of Survey signed and certified by a Registered Land Surveyor licensed by the State of Minnesota.
    - The Certificate of Survey must include all the features from the draft Certificate of Survey, and must also include a legal description of properties comprising the site, state-owned buffers and encroachments to or from the facility and all items identified in the Workplan (Attachment B).

- The Certificate of Survey must also include the location and ID number of either all monuments located on the site or the closest monument to the site.

6. Printed maps must conform to the symbology standards described in the Manual. Symbology can be provided to the Contractor as ESRI layer or style files, in addition to the examples and text descriptions provided in the Manual.
7. Provide other requested digital or hardcopy deliverables as described in the Workplan (Attachment B). Data products may require conversion between GIS and CAD.
    - Any additional GIS or CAD dataset must conform to the symbology, accuracy, spatial reference, and other applicable data standards described in the Manual.

Site Feature Survey

1. Collect or obtain spatial and attribute data for each site feature specified in the Workplan (Attachment B). The deliverable formats for the site features and attributes are very specific.
    - The Contractor should note that attribute data for several fields in the feature class attribute tables will need to be collected on-site. Plan accordingly to collect attribute data and survey feature locations simultaneously.
    - Some site features' geometry and/or spatial location may be obtained from existing data rather than surveyed. Additional ancillary datasets will also be required to complete the feature class attribute tables, and may be obtained either from private and public ancillary datasets or from MPCA staff. All data purchases should be confirmed with the State's Project Manager prior to purchase.
    - See the Manual for more information on attribute content and data deliverable formatting.
2. Submit the site features as feature classes with attribute tables in an ArcGIS 9.2 or later personal geodatabase. If requested in the Workplan (Attachment B), also provide the data as a 2004 or current .dxf or .dwg AutoCAD file.
    a. All geospatial deliverables must adhere to the standards described in The Manual unless specifically noted in the Workplan (Attachment B).
        - Metadata, naming conventions, positional accuracy, and spatial references for each GIS or CAD file must follow the standards outlined in the Manual.
        - All Manual standards also apply to purchased or obtained spatial data. In addition, each purchased or obtained feature must be acknowledged in the appropriated fields in the feature class attribute table, must be accompanied by a copy of the dataset's original metadata, and must be described in detailed in the feature class's metadata, as described in the Manual.
        - For the GIS file, the personal geodatabase file structure, attribute table contents and formatting, and feature definitions must also follow the Manual standards. (An ArcInfo license will be necessary to perform some formatting tasks.)
3. Conduct a positional accuracy assessment for all site features and submit an accuracy assessment report.
    a. For all site features, positional accuracy must be assessed using the NSSDA accuracy standards. Methodologies for the assessment are described in Chapter 3 of the FGDC's Geospatial Positioning Accuracy Standards of 1998 (URL http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/) and Minnesota IRM Standard 19.
    b. A statement of feature accuracy must be stated in ground distance units in the metadata of each feature class (GIS or CAD).
    c. The PDF report must document the sampling and assessment methodology.
        - Both the test and independent (higher accuracy) data points for each assessment must be labeled and delivered in shapefile format with appropriate metadata and coordinate systems included.
    d. Required horizontal and vertical accuracies for site features are explained in detail in The Manual. All deliverables must meet or exceed accuracy thresholds set in The Manual.
4. Conduct adequate QA/QC and meet all content and formatting deliverable requirements before final deliverables will be accepted by the MPCA.
    a. The geospatial data, including all feature class attribute tables, shall comply with all The Manual requirements and must be submitted in the formats requested in the Workplan (Attachment B).

   b. Deliverable formats for additional data, metadata, reports, maps, files, etc., will follow the formats specified in the Workplan (Attachment B).
5. Provide color site maps (24 x 36 inches).
   a. Printed maps must conform to the symbology standards described in The Manual. Symbology can be provided to the Contractor as ESRI layer or style files, in addition to the examples and text descriptions provided in The Manual.
6. Provide other requested digital or hardcopy deliverables as described in the Workplan (Attachment B). Data products may require conversion between GIS and CAD.

The Contractor must submit all GIS and CAD data, digital maps, PDFs, and other digital documents via a read-write FTP server. All submissions must remain on the FTP server for a minimum of 30 days after the Workplan (Attachment B) end date.

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Attachment B
Workplan

SWIFT CONTRACT No.: 131540

_____ Landfill Survey Workplan
_____, 20__

PROJECT DESCRIPTION

Conduct a (*Chose one or more:* review of County Record information, site features survey, property boundary, and prepare a Certificate of Survey) for the _____ Landfill located in _____, Minnesota.

PROJECT SCOPE

Task 1 – Project Management (fiscal, project schedule, and deliverables)

Detailed Budget:

Task 2 – Review County Record Report submitted by _____ – ___Date____

1. Determine if additional information is needed for the property boundary survey.
2. Retrieval of additional county records, if necessary.
3. Updated County Record Review Report (if additional work was done)

Detailed Budget:

Task 3 – Survey for Accuracy Assessment *(for site feature survey only)*

1. Conduct an accuracy assessment using a higher accuracy for each surveyed dataset. The points to use are the monitoring wells.
2. Elevations must be tied to the geodetic control point on-site.

Detailed Budget:

Task 4 – Property Boundary Survey Field Work

1. Locate public utilities in the work area using Gopher State One Call.
2. If necessary, reestablish public land corners per state statute.
3. Install a geodetic control monument at the site at a location determined by MPCA site team staff. Register the geodetic monument with the Minnesota Department of Transportation. ***(If necessary)***
4. Survey the boundaries of the property, which are identified in the _____.
5. Confirm the location of any existing corner pins or install new pins representing all surveyed corners of parcels. Install steel, 8-foot long, 1.120 lbs. /ft. (minimum), U-channel posts with 3/8" holes suitable for signage along the outside property boundary of the entire surveyed area in the following manner: two in each corner (installed so signs face adjacent property at an angle perpendicular to boundary they represent) and one no more than every 500 feet but equidistant between the posted corners. ***(If necessary – site dependent)***

Detailed Budget:

Task 5 – Site Features

- Surveying of monitoring wells, water supply wells, gas probes, gas vents, easements, other site features. ***(This is site dependent)***

Detailed Budget:

Task 6 – Geospatial and other Survey Data

1. Collect or obtain spatial and attribute data for all property markers, property boundaries, and for other identified site features (see the CLP Spatial Data Standards Manual for information on attribute content and data deliverable formatting). Note, if additional ancillary datasets will be purchased, they are to be identified in the workplan and cost estimate.
2. Create an electronic draft Certificate of Survey using .dwg AutoCAD file.
3. Populate the blank ArcGIS file geodatabase combining all the spatial data collected.
4. Draft a legal description of the surveyed parcel.
5. Conduct adequate QA/QC and meet all content and formatting deliverable requirements before final deliverables will be accepted by the MPCA.
6. Attend one (1) meeting and/or conference call with MPCA staff to discuss final deliverables, if necessary.

Detailed Budget:

Task 7 – Per Diem/Travel/Expenses (identify these costs in the cost proposal spreadsheet where applicable).

Detailed Budget:

DELIVERABLES

1. Provide a legal description of the surveyed property as a text document and PDF.
2. Provide an electronic draft Certificate of Survey for MPCA review.
3. Include a detailed drawing of the geodetic control point (monument), if installed.
4. Return the populated file geodatabase for MPCA review.
5. Provide GIS, CAD, text, and PDF final products after MPCA review and comment.
6. Return site gate keys (when finished with project).

SCHEDULE

Contractor will identify a schedule for meeting certain project milestones and deliverables.

PROPOSED PROJECT TEAM

Contractor will identify the staff working on the project and their classifications.

MPCA Site Team
Project Manager:
Hydrologist:
Engineer:
Field Inspector:
GIS Specialist:

MDNR's Project Contact

Total of Detailed Budget to be invoiced:

WORKPLAN ATTACHMENTS

ATTACHMENT C
Example Budget for FY 18

SWIFT Contract No.: 131540

MPCA-DNR Land Survey Agreement

Project Name:_____

Task Description	Hourly Rate	Hours	Cost
Research	$ 109.00		$ -
Data Analysis/Computations	$ 109.00		$ -
Field Work (2-person crew)	$ 218.00		$ -
CADD/GIS Work	$ 109.00		$ -
Client Consultation	$ 109.00		$ -
Review	$ 109.00		$ -
Geodetic Monument	NA	NA	$ -
Total Cost			**$ -**

163342/3000157489

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Recitals

1. The MPCA and DNR, as authorized co-trustees of the State's natural resources, are responsible for seeking settlement from responsible parties for the release of petroleum and hazardous substances into the environment. The settlements are based on the harm to natural resources and lost services resulting from the release of contaminants. A Natural Resource Damage Assessment (NRDA) is a process designed to calculate natural resources damages caused by the release.
2. The MPCA and DNR work jointly and cooperatively when conducting NRDA assessments and restoration project planning. Some NRDA actions require additional contractual assistance when expertise is unavailable or MPCA and DNR lack staff capacity. The MPCA has a master contract for conducting NRDA services and may utilize other external contracts if necessary.
3. Pursuant to Minnesota Statute 115B.20 Subd. 2 (4), the DNR has legislative authority to use funds in the DNR Remediation Fund for NRDA administration, planning and implementation work. Administration includes costs of assessment and staff training.
4. This Agreement will allow the transfer of funds from the Remediation Fund to the MPCA for NRDA work orders or other purchasing requests. All transfers are jointly agreed upon by MPCA and DNR NRDA management team and are documented in the annual NRDA budget. Fund transfers may cover 100% (One Hundred Percent) of the identified costs or some agreed-upon portion of the total **Agreement.**

1. Term of Agreement

1.1 Effective date: ***July 1, 2019***, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 Expiration date: ***June 30, 2021,*** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

2.1 MPCA Responsibilities:

A. The MPCA as co-trustee with DNR, and in cooperation with the DNR, will identify the need to conduct pre-assessment, injury/quantification, assessment, restoration planning, case management, and other activities associated with NRDA sites located in Minnesota.

B. The MPCA's proposed NRDA annual expenditure budget is based on anticipated contract work order needs and staff training and expenses for the upcoming fiscal year. Work order activities include NRDA tasks such as the pre-assessment, injury/quantification, assessment, restoration planning, and other needs that are within the scope of the MPCA master contracts. All staff training and expenses must be approved by the DNR/MPCA NRDA Management Team.

C. The DNR/MPCA NRDA Management Team shall review and approve the NRDA expenditure budget, **Attachment A**, which is attached and incorporated into this Agreement. The MPCA will submit a SWIFT invoice to DNR to provide funds to the MPCA. Once the Agreement is executed, Attachment A will be fully incorporated into this Agreement and funded to the extent authorized by DNR. The MPCA will proposed a

FY2021 budget and subsequent invoice prior to June 30, 2020.

D. The MPCA will submit draft work orders to the DNR for review, and either party may negotiate changes before final execution of any Work Order.
E. The MPCA will provide timely deliverables as described in each work order, including regular progress reports, to the NRDA Management Team.
F. The MPCA will review invoices and make timely payments to the contractor.
G. The MPCA will track and report the remaining funds at the end of the fiscal year that were provided to the MPCA for NRDA expenditures.

2.2 DNR Responsibilities:

A. The DNR will administer annual financial transfers to the MPCA for costs of NRDA actions, including MPCA staffing and training and MPCA's master contractors conducting NRDA assessments, which require approval by the NRDA Management Team.

B. As part of the NRDA Management Team, the DNR will review and approve the annual expenditures worksheet, **Attachment A.** Once approved, **Attachment A** will be fully incorporated into this Agreement and funded to the extent authorized by the DNR.

C. The DNR may identify the need to conduct pre-assessment, injury/quantification, assessment, and restoration planning, case management, and other activities associated with NRDA sites located in Minnesota. DNR will coordinate with MPCA to utilize the NRDA master contractors and the scope of work will be approved by the NRDA management team.

D. The MPCA and DNR will work collaboratively to identify future NRDA sites, assessment needs and implementation expenditures. Both agencies will participate in oversight of the delivery of work order products and in other activities related to each NRDA to the extent that the Parties have agreed to on a project-by-project basis.

3 Consideration and Payment

Upon execution of the **Agreement**, the MPCA will send an invoice (SWIFT) to the DNR. The DNR shall encumber and promptly pay the MPCA invoice upon receipt. The total obligation of DNR to the MPCA under this Agreement will not exceed $255,000 (Two Hundred Fifty Five Thousand Dollars) over the 2020-2021 biennium.

The MPCA shall draw against such funds as it incurs costs to perform NRDA tasks and staff training. Upon expiration or termination of this Agreement, or termination of a specific work order, the DNR shall be entitled to a refund of unspent funds of those advanced to the MPCA, for products specific to work orders for which the funds were provided. The NRDA Management Team will determine if the funds roll over to the next fiscal year or will be returned to the DNR Remediation Fund.

4 Conditions of Payment

All services provided by MPCA under this Agreement must be performed to DNR's satisfaction, as determined by DNR's Authorized Representative or his/her successor, upon review of progress reports or other requested documentation.

5 Authorized Representatives

DNR's Authorized Representative is **Steve Colvin, steve.colvin@state.mn.us**, 651-259-5106, 500 Lafayette Road North, St. Paul, MN 55155, or his successors in office.

MPCA's Authorized Representative is **Reena Solheid, reena.solheid@state.mn.us** , 651-757-2575, 520 Lafayette Road North, St. Paul, MN 55155, or her successors in office.

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. **State Encumbrance Verification**

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

Signed: Felicia Barnes

Date: 7/24/2019

SWIFT Contract Number: 163342/300075481

2. **Minnesota Pollution Control Agency**

Signed: Christine Durrow

Title: Assistant Division Director

Date: 7-29-19

3. **Minnesota Department of Natural Resources**

Signed: [illegible]

(With delegated authority.) Steve Colvin

Title: Director, Ecological & Water Resources

Date: 7/29/19

MINNESOTA POLLUTION CONTROL AGENCY

ATTACHMENT A

Estimated Annual Budget

for MPCA/DNR Interagency Agreement

Minnesota Department of Natural Resources (DNR)

Doc Type: Contract

Program:	Natural Resource Damage Assessment	Fiscal Year:	2020
MPCA Authorized Representative:	Kathy Sather	Phone:	651-757-2691
DNR Authorized Representative:	Steve Colvin	Phone	651-259-5709
Prepared by:	Susan Johnson	Phone	218-302-6601

Estimated Annual Budget (add/delete rows as needed)

	Project or Task (if known)	MPCA amount	DNR amount
1.	Fiscal year 2019 balance remaining (estimated)	$30,000	
2.	St. Regis		$75,000
3	Douglas Manufacturing or other cases (with approval)	($18,000)	$60,000
4.	Emergency funds for spills	($10,000)	
5.	State NRD Alliance meeting	($2,000)	
	Each Agency Totals:	0.00	$135,000
	Total amount requested (DNR Total minus MPCA Total):		**$135,000**

Copies to: Susan Johnson, Program Coordinator, MPCA
Steve Colvin, Director, Ecological and Water Resources, DNR
Hans Neve, Manager, Closed Landfill and Emergency Management Section, MPCA

MINNESOTA POLLUTION CONTROL AGENCY

167144
~~SWIFT Contract No. 143677~~
Agency Interest ID: 39273
Project Activity #: ~~PRO20180002~~
PRO20190002

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 Expiration date: June 30, 2020, 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 FY20 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 **Jim Robin**, MPCA, 520 Lafayette Road North, St. Paul, MN 55155, jim.robin@state.mn.us, 651-757-2739, or his successor.

DNR's Authorized Representative is **Irina Woldeab**, DNR, 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: _____
(With delegated authority)

Title: Assistant Director

Date: 5/30/19

2. MINNESOTA POLLUTION CONTROL AGENCY

By: Doug Wetstein
(With delegated authority)

Title: Asst. Division Director

Date: 6/5/2019

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Natural Resources (DNR) and the Minnesota Board of Water and Soil Resources (BWSR).

Agreement

1 Term of Agreement

1.1 ***Effective date***: November 7, 2018, 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, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

2.1. Background.

This project, which is a cooperative effort between the Minnesota Department of Natural Resources (DNR) and the Minnesota Board of Water and Soil Resources (BWSR), will establish a wetland hydrology monitoring network in Minnesota to collect long-term hydrology data for reference wetlands and to assess the hydrologic characteristics of restored wetlands. This cooperative project is funded, in part, by a wetland program development grant from the U.S. Environmental Protection Agency (Grant No. CD 00E02438). The EPA will cover up to 75% of the costs, with DNR and BWSR each responsible to contribute, track, and report matching funds of at least 25% of the total project costs.

2.2. BWSR's Duties

For its part, BWSR will establish monitoring stations at 15 wetland restoration sites in the Mixed Woods Plains and Temperate Prairie ecoregions of Minnesota to assess the long-term hydrologic condition of these wetlands relative to their planned condition. Under this scope of work, BWSR agrees to:

2.2.1. Participate in project management and planning activities including the development of a Quality Assurance Project Plan and site selection analysis.

2.2.2. Purchase monitoring equipment for the 15 stations to be located in restored wetlands

2.2.3. Install monitoring equipment for the 15 restored wetland stations.

2.2.4. Conduct field visits to download data, conduct necessary quality control review of the data from the restored wetland stations, and prepare the data for upload to the state's water information system.

2.2.5. Assist with the final data analysis, review wetland hydrographs, perform statistical analysis, and prepare a report of the analysis results.

2.2.6. Document time expended and costs incurred in fulfillment of the commitments described above.

2.2.7. Submit complete information regarding costs and in-kind contributions in a manner that meets the reporting requirements of the EPA for the purposes of determining reimbursement from grant funds.

2.3. DNR's Duties

2.3.1. Act as the primary state administrator for the EPA grant

2.3.2. Agrees to make payment to BWSR in the amount and manner specified in Articles 3 and 4 below.

2.3.3. Participate in project management and planning activities including the development of a Quality Assurance Project Plan and site selection analysis.
2.3.4. Purchase monitoring equipment for the 20 stations to be located in least-impacted (reference) wetlands
2.3.5. Install monitoring equipment for the 20 reference wetland stations.
2.3.6. Conduct field visits to download data, conduct necessary quality control review of the data from the reference wetland stations, and prepare the data for upload to the state's water information system.
2.3.7. Assist with the final data analysis, review wetland hydrographs, perform statistical analysis, and prepare a report of the analysis results.

3 Consideration and Payment

The DNR agrees to reimburse BWSR to support its activities under the EPA grant, listed under section 2.2 above. The total obligation of DNR for all compensation and reimbursements to BWSR under this agreement will not exceed $149,807.

BWSR will invoice DNR quarterly for its project cost share amounts and provide DNR with the documentation necessary to request reimbursement.

4 Conditions of Payment

All services provided by BWSR 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 Doug Norris, Wetland Program Coordinator, 500 Lafayette Road, Saint Paul, MN 55155-4025, 651-259-5125, doug.norris@state.mn.us, or his successor.

BWSR's Authorized Representative is Tim Smith, Wetland Banking Coordinator, 520 Lafayette Road, St. Paul, MN, 55155, 651-600-7554, tim.j.smith@state.mn.us, or his successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Felicia Barnes

Date: 11/7/2018

2. Minnesota Department of Natural Resources (DNR)

By: _____
Steve Colvin (With delegated authority)

Title: Director, Ecological & Water Resources

Date: 11/8/18

3. Minnesota Board of Water and Soil Resources (BWSR)

By: _____
(with delegated authority)

Title: Wetlands Section Manager

Date: 11/8/18

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This interagency agreement ("agreement") is between the Minnesota Board of Water and Soil Resources ("BWSR") and the Minnesota Departments of Natural Resources ("DNR").

Agreement

1 Term of Agreement

1.1 ***Effective date***: *September 1, 2018*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 ***Expiration date***: *December 31, 2021*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

ML 2018, Regular Session, Chapter 214, Article 4, Section 2, Subd. 9(h) appropriated $750,000 to DNR for an agreement with the Crow Wing County Soil and Water Conservation District to increase watershed protection to maintain and improve water quality in lakes and rivers in Aitkin and Crow Wing Counties with about ten permanent RIM conservation easements and 12 forest stewardship plans and by implementing six best management practices. Of this amount, up to $59,000 may be contributed to an easement stewardship account established under Minnesota Statutes, section 103B.103, as approved in the work plan.

DNR is in need of administration services from BWSR because of their expertise with RIM Easements and working with the Soil and Water Conservation Districts, duties will include:

RIM Easement Acquisition

Contract Management:

- Prepare grant agreements and amendments

Training and Communications:

- Communicate regularly, informally and formally, with LCCMR staff and grant recipients
- Train recipients on state grant requirements, including reporting procedures, proper documentation of expenses, policies, etc.

Reimbursement:

- Review reimbursement requests to ensure claimed reimbursements include sufficient documentation and comply with state and session laws, the LCCMR approved work plan, and the Office of Grants Management policies.

Fiscal and Close-out

- Encumber funds
- Financial reporting/reconciliation
- Grant monitoring

3 Considerations and Payment

- DNR to transfer $750,000 to BWSR.

4 Conditions of Payment

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

5 Authorized Representative

BWSR's Authorized Representative, or his successor, is:
Bill Penning
Board of Water and Soil Resources
444 Pine St. Suite 130
St. Paul, MN 55155
(651) 262-6403

DNR's Authorized Representative, or his successor, is:

Katherine Sherman-Hoehn
Minnesota Department of Natural Resources
500 Lafayette Rd.
St. Paul, MN 55155
(651) 259-5533

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.

DEPARTMENT OF NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Chief Financial Officer

Date: 10/22/18

BOARD OF WATER AND SOIL RESOURCES

By: _____
(With delegated authority)

Title: Assistant Director

Date: 10/12/18

149235
10/18/18
Kim M.

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This interagency agreement ("agreement") is between the Minnesota Departments of Natural Resources ("DNR") and the Minnesota Board of Water and Soil Resources ("BWSR").

Agreement

1 Term of Agreement

1.1 ***Effective date:*** *September 1, 2018*, 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, 2020*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

ML 2018, Regular Session, Chapter 214, Article 4, Section 2, Subd. 4(i) appropriated $600,000 to BWSR for a grant to the Alexandria Lake Area Sanitary District for lake management activities, including, but not limited to, alum treatment in Lake Agnes, carp removal in Lake Winona, and related management and reassessment measures that are intended to achieve and maintain compliance with water quality standards for phosphorus and the total maximum daily load for Lake Winona.

BWSR is in need of administration services from DNR, duties will include:

Contract Management:
- Prepare grant agreements and amendments

Training and Communications:
- Communicate regularly, informally and formally, with LCCMR staff and grant recipients

Reimbursement:
- Review reimbursement requests to ensure claimed reimbursements include sufficient documentation and comply with state and session laws, the LCCMR approved work plan, and the Office of Grants Management policies.

Fiscal and Close-out
- Encumber funds
- Financial reporting/reconciliation
- Grant monitoring

3 Considerations and Payment

- BWSR to transfer $600,000 to DNR.

4 Conditions of Payment

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

5 Authorized Representative

DNR's Authorized Representative, or his successor, is:
Katherine Sherman-Hoehn
Minnesota Department of Natural Resources
500 Lafayette Rd.
St. Paul, MN 55155
(651) 259-5533

BWSR's Authorized Representative, or his successor, is:

Doug Thomas
520 Lafayette Rd.
St. Paul, MN 55155
(651) 215-6338

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.

DEPARTMENT OF NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Chief Financial Officer

Date: 10/22/18

BOARD OF WATER AND SOIL RESOURCES

By: _____
(With delegated authority)

Title: Assistant Director

Date: 10/12/18

contract 149476-Alexandria Lakes
10/24/18 KM

#149235
10/18/18
Kim M.

DEPARTMENT OF NATURAL RESOURCES

INVOICE

Remit To:

MN Dept of Natural Resources
500 Lafayette Road, Box 10
St Paul MN 55155

MN DOT
395 John Ireland Blvd
MS 215
St Paul MN 55155

WIRES-SWIFT
****
Invoice #: 422144
Dated : 29-OCT-2019
GL Date : 29-OCT-2019
Due : 28-NOV-2019

Please pay in SWIFT - MN DOT contact-Malaki Ruranika

Reference ID: MN DOT Coop Agrmt# 1028197

Description	Quantity	Price	Amount
Invoice Request - MN DOT Coop Construction Agreement 1028197/Heartland State Trail/Th10 Slope Reinforcement and storm sewer construction in association with the MNDNR construcrion of the Heartland State Trail-Acorn Lake Segment.	1	308,971.26	308,971.26
Sales Tax			$0.00
Total Due			$308,971.26

For questions regarding this invoice or your account, please call Brenda Klecker at 651 259-5608. Interest may be charged on past due invoices at the rate determined by the state of MN. Pursuant to M.S.604.113, checks returned for non-payment will be charged a $30 service charge and may subject the issuer to additional civil penalties.

MN DOT
395 John Ireland Blvd
MS 215
St Paul MN 55155

Invoice #: 422144
Dated : 29-OCT-2019
Due : 28-NOV-2019

Internal Note: PAT Invoice
Please detach and return this portion with payment of $308,971.26

DEPARTMENT OF NATURAL RESOURCES

Internal Memo

Date: **10/29/2019**

To: **Brenda Klecker**

From: **Kent Skaar**

RE: Invoice Request – MN DOT Coop Construction Agreement 1028197/ Heartland State Trail / TH10 Slope Reinforcement and storm sewer construction in association with the MNDNR construction of the Heartland State Trail - Acorn Lake Segment

Brenda,

At your earliest convenience please generate an invoice to the Minnesota Department of Transportation (MNDOT) under the following, in the amount of $308,971.26:

Coop. Construction Agreement No. 1028197

Attached is a copy of:

Coop. Construction Agreement No. 1028197
Coop Construction Agreement Cover Letter
Construction Contract with Carl Bolander & Sons, LLC

The account that the funding should be directed to when received is the following:

20 - 2001 – R2934754 – R294215 (MNDOT COOP)

Once prepared please email copies of the invoice and the associated documentation as attached to Malaki Ruranika at MNDOT with copies to Brian Bausman (MnDOT) and myself.

Should you have any questions please contact me at your earliest convenience.

Thank You.

Kent Skaar

DEPARTMENT OF TRANSPORTATION

Office of Project Management and Technical Support
Cooperative Agreements Unit, Mail Stop 682
395 John Ireland Blvd., St. Paul, MN 55155
Office Telephone: (651) 366-4634

Date: February 25, 2019

Kent Staar
Senior Project Manager
500 Lafayette Road
P.O. Box 10
St. Paul, MN 55155-4010

RE: Coop. Const. Agree. No. 1028197
Minnesota Department of Natural Resources
S.P. 0302-84 (T.H. 10=002)
State lump sum payment for slope reinforcement and storm sewer construction by the DNR on T.H. 10

Dear Mr. Staar:

Transmitted herewith for the DNR's use and retention, is a fully executed copy of the subject agreement between the DNR and this department.

The State has received a certified copy of the low bid, and an abstract of all bids received by the DNR, for the proposed DNR contract construction designated by the State as State Project No. 0302-84 (T.H. 10=002).

Be advised of the State concurrence in a construction contract award by the DNR to Carl Bolander and Sons, LLC, the low bidder of this contract. The agreement provides for a lump sum payment by the State to the DNR for the slope reinforcement and storm sewer construction to be performed by the DNR under contract.

Upon receipt from the DNR of a written request in the amount of $308,971.26, which includes certification that the DNR has awarded the contract, the State will process the payment.

If you have questions or need further information, feel free to call me.

Sincerely,

Malaki Ruranika
Cooperative Agreements Engineer

Enclosures

cc: Shiloh Wahl*
Jeff Perkins*
Brian Bausman*
Project Engineer *
Kara Taylor*
April Lucas*

File

MMR:(DRM)

* Electronic Copy

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
DEPARTMENT OF NATURAL RESOURCES
INTERAGENCY AGREEMENT

State Project Number (S.P.): **0302-84**
Trunk Highway Number (T.H.): **10=002**

Original Amount Encumbered
$218,160.00

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

Recitals

1. The DNR will perform grading, bituminous surfacing, and retaining wall construction and other associated construction upon, along and adjacent to Trunk Highway No. 10, 5.4 miles southeast of Detroit Lakes from Woods Lane to Rew Lane according to DNR-prepared plans, specifications and special provisions designated by the DNR and by MnDOT as State Project No. 0302-84 (T.H. 10=002) ("Project"); and
2. The DNR requests MnDOT participate in the costs of the slope reinforcement and storm sewer construction and MnDOT is willing to participate in the costs of said construction and associated construction engineering; and
3. 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 MnDOT 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: 2.4. MnDOT Ownership of Improvements; 5. Maintenance by the DNR; 10. Liability; Worker Compensation Claims; Insurance; 12. MnDOT Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure.

1.4. ***Plans, Specifications, Special Provisions.*** MnDOT-approved DNR plans, specifications and special provisions designated by the DNR and by MnDOT as State Project No. 0302-84 (T.H. 10=002) are on file in the office of the DNR's Project Manager and incorporated into this Agreement by reference ("Project Plans").

1.5. ***Exhibits.*** Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Right-of-Way Use

2.1. ***Limited Right to Occupy.*** MnDOT grants to the DNR (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by MnDOT at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with MnDOT, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms

of applicable permits. MnDOT will have no liability to the DNR (or its contractors or consultants) for revoking this right of occupancy.

2.2. ***MnDOT Access; Suspension of Work; Remedial Measures.*** MnDOT's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the DNR or its contractor. If MnDOT determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then MnDOT may direct the DNR (and its contractor) to take such remedial measures as MnDOT deems necessary. MnDOT may require the DNR (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. MnDOT will have no liability to the DNR (or its contractors or consultants) for exercising its rights under this provision.

2.3. ***Traffic Control; Worker Safety.*** While the DNR (and its contractors and consultants) are occupying MnDOT's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (http://www.dot.state.mn.us/trafficeng/workzone/index.html). All DNR, contractor, and consultant personnel occupying MnDOT's Right-of-Way must be provided with required reflective clothing and hats.

2.4. ***MnDOT Ownership of Improvements.*** MnDOT will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the DNR's contractor with respect to such improvements (if any) will flow to MnDOT. The DNR will assist MnDOT, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the DNR's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of MnDOT, the DNR will undertake such actions as are reasonably necessary to transfer or assign contract rights to MnDOT and to permit subrogation by MnDOT with respect to claims against the DNR's consultants and contractors.

3. Contract Award and Construction

3.1. ***Bids and Award.*** The DNR will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by MnDOT in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.

3.2. ***Bid Documents Furnished by the DNR.*** The DNR will, within 7 days of opening bids for the construction contract, submit to MnDOT's District Engineer a copy of the low bid and an abstract of all bids together with the DNR's request for concurrence by MnDOT in the award of the construction contract. The DNR will not award the construction contract until MnDOT advises the DNR in writing of its concurrence.

3.3. ***Rejection of Bids.*** The DNR may reject and MnDOT may require the DNR to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the DNR will repeat the bidding process in a reasonable period of time, without cost or expense to MnDOT.

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

A. The contract construction will be under the direction of the DNR and under the supervision of a registered professional engineer; however, MnDOT participation construction covered under this Agreement will be open to inspection by MnDOT District Engineer's authorized representatives. The DNR will give the District Engineer at Detroit Lakes five days' notice of its intention to start the contract construction.

B. Responsibility for the control of materials for the contract construction will be on the DNR and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the MnDOT's current "Standard Specifications for Construction".

3.5. ***Completion of Construction.*** The DNR will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate DNR official and MnDOT District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.6. ***Plan Changes.*** All changes in the Project Plans and all addenda, change orders, supplemental agreements and work orders entered into by the DNR and its contractor for contract construction must be approved in writing by MnDOT District Engineer's authorized representative.

3.7. ***Compliance with Laws, Ordinances, Regulations.*** The DNR will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on MnDOT Trunk Highway Right-of-Way, the DNR will not require the contractor to follow local ordinances or to obtain local permits.

3.8. ***Construction Documents Furnished by the DNR.*** The DNR will keep records and accounts that enable it to provide MnDOT, when requested, with the following:

A. Copies of the DNR contractor's invoice(s) covering all contract construction.

B. Copies of the endorsed and canceled DNR warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate DNR official that final construction contract payment has been made.

C. Copies of all construction contract change orders, supplemental agreements and work orders.

D. A certification form, provided by MnDOT, signed by the DNR's Engineer in charge of the contract construction attesting to the following:

i. Satisfactory performance and completion of all contract construction according to the Project Plans.

ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to MnDOT's current "Standard Specifications for Construction".

iii. Full payment by the DNR to its contractor for all contract construction.

E. Copies, certified by the DNR's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.

F. A copy of the "as built" plan sent to the District Engineer.

4. Right-of-Way; Easements; Permits

4.1. The DNR will obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by MnDOT, the DNR will furnish MnDOT with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions required for MnDOT participation construction covered under this Agreement.

4.2. The DNR will convey to MnDOT by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to MnDOT.

4.3. The DNR will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.

4.4. The DNR will submit to MnDOT's Utility Engineer an original permit application for all utilities owned by the DNR to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on MnDOT form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

4.5. ***Limited Use Permit No. 0302-0025.*** The DNR will obtain, through the District's Right-of-Way Area Manager, a Limited Use Permit (LUP) to cover the DNR's liability responsibilities of the Heartland Trail to be constructed upon MnDOT's Right-of-Way.

5. Maintenance by the DNR

Upon completion of the Project, the DNR will provide the following without cost or expense to MnDOT:

5.1. ***Storm Sewers.*** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.

5.2. ***Heartland Trail.*** Maintenance of the Heartland Trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition. LUP No. 0302-0025 will address further maintenance responsibilities of the Heartland trail.

5.3. ***MSE and Sheet Pile Retaining Walls.*** Maintenance of any retaining wall construction. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable and aesthetically acceptable condition.

5.4. ***Additional Drainage.*** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of MnDOT's District Hydraulics Engineer at Detroit Lakes and is incorporated into this Agreement by reference.

6. Basis of MnDOT Cost

6.1. ***Schedule "I".*** The Preliminary Schedule "I" includes all anticipated MnDOT participation construction items and the construction engineering cost share covered under this Agreement.

6.2. ***MnDOT Participation Construction.*** MnDOT will participate in the following at the percentages indicated. The construction includes MnDOT's proportionate share of item cost for mobilization.

A. 100 Percent will be MnDOT's rate of cost participation in all of the slope reinforcement and storm sewer construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".

6.3. ***Construction Engineering Costs.*** MnDOT will pay a construction engineering charge equal to 8 percent of the total MnDOT participation construction covered under this Agreement.

7. MnDOT Cost and Payment by MnDOT

7.1. ***MnDOT Cost.*** **$218,160.00** is MnDOT's estimated share of the costs of the contract construction which includes the 8 percent construction engineering cost 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 review of the construction contract bid documents described in Article 3.2., MnDOT will decide whether to concur in the DNR's award of the construction contract and, if so, 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.

7.2. ***Conditions of Payment.*** MnDOT will pay the DNR the full and complete lump sum amount as shown in the Revised Schedule "I", after the following conditions have been met:

A. Encumbrance by MnDOT of MnDOT's full and complete MnDOT funded lump sum cost share as shown in the Revised Schedule "I".

B. Approval by MnDOT's Land Management Director at St. Paul of certified documentation, submitted by the DNR, for all right-of-way and easement acquisitions required for the contract construction.

C. Execution of this Agreement and transmittal to the DNR, including a letter advising of MnDOT's concurrence in the award of the construction contract.

D. MnDOT's receipt of a written request from the DNR for the advancement of funds. The request will include certification by the DNR that all necessary parties have executed the construction contract.

7.3. ***Limitations of MnDOT Payment; No MnDOT Payment to Contractor.*** MnDOT's participation in the contract construction is limited to the lump sum amount shown in 7.1, and MnDOT's participation will not change except by a mutually agreed written amendment to this Agreement. MnDOT's payment obligation extends only to the DNR. The DNR's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The DNR's contractor will have no right to receive payment from MnDOT. MnDOT will have no responsibility for claims asserted against the DNR by the DNR's contractor.

8. 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.

8.1. MnDOT's Authorized Representative will be:

Name/Title:	Maryanne Kelly-Sonnek, Cooperative 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

8.2. The DNR's Authorized Representative will be:

Name/Title:	Kent Skaar, Senior Project Manager (or successor)
Address:	500 Lafayette Road, Box 10, St. Paul, MN 55155-4010
Telephone:	(651) 259-5636
E-Mail:	kent.skaar@state.mn.us

9. Assignment; Amendments; Waiver; Contract Complete

9.1. ***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.

9.2. ***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.

9.3. ***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.

9.4. ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between MnDOT and the DNR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims; Insurance

10.1. 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 MnDOT and the DNR.

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

10.3. The DNR may require its contractor to carry insurance to cover claims for damages asserted against the DNR's contractor.

11. Nondiscrimination

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

12. MnDOT 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 MnDOT and MnDOT Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

The DNR and MnDOT must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnDOT 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 MnDOT.

14. 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.

15. Termination; Suspension

15.1. ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by MnDOT for insufficient funding as described below.

15.2. ***Termination for Insufficient Funding.*** MnDOT 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 payment of the services covered here. Termination must be by written or fax notice to the DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

15.3. ***Suspension.*** In the event of a total or partial government shutdown, MnDOT may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

16. 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.

[The remainder 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: Melissa Brand

Date: 6/27/18

SWIFT Purchase Order No. 3000406519

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.

Recommended for Approval:

By: Kent Skaar

Title: Senior Project Manager Parks + Trails Division

Approved:

By: Phil Gaff

Title: Deputy Director

Date: 07/20/2018

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: Shiloh Wahl
(District Engineer)

Date: 7-30-18

Approved:

By: Brad Miller
(MnDOT Design Engineer)

Date: 7/26/18

COMMISSIONER OF ADMINISTRATION
MnDOT Contract Mgmt

By:
(With Delegated Authority)

Date: Aug 2, 2018

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

MKS

"PRELIMINARY SCHEDULE "I"

Agreement No. 1028197

Minnesota Department of Natural Resources

S.P. 0302-84 (T.H. 10=002) Preliminary: June 6, 2018

MnDOT Funds

Grading, bituminous surfacing, and retaining wall construction performed under
City contract with ____
located on the north side of Trunk Highway No. 10, 5.4 miles southeast of Detroit Lakes from Woods Lane to Rew Lane.

STATE COST PARTICIPATION	
Slope reinforcement and Storm Sewer From Sheet No. 2	202,000.00
Construction Engineering (8%)	16,160.00
(1) Encumbered Amount	**$218,160.00**

(1) Amount of advance payment as described in Article 7.2 of the Agreement (estimated amount)

(1) 100% STATE
(P) = PLAN QUANTITY

1028197

ITEM NUMBER	S.P. 0302-84 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.12	90,000.00	10,800.00
2411.604	ANCHOR REINFORCED VEGETATED SLOPE	SQ YD	1.00	177,750.00	177,750.00
2501.502	24" RC PIPE APRON	EACH	1.00	700.00	700.00
2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	1.00	5,500.00	5,500.00
2511.507	RANDOM RIP RAP CLASS IV	CU YD	0.85	7,500.00	6,375.00
2575.608	SEED MIXTURE DESIGN SPECIAL	POUND	1.00	875.00	875.00
				TOTAL	$202,000.00
	(1) 100% STATE COST	**$202,000.00**			

REVISED SCHEDULE "I"
Agreement No. 1028197
Minnesota Department of Natural Resources

S.P. 0302-84 (T.H. 10=002)
MnDOT Funds

Preliminary: June 6, 2018
Revised: February 22, 2018

Grading, bituminous surfacing, and retaining wall construction performed under
MnDNR contract with Carl Bolander and Sons, LLC
located on the north side of Trunk Highway No. 10 5.4 miles southeast of Detroit Lakes from Woods Lane to Rew Lane

STATE COST PARTICIPATION	
Slope reinforcement and Storm Sewer From Sheet No. 2	286,084.50
Construction Engineering (8%)	22,886.76
(1) Encumbered Amount	**$308,971.26**

(1) Amount of advance payment as described in Article 7.2 of the Agreement (estimated amount)

(1) 100% STATE
(P) = PLAN QUANTITY

1028197

ITEM NUMBER	S.P. 0302-84 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.10	256,895.00	25,689.50
2411.604	ANCHOR REINFORCED VEGETATED SLOPE	SQ YD	3,950.00	62.00	244,900.00
2501.502	24" RC PIPE APRON	EACH	1.00	1,000.00	1,000.00
2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	1.00	5,300.00	5,300.00
2511.507	RANDOM RIP RAP CLASS IV	CU YD	85.00	92.00	7,820.00
2575.608	SEED MIXTURE DESIGN SPECIAL	POUND	25.00	55.00	1,375.00
				TOTAL	$286,084.50
	(1) 100% STATE COST	**$286,084.50**			

Data is considered Non-public prior to project award.

DEPARTMENT OF TRANSPORTATION

MnDOT District 4
1000 Highway 10 West
Detroit Lakes, MN 56501

March 6, 2019

Mr. Kent Skaar
Senior Project Manager
Minnesota Department of Natural Resources
500 Lafayette Road, Box 10
St. Paul, MN 55155-4010

RE: MnDOT Concurrence of Low Bid for SP 0302-84 (Heartland Trail Project)
Agreement No. 1028197
Minnesota Department of Natural Resources

Dear Mr. Skaar,

I have received a copy of the Prime Contractor Response Form from the apparent certified low bidder for the above referenced project, Carl Bolander and Sons, LLC. The unit pricing shown on the form indicates MnDOT's participation has increased to $308,971.26 from the Preliminary Schedule "I" amount of $218,160.00 shown in MnDOT Contract No. 1028197. MnDOT has reviewed the unit pricing shown on the form and found it acceptable to proceed with the Revised Schedule "I" for the agreement.

If you have any questions, please contact Brian Bausman, MnDOT Project Manager, at 218-846-7944.

Sincerely,

Shiloh Wahl

Shiloh Wahl, P.E.
Transportation District Engineer

CC: Malaki Ruranika, Cooperative Agreements, MnDOT MS 682
Dana Myers, Cooperative Agreements, MnDOT MS 682
Tom Lundberg, ADE Program Development Manager, MnDOT District 4

Equal Opportunity Employer

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

January 18, 2019

Mr. Tim Gillen, CFO
Carl Bolander & Sons, LLC
251 Starkey Street
St. Paul, MN 55107
tim@bolander.com

Re: Heartland Trail – Acorn Lake, Heartland Trail, Near Detroit Lakes, for the Department of Administration
Contract No. 151510, Project No. 2019-080-01-8T129

Dear Mr. Gillen:

Enclosed is your executed file copy of the Contract for the project referenced above.

In accordance with the terms of the Contract, **this is your final notice to proceed.** This letter establishes the Contract start date. Your company may proceed with all requirements of the Contract.

The substantial completion date is: work cannot commence before: Receipt of Notice to Proceed. All work other than clearing of trees cannot commence prior to June 3, 2019.

The Final completion date is: September 25, 2019

The Targeted Group Subcontractors/Suppliers goal for this contract is 1%.

Sincerely,

Duane L. Kroll

Duane L. Kroll
Acquisition Management Specialist

Enclosure

c:

Tyler Koos, DNR
Duane L. Kroll, Office of State Procurement
Marlys Williamson, Risk Management
Robert Stempihar, Barr Engineering Company
Kent Skaar, DNR
Office of Equity in Procurement
Department of Human Rights

STATE OF MINNESOTA
CONTRACT
CONSTRUCTION PROJECTS

Contract No.:	151510	
Encumbering No.:	3000144765	Line 1: $2,859,500.00
Project No.:	2019-080-01-8T129	
Vendor No.:	0000193044	

THIS AGREEMENT, made by and between the State of Minnesota, herein called the "State," and **Carl Bolander & Sons, LLC,** a Limited Liability Company formed under the laws of the State of Minnesota, located at **251 Starkey Street, St. Paul, MN 55107,** herein called the "Contractor,"

WITNESS THAT: The State, acting by and through its commissioner of Administration, has advertised the project described as follows:

Furnish all materials and labor necessary for the **Heartland Trail – Acorn Lake, Heartland Trail, Near Detroit Lakes, for the Department of Administration,** and in accordance with the Contract Documents as defined in the AIA A201 General Conditions of the Contract for Construction, 2017 Edition as modified by the State of Minnesota, Article 1.1.1 of the bid specifications pertaining to the project (hereinafter Contract Documents), which are heretofore incorporated by reference.

AND, WHEREAS the Contractor has on **December 21, 2018,** submitted a signed proposal, hereby made a part of this Contract as if fully set forth herein, to construct this project for the payment of the sums set forth in the proposal, which sums amount to a total Contract price of **$2,859,500.00 (Two Million Eight Hundred Fifty-Nine Thousand Five Hundred Dollars).**

THEREFORE, the Contractor, in consideration of the payment for the price and compensation set forth in the proposal, agrees to furnish, except as may be otherwise provided herein, all labor, services, means of construction, and material required for and to construct, install complete, and finish this project as specified in the project Contract Documents to the satisfaction in every respect of the architect or other designated representative of the State, within the time herein specified.

The Contractor shall commence requirements of the Contract as notified by the State. The Contractor shall proceed with diligence, and **work cannot commence before: Receipt of Notice to Proceed. All work other than clearing of trees cannot commence prior to June 3, 2019. Final completion of the work will be within 80 working days starting on June 3, 2019.** Time is of the essence in completing this Contract.

It is distinctly understood and agreed that no final payment under this Contract shall be made until the Contractor has satisfactorily shown that she/he has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of income tax on wages at the source. It is further understood and agreed that a certificate executed by the commissioner of Revenue shall satisfy this requirement.

Targeted Group Subcontractors/Suppliers goal for this contract is 1%. At final contract payment a penalty of up to six percent (6%) of the contract not to exceed $60,000 will be invoked **if the TGB subcontracting goal has not been met or a waiver has not been issued.**

This Contract shall become binding upon the parties when signed by the Contractor, signed on behalf of the State by the head of the interested department or agency, approved by the Department of Administration, Office of State Procurement, and show the encumbering numbers which certify hereon that the appropriation and allotment have been encumbered for the full amount of the Contract liability.

IN WITNESS WHEREOF the State has caused this Contract to be signed by its authorized officers and the Contractor.

CARL BOLANDER & SONS, LLC

The Contractor certifies the appropriate person(s) executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Print: Timothy E. Gillen

Title: CFO

Date: 1/7/19

By: _____

Print: Mark R. Ryan

Title: President

Date: 1/7/19

DEPARTMENT OF NATURAL REOURCES
In accordance with Minn. Stat. § 16C.03, Subd. 3a.

By: _____

Title: Deputy Director

Date: 1/17/2019

COMMISSIONER OF ADMINISTRATION
Or delegated representative

By: _____

Date: 1-18-19

Transactions (New Parks and Trails / USD)

Transaction

Source	Parks and Trails	Date	29-OCT-2019
I Nbr/Transaction Nbr	422144	GL Date	29-OCT-2019
Class	Invoice	Currency	USD
Type	PAT Invoice	Document Num	
Reference	MN DOT Coop Agrmt# 1028197	Transaction	
Legal Entity	MN DNR LE		☑ Complete

Balance Due

Line	308971.26
Tax	0.00
Freight	0.00
Charges	0.00
Total	308971.26

Details | Refresh

Main | More | Notes | Commitment | Reference Information

	Ship To	Bill To
Name		MN DOT
Number		1790100001-2
Location		39305
Address		395 John Ireland Blvd
		MS 215
		, , St Paul, MN 55155 United States
Contact		

Sold To

Name	MN DOT
Number	1790100001-2

Paying Customer

Name	MN DOT
Number	1790100001-2
Location	39305

Commitment	
Payment Term	NET 30
Invoicing Rule	
Due Date	28-NOV-2019

Payment Details

Receipt Method	
Payment Method	
Instrument Number	

Distributions (New Parks and Trails)

Accounts For All Lines

Trans Line	Detail Line	Class	GL Account	GL Date	%	Distribution Amount
		Receivable	1000.R2934000.------- INTRNL ---.---.---------.-----	29-OCT-2019	100.0000	308971.26
1		Revenue	2001.R2934754.R294215.512605 --- ---.---------	29-OCT-2019	100.0000	308971.26

Transaction Line Amount: 308971.26

GL Posted Date		Accounting Rule	
Description	Other Misc Special Revenu.PAT CO Development.PAT MNDOT Coop Agrmt.Interagency Agreements.Default.Default.Defa		
Tax Account			

Mn/DOT Contract No: **01585**

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
DEPARTMENT OF NATURAL RESOURCES
INTER-AGENCY AGREEMENT

State Project Number (SP):	**6280-308**	**Estimated Amount Receivable**
Trunk Highway Number (TH):	**35E=390**	**$187,797.99**
State Aid Project (SAP):	**062-633-004**	
State Aid Project (SAP):	**164-137-008**	
State Aid Project (SAP):	**164-020-122**	
State Aid Project (SAP):	**164-288-013**	
State Aid Project (SAP):	**164-267-004**	
Federal Project Number:	**HPP-HPPH-HPPS-BRIM-IM 62313 (094)**	

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

Recitals

1. Mn/DOT will perform grading, bituminous and concrete surfacing, retaining walls signals, TMS, signing lighting, ADA improvements and bridges No.'s 62608, 62609, 62610, 62856, 62918, 62919, 62920, 62921, 62924, 62925, 62926 construction and other associated construction upon, along and adjacent to Trunk Highway No. 35E from 580' south of University Avenue to 760' north of Maryland Avenue according to Mn/DOT-prepared plans, specifications and special provisions designated by Mn/DOT as State Project No. 6280-308 (T.H. 35E=390)("Project"); and
2. The Mn/DNR has requested Mn/DOT include in its Project the extension of the Gateway Trail south of Cayuga Street construction; and
3. The Mn/DNR wishes to participate in the costs of the extension of the Gateway Trail south of Cayuga Street construction and associated construction engineering; and
4. A separate agreement between Mn/DOT and City of St. Paul, Agreement No. 01637, Ramsey County, Agreement No. 01607, Metropolitan Airports Commission, Agreement No. 01846 and Met Council, Agreement No. 01542 and will address other agreements that are associated with this Project and cover such things as detours, design, const. eng., signal and lighting and maintenance; 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 Mn/DOT 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 Mn/DNR; 8. Liability; Worker

Exhibit C

Compensation Claims; 10. Mn/DOT 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 Mn/DOT as State Project No. 6280-308 (T.H. 35E=390) 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 Mn/DNR Administrator and incorporated into this Agreement by reference.

2. Construction by Mn/DOT

2.1. ***Contract Award.*** Mn/DOT 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 Mn/DOT.*** Mn/DOT 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 Mn/DNR.*** Mn/DNR participation construction covered under this Agreement will be open to inspection by Mn/DNR. If the Mn/DNR believes Mn/DNR participation construction covered under this Agreement has not been properly performed or that the construction is defective; the Mn/DNR will inform the Mn/DOT District Engineer's authorized representative in writing of those defects. Any recommendations made by the Mn/DNR are not binding on Mn/DOT. Mn/DOT will have the exclusive right to determine whether Mn/DOT's contractor has satisfactorily performed Mn/DNR participation construction covered under this Agreement.

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

A. Mn/DOT will make changes in the Project Plans and contract construction, which may include Mn/DNR participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with Mn/DOT's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. Mn/DOT District Engineer's authorized representative will inform the appropriate Mn/DNR official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the Mn/DNR participation construction covered under this Agreement.

B. Mn/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 Mn/DOT. If Mn/DOT determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, Mn/DOT will cause the additional work or plan changes to be made.

2.4. ***Satisfactory Completion of Contract.*** Mn/DOT will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by Mn/DOT of the completed contract construction will be final, binding and conclusive upon Mn/DNR as to the satisfactory completion of the contract construction.

2.5. ***Permits***

A. ***Limited Use Permit.*** The Mn/DNR will obtain, through the District's Right of Way Area Manager, a Limited Use Permit to cover the Mn/DNR's liability and maintenance responsibilities of Gateway trail extension south of Cayuga St. to be constructed upon Mn/DOT right-of-way.

3. Maintenance by the Mn/DNR.

Upon completion of the project, the Mn/DNR will provide the following without cost or expense to Mn/DOT:

Exhibit C

3.1. ***Bikeways/Multi-use Trails.*** Upon completion of the multi-use Gateway Trail within the T.H. right-of-way and on Mn/DOT bridges construction to be performed under the construction contract, the DNR shall provide for the proper maintenance of the multi-use Gateway Trail and all of the facilities a part thereof, in accordance with the future Limited Use Permit without cost or expense the Mn/DOT. The DNR agrees to execute the Limited Use Permit within one year of executing this Agreement.

3.2. ***Future Responsibilities.*** Upon completion of the Gateway Trail construction, the Mn/DNR will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of Gateway Trail and all of the facilities constructed as part of this Agreement, without cost or expense to the Mn/DOT.

4. Basis of Mn/DNR Cost

4.1. ***SCHEDULE "I".*** The Preliminary SCHEDULE "I" includes all anticipated Mn/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. ***Mn/DNR Participation Construction.*** Mn/DNR will participate in the following at the percentages indicated. The construction includes the Mn/DNR's proportionate share of item costs for mobilization and traffic control.

A. 20 Percent will be the Mn/DNR's rate of cost participation in all of the Gateway Trail bikeways and multi-use trails construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary SCHEDULE "I".

4.3. ***Construction Engineering Costs.*** The Mn/DNR will pay a construction engineering charge equal to 8 percent of the total Mn/DNR participation construction covered under this Agreement.

4.4. ***Plan Changes, Additional Construction, Etc.*** The Mn/DNR will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the Mn/DNR participation construction covered under this Agreement, including any Mn/DNR requested additional work and plan changes.

The Mn/DOT reserves the right to invoice the Mn/DNR for the cost of any additional Mn/DNR requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

5. Mn/DNR Cost and Payment by Mn/DNR

5.1. ***Mn/DNR Cost.*** $187,797.99 is the Mn/DNR's estimated share of the costs of the contract construction 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, Mn/DOT will prepare a Revised SCHEDULE "I" based on construction contract unit prices.

5.2. ***Conditions of Payment.*** Mn/DNR will pay Mn/DOT the full and complete lump sum amount, as shown in the Revised SCHEDULE "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the Mn/DNR, including a copy of the Revised SCHEDULE "I".

B. The Mn/DNR's receipt of a written request from the Mn/DOT for the advancement of funds.

5.3. ***Final Payment, Additional Mn/DNR Requested Work***

Upon completion of all contract construction and upon computation of the final amount due Mn/DOT's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, Mn/DOT will prepare a Final SCHEDULE "I" and submit a copy to the Mn/DNR. The Final SCHEDULE "I" will be based on final quantities of any additional Mn/DNR requested participation construction items and the

Exhibit C

construction engineering cost share due to additional requested work. The computation by Mn/DOT of the amount due from the Mn/DNR will be final, binding and conclusive.

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. Mn/DOT'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
Fax:	(651) 366-4769
E-Mail:	maryanne.kellysonnek@state.mn.us

6.2. Mn/DNR's Authorized Representative will be:

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

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 Mn/DOT and the Mn/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 parties.

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. Mn/DOT Audits

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

Exhibit C

11. Government Data Practices

The Mn/DNR and Mn/DOT 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 Mn/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 Mn/DNR or Mn/DOT.

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.*** Mn/DOT 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 Mn/DNR.

13.3. ***Suspension.*** In the event of a total or partial government shutdown, Mn/DOT 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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DNR ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Laura Ocha

Date: Oct 8, 2012

SWIFT Purchase Order No. 3-28763

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.

Recommended for Approval:

By: KENT SKAAR

Title: Senior Project Manager/Parks & Trails Division

Approved:

By:

Title: Deputy Director, Parks & Trails Division

Date: 10-12-12

10/11/12 CJM

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: Scott L [illegible]
(District Engineer)

Date: 10/17/12

Approved:

By: Ann Sabo
(State Design Engineer)

Date: 10/18/12

~~**COMMISSIONER OF ADMINISTRATION**~~
Mn/DOT Contract Management

By:
(With delegated authority)

Date: Oct 23, 2012

INCLUDE COPY OF RESOULUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

Exhibit C

MK-S

PRELIMINARY SCHEDULE "I"

Agreement No. 01585

Mn/DNR

S.P. 6280-308 (T.H. 35E=390) Preliminary: August 14, 2012
S.A.P. 062-633-004
S.A.P. 164-137-008
S.A.P. 164-020-122
S.A.P. 164-288-013
S.A.P. 164-267-004
Fed. Proj. HPP-HPPH-HPPS-BRIM-IM 6213 (094)

Grading, bituminous and concrete surfacing, retaining walls, signals, lighting, ADA improvements and bridges No.'s 62608, 62609, 62610, 62856, 62918, 62919, 62920, 62921, 62924, 62925 and 62926 construction to start approximately 15 December, 2012 under State Contract No. _____ with _____ located on T.H. 35E from 580' south of University Ave. to 760' north of Maryland Ave.

Mn/DNR COST PARTICIPATION	
From Sheet No. 2	187,797.99
Subtotal	$187,797.99
(1) Total City Cost	$187,797.99

(1) Amount of advance payment as described in Article 5 of the agreement (Estimated amount)

Exhibit C

Data is considered Non-public prior to project award.

(1) 20% DNR

ITEM NUMBER	S.P. 6280-308 WORK ITEM		UNIT	QUANTITY (1)	UNIT PRICE	COST
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	(1)	TON	671.00	52.52	7,048.18
2211.503	AGGREGATE BASE (CV) CLASS 5	(1)	CU YD	440.00	19.80	1,742.40
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	(2)	TON	336.00	53.00	3,561.60
2211.503	AGGREGATE BASE (CV) CLASS 6	(2)	CU YD	283.00	18.60	1,052.76
2521.501	4" CONCRETE WALK	(3)	SQ FT	2,950.00	3.43	2,023.70
2211.503	AGGREGATE BASE (CV) CLASS 5	(3)	CU YD	54.60	19.80	216.22
2563.601	TRAFFIC CONTROL		LS	0.002	4,000,000.00	8,000.00
2021.501	MOBILIZATION		LS	0.002	4,800,000.00	9,600.00
	BRIDGE NO. 62610	(4)	BR. TOTAL	0.036	3,906,727.00	140,642.17
					Subtotal	$173,887.03
	8% Mn/DOT CONSTRUCTION ENGINEERING		LUMP SUM			$13,910.96
					TOTAL	$187,797.99
		100% Mn/DNR	$187,797.99			

NOTES

(1) - 20% OF TRAIL COSTS BETWEEN CAYUGA STREET AND UNIVERSITY AVENUE (NOT ON BRIDGE)

(2) - 20% OF ROAD CONSTRUCTION COSTS ON L'ORIENT BETWEEN A PT 300 FT NORTH OF ARCH STREET AND UNIVERSITY AVE

(3) - 20% OF SIDEWALK RECONSTRUCTION ON L'ORIENT BETWEEN A PT 300 FT NORTH OF ARCH STREET AND UNIVERSITY AVE

(4) - 20% OF 12' TRAIL ON BRIDGE 62610 (4272 SQ FT/23350 SQ FT BRIDGE X 0.2)

Exhibit C

MnDOT Contract No: **1027122**

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

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

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 Skow / Recommended.

Title: Senior Project Manager

Date: 4/28/17

By:

Title: Deputy Director

Date: 4/28/2017

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: Jon Huseby
(District Engineer)

Date: 5/4/17

Approved:

By:
(State Design Engineer)

Date: 5/18/17

COMMISSIONER OF ADMINISTRATION

By:
(With delegated authority)

Date: 05/22/2017

50216

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

Ard Kane
CONTRACT # 124317
3-112353

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 Precent **Capped at $304,916.00**	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			
(2) Total DNR Obligation less Federal Funds	**$1,104,013.17**			

(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)

Data is considered Non-public prior to project award.

(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

Data is considered Non-public prior to project award.

(P) = PLAN QUANTITY

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

Data is considered Non-public prior to project award.

REVISED SCHEDULE "I"
Agreement No. 1027122
DEPARTMENT OF NATURAL RESOURCES

S.P. 3417-18 (T.H. 71 = 141)
S.P. 092-090-055
State Funds

Preliminary: March 14, 2017
Revised: June 19, 2017

Box culvert construction to start approximately 2017 under
State Contract No. 170085 with Hardrives, Inc.
located on T.H. 71.

COST PARTICIPATION

	TOTAL Construction Cost	TAP Fund 80 Precent **Capped at $304,916.00**	Remaining DNR cost after capped TAP funds	DNR 20 Percent
(1) From Sheet No. 3 - Construction	$1,062,542.81	$92,149.17	$947,356.35	$23,037.29
From Sheet No. 4 - Box Culvert	$265,958.54	$212,766.83		53,191.71
Construction Sub-total	$1,328,501.35			
				$76,229.00
Construction Engineering (8%) (On Total Construction Cost)	$106,280.11			
Construction + Construction Engineering Subtotals	1,434,781.46			
(2) Total DNR Obligation less Federal Funds	**$1,129,865.46**			

(1) Amount of total DNR obligation as described in Article 5.1 of the Agreement.
(2) Amount of advance payment as described in Article 5.2 of the Agreement.

(1)=80%/20% TAP capped at $304,916.00, remainder 100% DNR
(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 092-090-055 WORK ITEM - CONSTRUCTION		UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION		LUMP SUM	0.20	325,000.00	65,000.00
2031.501	FIELD OFFICE TYPE D		EACH	0.20	8,959.90	1,791.98
2101.506	GRUBBING		ACRE	2.50	4,026.62	10,066.55
2104.501	REMOVE PIPE CULVERTS		LIN FT	514.00	6.04	3,104.56
2104.501	REMOVE BARBED WIRE FENCE		LIN FT	929.00	7.30	6,781.70
2104.509	REMOVE PIPE APRON		EACH	12.00	251.66	3,019.92
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)		LIN FT	75.00	1.76	132.00
2105.604	GEOTEXTILE FABRIC TYPE V		SQ YD	1,812.00	2.01	3,642.12
2106.501	EXCAVATION - COMMON	(P)	CU YD	35,771.00	5.03	179,928.13
2106.505	EXCAVATION - MUCK	(P)	CU YD	1,362.00	6.04	8,226.48
2106.521	GRANULAR EMBANKMENT (CV)	(P)	CU YD	38,731.00	7.20	278,863.20
2106.522	SELECT GRANULAR EMBANKMENT (CV)	(P)	CU YD	2,560.00	7.95	20,352.00
2106.523	COMMON EMBANKMENT (CV)	(P)	CU YD	69,173.00	1.16	80,240.68
2118.501	AGGREGATE SURFACING CLASS 1	(P)	CU YD	511.00	16.03	8,191.33
2123.610	TRACTOR MOUNTED BACKHOE		HOUR	20.00	65.43	1,308.60
2211.503	AGGREGATE BASE (CV) CLASS 5	(P)	CU YD	1,693.00	18.48	31,286.64
2215.501	FULL DEPTH RECLAMATION		SQ YD	15,824.00	0.98	15,507.52
2360.503	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C) 1.5" THICK		SQ YD	8,662.00	4.50	38,979.00
2360.503	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C) 4.0" THICK		SQ YD	4,550.00	11.88	54,054.00
2360.503	TYPE SP 12.5 WEARING COURSE MIXTURE (3,A) 3.0" THICK		SQ YD	568.00	7.17	4,072.56
2411.511	STRUCTURE EXCAVATION CLASS E		CU YD	8,457.00	4.03	34,081.71
2451.511	COARSE FILTER AGGREGATE (CV)	(P)	CU YD	62.00	55.37	3,432.94
2451.515	COARSE AGGREGATE BEDDING (CV)	(P)	CU YD	798.00	35.23	28,113.54
2501.511	18" CAS PIPE CULVERT		LIN FT	140.00	40.27	5,637.80
2501.515	18" RC PIPE APRON		EACH	2.00	478.16	956.32
2501.515	24" RC PIPE APRON		EACH	2.00	604.00	1,208.00
2501.561	18" RC PIPE CULVERT DES 3006		LIN FT	166.00	80.53	13,367.98
2501.561	24" RC PIPE CULVERT DES 3006		LIN FT	180.00	89.59	16,126.20
2501.561	30" RC PIPE CULVERT DES 3006		LIN FT	70.00	110.73	7,751.10
2501.569	18" CAS SAFETY APRON		EACH	2.00	402.66	805.32
2501.569	30" RC SAFETY APRON		EACH	2.00	729.83	1,459.66
2501.602	18" SAFETY APRON		EACH	2.00	327.16	654.32
2501.602	24" SAFETY APRON		EACH	4.00	427.83	1,711.32

(1)=80%/20% TAP capped at $304,916.00, remainder 100% DNR
(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 092-090-055 WORK ITEM - CONSTRUCTION	UNIT	QUANTITY	UNIT PRICE	COST (1)
2501.603	18" PIPE CULVERT	LIN FT	28.00	24.16	676.48
2501.603	24" PIPE CULVERT	LIN FT	152.00	30.20	4,590.40
2502.521	4" PE PIPE DRAIN	LIN FT	302.00	7.05	2,129.10
2502.602	CS OVERSLEEVE WITH RODENT GUARD	EACH	1.00	236.56	236.56
2502.602	6" PE INSPECTION TEES	EACH	1.00	171.13	171.13
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	3.00	905.99	2,717.97
2540.602	MAIL BOX SUPPORT	EACH	1.00	105.70	105.70
2554.509	GUIDE POST TYPE B	EACH	6.00	35.23	211.38
2557.501	WIRE FENCE DESIGN SPECIAL VINYL COATED	LIN FT	126.00	85.57	10,781.82
2557.603	BARBED WIRE FENCE	LIN FT	891.00	8.56	7,626.96
2563.601	TRAFFIC CONTROL	LUMP SUM	0.20	53,352.68	10,670.54
2572.501	TEMPORARY FENCE	LIN FT	160.00	10.07	1,611.20
2573.502	SILT FENCE, TYPE MS	LIN FT	3,750.00	1.71	6,412.50
2573.511	WATER TREATMENT TYPE SKIMMER	EACH	1.00	1,092.22	1,092.22
2573.515	FILTER BERM TYPE 5	LIN FT	228.00	25.17	5,738.76
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	576.00	2.42	1,393.92
2573.560	CULVERT END CONTROLS	EACH	7.00	151.00	1,057.00
2574.508	FERTILIZER TYPE 3	POUND	2,638.00	0.32	844.16
2574.508	FERTILIZER TYPE 4	POUND	611.00	0.32	195.52
2574.578	SOIL BED PREPARATION	ACRE	10.90	100.67	1,097.30
2575.501	SEEDING (P)	ACRE	10.90	100.67	1,097.30
2575.502	SEED MIXTURE 25-141	POUND	137.00	2.59	354.83
2575.502	SEED MIXTURE 33-261	POUND	119.00	18.34	2,182.46
2575.502	SEED MIXTURE 35-241	POUND	191.00	13.17	2,515.47
2575-518	TEMPORARY POLY COVERING	SQ YD	2,200.00	2.01	4,422.00
2575.523	EROSION CONTROL BLANKETS CATEGORY 6	SQ YD	221.00	5.03	1,111.63
2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	52,879.00	1.11	58,695.69
2575.523	EROSION CONTROL BLANKETS CATEGORY 4N	SQ YD	704.00	2.01	1,415.04
2575.541	MOWING	ACRE	21.90	35.23	771.54
2575.545	WEED SPRAYING	ACRE	5.40	100.67	543.62
2575.547	WEED SPRAY MIXTURE	GALLON	2.70	80.53	217.43
				TOTAL	1,062,542.81

(1)=80%/20% TAP capped at $304,916.00, remainder 100% DNR
(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 092-090-055 WORK ITEM - BOX CULVERT	UNIT	QUANTITY	UNIT PRICE	COST (1)
2412.511	12X12 PRECAST CONCRETE BOX CULVERT	LIN FT	232.00	981.49	227,705.68
2412.512	12X12 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2.00	19,126.43	38,252.86
				TOTAL	$265,958.54

DEPARTMENT OF TRANSPORTATION

MnDOT Contract # 1028663
MNDNR Contract # 127300

PARTNERSHIP AGREEMENT BETWEEN MINNESOTA DEPARTMENT OF TRANSPORTATON AND MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR MAINTENANCE AT GRAND PORTAGE STATE PARK / REST AREA AND CUSTODIAL SERVICES AT MOUNT JOSEPHINE WAYSIDE

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

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties have jointly constructed the Grand Portage Visitor Center and Rest Area under previous contract and agreement; and
3. The parties wish to cooperatively provide maintenance at the Grand Portage State Park Visitor Center/ Rest Area; and
4. The parties wish to cooperatively provide custodial service at the Mount Josephine Wayside; and
5. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. **Term of Agreement; Exhibits**

   1.1 *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and DNR officials pursuant to Minnesota law.

   1.2 *Expiration date.* This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 6.

   1.3 *Exhibits.* Exhibit A is attached and incorporated into this agreement.

2. **Scope of Work and Responsibilities of Each Party.** The responsibilities of each Party for maintenance of the Grand Portage Rest Area and Mount Josephine Wayside are defined in Exhibit A – Maintenance and Custodial Services.

3. **Authorized Representatives**

   3.1 *General Responsibility.* Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

   3.2 *MnDOT's Authorized Representative* is
   Name: Perry Collins or his successor.
   Title: Maintenance Operations Engineer
   MnDOT – District 1
   Address: 1123 Mesaba Avenue, MS-010, Duluth, MN 55811
   Telephone Number: 218-725-2827

RG

Email Address: perry.collins@state.mn.us

3.3 *DNR 's Authorized Representative* is:
Name: Christa Maxwell or her successor.
Title: District Supervisor (Region 2, D4)
Minnesota DNR
Billing Address: Same as below
Street Address: 1568 Highway 2, Two Harbors, MN 55616
Telephone Number: 218-834-1433
Email Address: christa.maxwell@state.mn.us

4. **Consideration and Payment**

4.1 MnDOT will perform the work identified in Section 1.1 of Exhibit A without reimbursement from DNR. DNR will perform the work identified in Section 1.2 of Exhibit A without reimbursement from MnDOT.

4.2 MnDOT will make an annual payment to the DNR for the custodial services covered by this Agreement, as provided in Sections 3.2 and 4.2 of Exhibit A. The annual payment may be prorated and paid at different intervals if approved by the Operations Task Force.

4.3 Sections 2, 5, 6, 7 and 8 of Exhibit A provide for allocation of certain expenses between the parties. The Operations Task Force will be responsible for balancing the reimbursement amounts and making an annual assessment to the party owing the net reimbursement obligation. This allocation and assessment may happen on a more frequent basis if approved by the Operations Task Force. It is anticipated that MnDOT will generally owe reimbursements to the DNR under this Agreement.

4.4 The party owed the net reimbursement will create and enter an invoice in SWIFT. The party owing the net reimbursement will make payment using the bilateral netting process in SWIFT.

4.5 MnDOT's obligation due to the DNR for FY 2018 through FY 2022 will not exceed $57,400.00 per year, subject to adjustment by the Operations Task Force as provided here:

Visitor Center/Rest Area - Custodial Basic Level Service	$ 50,600.00
Mount Josephine Wayside - Custodial Service	$ 6,800.00
Yearly Cost	$ 57,400.00
Five year term	5
MnDOT's total obligation	$ 287,000.00

MnDOT's total obligation for FY 2018 through FY 2022 will not exceed $287,000.00.

4.6 The obligations of the parties under this Agreement are subject to the appropriation and encumbrance of funds for such purposes as required by applicable law.

5. **Liability**

Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by Minnesota Statutes §3.736 and other applicable law.

6. **Termination:** This Agreement may be terminated by mutual agreement of the parties.

7. **Amendments:** This Agreement may be amended by mutual agreement of the parties.

[The remainder of this page has been intentionally left blank.]

MnDOT Contract # 1028663
MNDNR Contract # 127300

DEPARTMENT OF NATURAL RESOURCES
The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By:
Title: PAT Admin Mgr
Date 6-26-17

COMMISSIONER OF TRANSPORTATION

By: Ann Sabo
For
Title: Asst Division Director - Ops
Date 6/28/17

MNDOT ENCUMBRANCE VERIFICATION
The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By:
Date: 7/13/17
SWIFT Contract # 1284463

MnDOT CONTRACT MANAGEMENT

By:
Date 7-20-17

SWIFT Purchase Order # 3000367188

DNR cont# 127300
6-26-17
B. Kleeher

MnDOT Contract # 00611
MNDNR Contract # 127300

Exhibit A

1. **Parking lot and Access Road Maintenance during Snow Events**
   1.1. **MnDOT Responsibilities.** MnDOT will:
      1.1.1. As appropriate, MnDOT plows will pass through the visitor center/rest area and parking lots but will not clear lots entirely.
      1.1.2. Give priority to clearing Trunk Highway 61before visitor center/rest area and parking lots.
      1.1.3. When TH 61 is clear, MnDOT will completely plow the visitor center/rest area parking lots.
   1.2. **DNR Responsibilities.** DNR will:
      1.2.1. Maintain both parking lots with a quick mounted plow until MnDOT can return from clearing TH 61.
      1.2.2. Assist on an as needed basis, to open the access road and parking lots when MnDOT plows are not available.
      1.2.3. Assist with plowing areas of the parking lots that are difficult to reach with MnDOT trucks.
   1.3. **DNR understands** snow removal and ice control on TH 61 must take priority over the access road to the visitor center/rest area and parking lots.
2. **Parking Lot and Access Road Maintenance; Lighting Facilities**
   2.1. MnDOT will provide for the maintenance of the parking lots and the access road and all of the facilities a part thereof, including the lighting facilities.
   2.2. MnDOT will provide for 100% of the cost of all routine maintenance and repair of the parking lots and access roads which cost $1,000.00 or less per incident.
   2.3. If a parking lot or access road maintenance or repair incident exceeds $1,000.00, DNR will be responsible for 50% of the cost of the incident and MnDOT will be responsible for the remaining 50% of the cost.
   2.4. MnDOT will consult with DNR before undertaking maintenance or repair work in excess of $1,000.00.
   2.5. MnDOT will pay for 100% of the electrical costs of the lighting facilities of the parking lots and exterior area lighting (for safety purposes), without cost to the DNR.
3. **Custodial Services for Visitor Center/Rest Area**
   3.1. DNR will provide staff to perform custodial work within the visitor center/rest area
   3.2. MnDOT will pay $50,600.00 per year for the full cost of the basic level service.
      3.2.1 Basic level service is defined as presence 365 days.
      3.2.2 There will be a minimum of 8 hours of presence from May 1 to October 31and as needed from November 1 to April 30th.
   3.3. High priority custodial service will be custodial maintenance to the rest rooms, parking lot area, and surrounding walks and grounds. Maintenance of the walkways will include snow and debris removal, and other activities necessary to keep the walkways in a safe and usable condition.
   3.4. DNR will pay the costs for any personnel needed in excess of this base-level service, without cost or expense to MnDOT.
   3.5. DNR will supply cleaning equipment, supplies and mowing at no cost to MnDOT.
   3.6. MnDOT will provide and maintain a snow blower.
   3.7. The Grand Portage State Park Manager will supervise personnel.
4. **Custodial Services for the Mount Josephine Wayside**
   4.1. DNR will provide staff to perform custodial work at the Mount Josephine Wayside

Exhibit A

4.2. MnDOT will pay $6,800.00 per year for the cost of Custodial Service. Custodial Service is defined as a presence every day from May 1 to October 30 and 24 hours per week of custodial work during this time frame.

4.2.1. Custodial work will include cleaning of restrooms, emptying of trash and recycling cans and collecting loose trash from walkways and parking lots.

4.3. MnDOT will contract for the trash collection from the dumpster and pumping the septic tanks as needed

5. **Building Maintenance and Repairs**

5.1. Routine Maintenance. The cost of routine building maintenance and repairs of the visitors center/rest area, defined as those activities costing $100 or less per incident, will be the responsibility of the DNR.

5.1.1. Routine building maintenance includes, but is not limited to: maintenance of heating, plumbing and electrical systems, painting, changing light-bulbs, replacing furnace filters, unplugging drains, replacing broken glass and repairing picnic tables and garbage receptacles.

5.2. Non-routine Maintenance. Except for major repairs or replacements of the visitor center/rest area sewage system, Non-Routine maintenance includes all maintenance and repair incidents costing $100.00 or more.

5.3. MnDOT may provide available personnel to assist with non-routine building maintenance activities.

5.4. The cost of non-routine maintenance and repairs of $100 or more will be split 70% DNR and 30% MnDOT.

5.5. Major repairs to the sewage system will be split 36% DNR and 64% MnDOT.

5.6. DNR will be responsible for making the arrangements for the building maintenance and repairs.

5.7. The Grand Portage State Park Manager will contact and consult with MnDOT before undertaking building maintenance work estimated to be in excess of $1,000.00

6. **Trash Collection and Recycling**

6.1. DNR will be responsible for recycling activities for the visitor center/rest areas.

6.2. DNR will be responsible for 70% of the cost of trash collection for the visitor center/rest area, and MnDOT will be responsible for the remaining 30% of the cost.

6.3. DNR will be responsible for contracting for trash collection/recycling.

7. **Building Operations**

7.1. Electrical and Heating Costs.

7.2. Except for electrical costs provided by MnDOT under Section 2.5,

7.2.1. DNR will be responsible for 70% of the cost of electricity and heat for the visitor center/rest area.

7.2.2. MnDOT will be responsible for the remaining 30% of the cost.

7.2.3. MnDOT will be invoiced separately and directly by the power company for the parking lot lighting system and exterior lighting system. The electricity for this system will run on an independent meter.

8. **Telephone Service.**

8.1. DNR will pay 100% of the costs for telephone service in the visitor center office and interpretive center.

8.2. One handicapped accessible TTY courtesy telephone and a rest area security telephone will be incorporated into the visitor center telephone.

8.3. MnDOT will pay for any extraordinary costs associated with the TTY courtesy phone requirement including repairs or replacement.

8.4. DNR and MnDOT will cooperate to provide "North Shore Travel Information Services,"

8.5. DNR will be responsible for displaying and distributing information and interpretive materials in the visitor center/rest area.

9. **Operations Task Force**

9.1. The parties will establish an Operations Task Force for the purposes of overseeing the operation of the facilities, implementing this Agreement, and determining payments/reimbursements under the terms of this Agreement. The Task Force will consist, initially, of the Grand Portage State Park Manager, DNR NE Region Facilities Maintenance Supervisor, and MnDOT's District Maintenance Engineer, with other members to be added at the discretion of each party.

9.2. The Operations Task Force Duties:

9.2.1. Meet periodically to review billings and expenditures and review the Agreement provisions.

9.2.2. Determine the specific maintenance and operational responsibilities of each agency for items not covered under this Agreement.

9.2.3. Determine, based on the percentage allocations specified in this Agreement the dollar value of the services for which each agency will pay annually, and direct that invoicing occur accordingly.

9.2.4. Each agency will be invoiced separately at the agreed upon percentages for any additional services per the Operations Taskforce not covered in this Agreement.

9.2.5. Recommend any changes to the allocations specified in this Agreement as deemed desirable based on actual experience.

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SWIFT Contract 175090

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Natural Resources (DNR) and Board of Water and Soil Resources (BWSR).

Agreement

1 Term of Agreement

1.1 ***Effective date*:** April 13, 2020, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 ***Expiration date*:** September 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The DNR is partnering with BWSR to relocate their office space to a new leased location in an Olmstead County building located at 2118 Campus Drive SE, Suite 300, Rochester, MN. The DNR has agreed to coordinate the design, planning of space, technology, security and communications, furniture, security and technology ordering and move efforts. Initial feasibility and planning efforts were paid entirely by the DNR.

3 Consideration and Payment

BWSR agrees to pay for their share of the above costs based upon the percentage of non-common office space that they occupy. Furniture and equipment for the exclusive use of an agency will be paid for by that agency.

The amount listed in this agreement may be estimated, BWSR agrees to pay the actual costs incurred.

The total obligation of BWSR for all compensation and reimbursements to DNR under this agreement will not exceed $103,990.97.

4 Authorized Representative

DNR's Authorized Representative is Stan Linnell, Buildings Operations Manager, 500 Lafayette Road, St Paul, MN 55155, 651-259-5626 or his/her successor.

BWSR's Authorized Representative is Mary Norton, Facilities Team Lead, 520 Lafayette Road, St Paul, MN 55155, 651-201-2375.

5 Amendments

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

6 Liability

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

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7 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

DocuSigned by:
Cathy Sewrer
E54485EBE2AE4D8...

Signed: _____

May 13, 2020

Date: _____

2. NATURAL RESOURCES

DocuSigned by:
Peter Hark
349A17A3066441C...

By: _____

(With delegated authority)

Bureau Administrator

Title: _____

May 13, 2020

Date: _____

3. BOARD OF WATER AND SOIL RESOURCES

DocuSigned by:
Jeremy Olson
43D7AD2299DC4F8...

By: _____

(with delegated authority)

Chief Financial Officer

Title: _____

May 13, 2020

Date: _____

MODERNIZATION MATURITY ASSESSMENT SURVEY

Purpose:
The purpose of this assessment is to understand each of the State of MN's key agencies' current portfolio and project management practices in relationship to the Modernization Playbook. Assessment results will serve as primary input into the development of IT's Modernization Roadmap.

Scoring:
A 0-5 scale will be used to score your response for each key activity. General guidance for the 0-5 scale is listed below. Each key activity offers specific guidance to assist with rating your agency's practices.

The high-level, general descriptions for the maturity ratings are as follows:

Maturity Rating	Description
0	**Incomplete:** Stated activity is partially completed or impromptu if done at all.
1	**Initial:** The activity, when performed, is reactive and the quality is unpredictable; rework is common, often resulting in delays.
2	**Managed:** The activity is done well but is performed inconsistently (i.e., varies activity-to-activity and project-to-project); no agency-wide established process.
3	**Defined:** There is an established agency-wide process that guides this activity.*
4	**Quantitively managed:** The activity is not only consistently performed agency wide but is quantitatively measured according to defined objectives; the agency is data driven. *
5	**Optimized:** The activity is stable and flexible, continually improved, and adapted to the ever-changing need(s) of the agency and/or relevant stakeholders.*

General Instructions:

1. Rate each listed key activity on a 0-5 scale utilizing the specific guidance.
2. List any comments you may have to further clarify your rating (if applicable) in the text field under each activity. *(E.g., If agency personnel are not consistently applying the content of the rating in all circumstances agency-wide, please note that in comments.)
3. After each section, there is an optional text field to list people, process, or technology gaps that exist within your agency associated with that section's key activities. Please include cost estimates for listed gaps if available. (E.g., If your agency has a policy/standard, but no process, that could be considered a process gap.)

A Glossary is included at the end of this survey (Appendix A) for reference.

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Section 1: Select – Define Problems and Opportunities

Description: Identifying problems that are constraining an agency's ability to realize defined success measures, or opportunities that could be seized to facilitate the businesses outcomes the agency wants to achieve.

Purpose/Value: Clearly defining problems and opportunities (aka "business need") provides clarity when shaping, prioritizing, and ultimately funding modernization projects.

#	Key Activities	Rating Guidance
1	We have a clear understanding of our business functions and processes.	0. We do not have a clear understanding or have an implied understanding of our agency's business functions and processes. 1. Our understanding of our agency's business functions and processes is assumed, or we react to stakeholders' requests. 2. Business functions and processes are widely understood in specific situations or for some initiatives. 3. We have an established process in our agency to document business functions and processes to ensure understanding. 4. Business functions and processes are quantitatively measured, and performance is reported in my agency. 5. We continually improve our business functions and processes and adapt them to the changing requirements of the agency and relevant stakeholders.

Rating: 2

Comments: We have pockets of maturity, particularly when we are using technology or automation. When an IT project has been done, we have well documented processes. We have a strong policy framework, which provides documentation in areas of priority for the agency. For example, sustainability, climate change. Our data governance program will also help with documentation and process in the future.

2	We have established qualitative, quantitative, and results-based performance measures for the delivery and support of services.	0. We have partial or no performance measures for the delivery and support of services. 1. Any service-based performance measures we have are sporadic and reactive. 2. We have established performance measures for certain services but not all. 3. We proactively establish service-centric measures and have processes that guide us in their development in our agency. 4. We have established relevant service-centric measures, regularly measure service performance, and make decisions based upon those results. 5. We have established qualitative, quantitative, and results-based performance measures that are periodically tested for relevance and continually improved.

Rating: 3

Comments: The department has a consistent process via the Performance Measures and the Performance and Accountability report to measure results-based performance across the agency. The department has been using this

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methodology for a number of years and the process is quite mature. The only gap between a 4, is the agency consistently making decisions based on those sets of data.

3	Problem ("need") elicitation: We formally elicit and ensure we thoroughly understand problems and opportunities (business "need") from our key stakeholders inside and outside of our agency.	0. We do not have a process for formally eliciting problems and opportunities from our internal and external stakeholders. 1. We sometimes formally elicit problems and opportunities, but it is oftentimes after the fact and to what extent we perform this activity is unpredictable. 2. We do a great job of ensuring we formally elicit and thoroughly understand our internal and external stakeholders' business need for some initiatives; unfortunately, not all. 3. Formally eliciting and ensuring we thoroughly understand our internal and external stakeholders' business need is always our starting point for all initiatives across our agency. 4. We elicit input from internal and external stakeholders' through regularly scheduled forums and have developed established feedback loops; we measure the effectiveness of each. 5. We have regular communication forums with our internal and external stakeholders during which we have open dialogue regarding how to improve the quality of communication regarding their business needs.

Rating: 3

Comments: We have an established project management framework which helps formally elicit need, and is an expectation of DNR leadership, however this expectation is not always met. Sometimes it is challenging to create the feedback loop between eliciting feedback and then measuring the effectiveness after the project is complete.

4	Quantification of impacts of problem ("need") on current environment: Personnel fulfilling the business analysis (BA) role thoroughly define the business need (problem or opportunity) and quantify the impacts on the current environment.	0. Our business need definition and/or associated impacts are incomplete, if done at all. 1. We sometimes define the business need and associated impact, but it's usually when asked and/or quality of the work is unpredictable. 2. There are no agency-wide established processes for need definition and impact identification, but we do an excellent job for some initiatives. 3. We have documented processes for need definition and impact identification that are consistently applied agency wide. 4. We consistently define the business need and associated impacts; impacts are quantified, and my agency makes decisions based upon the priority of those impacts. 5. In addition to consistently defining the business need and quantifying the associated impacts, we measure the realization of forecasted benefits once the initiative (or project) is completed to ensure the business need and its impacts have been effectively addressed.

Rating: 3

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Comments: Gap: BA resources constraints, Gap: cultural acceptance

5	Identification of the underlying cause(s) of the problem ("need"): We conduct analyses to identify the underlying causes (i.e., drivers) of business problems to more effectively identify viable solution options.	0. Our analyses to identify underlying causes are incomplete, if done at all. 1. We sometimes perform analysis to identify the underlying causes of the problem, but it's typically when asked. 2. There are no established processes for the identification of underlying causes of the problem, but it's performed for specific initiatives. 3. We have established agency-wide processes and techniques for performing analysis to identify the underlying cause(s) for all identified business needs. 4. We consistently perform root cause analysis for all identified business needs and measure the impact of each identified potential root cause to understand which one is most critical to address. 5. We circle back after the solution is implemented to assess whether the root cause(s) for the business need have been effectively addressed. Assessment results inform future initiatives.

Rating: 2

Comments: There are some places where this well, but it is not an established process. Gap: in culture, Gap: culture gap

Section 1: Select – Define Problems and Opportunities

People Gaps:

- Cultural gap in using business analysis to define business need
- Cultural gap for continuous improvement projects
- Resource gap for using BA's on all IT efforts
    - (20 projects pending due to lack of resources)

Process Gaps:

- Agency wide business process documentation
- Agency wide continuous improvement process to determine underlying drivers of business problems

Technology Gaps:

- None identified

Section 2: Select – Solution Strategy

Description: Prior to identifying and evaluating potential solution options, future-state business processes are envisioned and defined. Then, a solution strategy is recommended that effectively addresses the root cause(s) for the business "need" (problem or opportunity) and fulfills the future-state vision definition. The

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recommendation is data-driven and informed by rigorous analysis of multiple variables (e.g., technology, organizational design, policies, processes, in-place strategies, resources/capabilities, etc.).

Purpose/Value: The recommended solution option is the most feasible and valuable way for the agency to reach their desired future state (business outcomes). The key activities ensure a holistic approach and eliminate the tendency to lead with a technology solution.

#	Key Activities	Rating Guidance
1	Future state definition: We envision and define future-state business processes before identifying technology solution options.	0. We do not usually envision and define future-state business processes before identifying technology solution options. 1. We sometimes envision and define future-state business processes before identifying technology solution options, but it's hit and miss and usually when someone asks. 2. We thoroughly envision and define future-state business processes before identifying technology solution options, but the practice is not established agency wide. 3. It is an established process within our agency to envision and define future-state business processes before identifying technology solution options. 4. We measure (current-state) process performance against defined business objectives. 5. We have identified process owners who carefully consider qualitative feedback along with quantitative measures collected at regular intervals to optimize process performance before identifying technology solution options.

Rating: 2

Comments: In our government context, culturally, those roadblocks (like statute, rules, etc). get in the way of us envisioning new ways of doing business. Gap: culture (Good job on big projects) We define the future state as part of formal IT project management process, but there are often areas where solutions

2	We perform a thorough gap analysis between the current state ("need") and desired future state (business outcomes) before identifying solution options.	0. We do not perform a thorough gap analysis between the current and future state before identifying solution options. 1. We sometimes perform a gap analysis between the current and future state before identifying solution options, but it's hit or miss and usually when someone asks for it. 2. We do perform a thorough gap analysis between the current and future state before identifying solution options for some initiatives, but there is no agency-wide established process. 3. It is an established process within our agency to perform a thorough gap analysis between the current and future state before identifying solution options for all initiatives. 4. In addition to #3, we measure and prioritize the gaps between the current and future state before identifying solution options in my agency. 5. We perform robust gap analyses, including the analysis of policies, processes, procedures, business rules, legislation, knowledge and information, technology,

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		infrastructure, resources, etc. and routinely update gap analysis procedures to optimize the technique.

Rating: 2

Comments: Similar assessment as previous question, the department does a good envisioning the future state processes, on large, strategic priorities, but not for the majority of projects

3	We define and prioritize high-level solution (functional and non-functional*) requirements, including system integration and dependencies before identifying solution options. *See glossary	0. We do not define and prioritize requirements before identifying solution options; rather, we rely on the vendors to demo their solution. 1. We might define and prioritize requirements before identifying solution options, but those high-level requirements aren't comprehensive and reliable. 2. We do a great job of defining and prioritizing requirements before identifying solution options for some of our initiatives, but we don't have an agency-wide process. 3. We have an established, agency-wide process that guides defining and prioritizing requirements before identifying solution options for all initiatives. 4. We review our documented requirements for relevance and quality before identifying solution options in my agency. 5. We continually improve this activity to ensure we are collecting the "right" requirements at the "right" depth and breadth to identify the "right" solution options.

Rating: 2

Comments: The department follows MNIT's project management requirements gathering process, but it is performed inconsistently. Sometimes solutions are pursued outside of process.

4	We conduct market and peer research and review in-house solutions when identifying solution options.	0. We do not typically conduct this internal and/or external research. 1. Internal and external research is conducted from time to time when identifying solution options, but it's sporadic and oftentimes done as a result of a leader's directive. 2. For specific initiatives, we do a great job at conducting internal and external research when identifying solution options, but it's not an established agency-wide process. 3. We have an agency-wide established process that guides us in conducting internal and external research when identifying solution options. 4. Solution options are prioritized based upon our internal and external research in my agency. 5. We share best practices for this activity based upon our agency's experience to hone our skills at identifying the most beneficial research sources.

Rating: 3

Comments: We have a strong culture of researching solutions and the project management process. This is occurring, we are not always documenting. We need to do a better job education staff about the project management process. We see mixed results on using the research to determine the solution (may bolster preconceived solution).

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5	We thoroughly assess each solution option (including "do nothing") by conducting a pros vs. cons, feasibility, and financial analyses before recommending one.	0. We do not thoroughly assess each solution option before recommending one. 1. Our assessment of solution options is usually incomplete and unreliable. 2. We don't have an established process for this activity agency-wide, but for some initiatives we do comprehensive analyses. 3. We have an established, agency-wide process and templates that guide us in the execution of comprehensive analyses for each solution option. 4. Agency leadership holds us accountable for rigorous analyses for each solution option and makes funding decisions based upon those analyses. 5. We routinely circle back after the recommended solution is implemented to measure the accuracy of our analyses. Results are used to update agency-wide processes including our analytical techniques.

Rating: 3

Comments: We have started to put more structure and process in place via the departments Technology Information Services (IT governance) team and utilizing the Senior Management Team to prioritize the portfolio. The department has a strong culture of accountability.

Section 2: Select – Solution Strategy

People Gaps:

- "We have always done it this way" mentality can be a roadblock for defining future business processes. This mentality is driven by the complex nature of state law, rulemaking, etc.
- We need to better education staff about the IT project management process

Process Gaps:

- Lack an agency wide process for comparing current and future state business processes

Section 3: Select – Procurement Strategy

Description: Identifying a buy, build, or hybrid approach for the recommended solution option through financial and vendor analysis along with analysis of the State's legacy systems and risk/security requirements to ensure compatibility.

Purpose/Value: Identification of the most effective procurement option based upon the clear understanding of the agency's current and desired future state, and in alignment with the State's long-term strategy and requirements.

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#	Key Activities	Rating Guidance
1	We engage with procurement subject matter experts early in the process to develop a procurement strategy, including costs and time estimates, for the project.	0. We typically do not engage procurement subject matter experts early in projects to develop the procurement strategy. 1. Sometimes we involve procurement early on in initiatives to develop a procurement strategy; we may or may not integrate those activities, costs, and timelines into our analyses. 2. We don't have a standard process in our agency, but for certain initiatives we fully engage procurement subject matter experts in the development of a procurement strategy and integrate those activities, costs, and timelines into our analyses. 3. It is an established practice within our agency to engage procurement subject matter experts early on to develop a procurement strategy and integrate those activities, costs, and time estimates into our analyses. 4. We engage procurement early in the process to develop a procurement strategy; in addition, we measure our actual procurement-related activities, costs, and schedule against our estimates to understand the variance. 5. We utilize procurement-related learnings from past initiatives to guide current initiatives. We hold a retrospective or lessons learned session to understand the effectiveness and efficiency of our chosen procurement strategy and the accuracy of our activity, cost, and time estimates to inform future, like endeavors.

Rating: 4

Comments: We have very mature processes for developing RFPs which involve DNR staff, MNIT staff, and Admin staff. The department has started to do lessons learned as a regular practice and are trending towards a 5 in this area.

2	We choose vendors based on defined evaluation criteria and ensure all the right security controls are in place and align with State's strategies and guidelines.	0. We don't usually define evaluation criteria when choosing vendors and not sure we attend to the right security controls or pay attention to the State's strategies and guidelines. 1. Sometimes we have clearly defined evaluation criteria when it comes to choosing vendors, but we usually define it late in the process and its quality is unpredictable. 2. For some initiatives, we use clearly defined evaluation criteria to choose vendors. However, it's not an established agency-wide process. 3. We have an established agency-wide process which guides us in the development of evaluation criteria for each initiative. 4. We not only define but we weight the evaluation criteria and score each vendor under consideration against that weighted criteria. 5. We utilize lessons learned from previous vendor engagements to inform current decisions. We continually modify evaluation criteria and vendor ranking techniques.

Rating: 4

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Comments: We have very mature processes. We are trending towards a 5.

3	Agency and MNIT leadership employ a comprehensive funding strategy for the recommended technology solution which includes initial acquisition, implementation, and ongoing support costs (solution life cycle costs).	0. We usually don't include all acquisition, implementation and/or ongoing support costs in our funding strategy. 1. We estimate technology solution costs based upon what we know at the time; we typically have to rework the numbers when funding estimates are reviewed by agency and MNIT leadership. 2. For some initiatives, we give due diligence and estimate life cycle costs for the recommended technology solution, but it's not an established process in our agency. 3. We have an established, agency-wide process to estimate life cycle costs for recommended technology solutions. 4. We perform rigorous return-on-investment analyses including all life cycle costs for recommended technology solutions. 5. We compare actual life cycle costs to our initial estimates to understand variance in order to continually improve our funding strategy and provide more reliable up-front estimates.

Rating: 2

Comments: When we do this, we do it well. We don't do it all the time.

Section 3: Select – Procurement Strategy

People Gaps:

Process Gaps:

- Consistently estimating life cycle sots for recommended technology solutions

Technology Gaps:

Section 4: Plan – Project Planning (Analysis, Design, Plan)

Description: Project planning consists of the development of project management plans that include what approach the project will take (i.e., waterfall, agile, hybrid), detailed costs, timelines, and resource requirements for scope attainment, and how people-centric change will be facilitated. It also includes the solution design.

Purpose/Value: Detailed project planning provides a higher probability of success in fulfilling project and business objectives. The project management plan also informs the no/no-go funding decision for execution. The solution design provides evidence of feasibility.

#	Key Activities	Rating Guidance
1	We have a defined and documented project	0. Our methodology(ies) is/are impromptu vs. defined. Or, our methodology(ies) are not documented.

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	methodology or methodologies.	1. Project methodology is sometimes defined and/or documented after the fact or it's changed mid-stream; challenges related to our project methodology sometimes cause confusion and delays. 2. We don't have a defined and documented project methodology in our agency for all projects, but for some projects the methodology is well defined and documented. 3. Our project methodology(ies) is/are defined and documented for all projects within our agency. 4. We have standard metrics included in the project management plan that are measured and reported related to the project methodology(ies). 5. We hold a retrospective or lessons learned session to understand the effectiveness and efficiency of our project methodology(ies), and those learnings are actively used to inform future initiatives.

Rating: 3

Comments: We have a defined methodology that is used on all priority IT projects, there are some exceptions but they are on a limited basis.

2	We document project team members' roles, responsibilities, and level of commitment required given the project methodology.	0. We don't document project team members' role, responsibilities, and level of commitment required given the project methodology. 1. We have a lack of clarity regarding roles, responsibilities, and level of commitment needed given the project methodology; we define it when asked or when it causes problems or delays. 2. We do a great job of documenting project team members' roles, responsibilities, and level of commitment required given the project methodology for some but not all projects within our agency. 3. We have established and documented project team members' roles, responsibilities, and level of commitment required given the project methodology agency wide. 4. Our PMO or project sponsor consults with the Project Manager to ensure project team members' roles, responsibilities, and level of commitment required are appropriate given the project methodology. 5. During our retrospective or lessons learned session we obtain feedback from project team members on role, responsibilities, and level of commitment required given the project methodology to inform future initiatives.

Rating: 3

Comments: We have documented roles and responsibilities which we cover at every IT kick off meeting. We do lessons learned on all large project. Our biggest gap is our PMO does not have enough capacity to do this level of education on every IT project

3	We engage all relevant roles (e.g., architect, security, QA, procurement, etc.) in the development	0. The project plan is usually developed by the project manager; we always seem to miss key activities.

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	of the project management plan.	1. We engage with various roles in the development of the project plan when we have time; we typically end up having to rework parts of the plan to include missing deliverables and activities. 2. Some projects do an outstanding job of including all relevant roles in the development of the project plan; we have pockets of planning excellence but not for all projects in our agency. 3. We have an established, agency-wide process with planning templates to ensure that key roles aren't forgotten. 4. Our agency PMO or project sponsor consults with the project manager to review the project plans to ensure accurate representation. 5. We continually improve our agency-wide process, checklists, and templates based upon feedback and lessons learned/retrospectives to optimize the planning function.

Rating: 4

Comments: We have documented processes and templates. On big IT projects, we utilize lessons learned. Not all staff understand the role of the project sponsor.

4	Our project management plans are detailed enough (i.e., updated return-on-investment estimates) to inform final funding decisions.	0. We almost always get pushback from agency leadership due to lack of pertinent plan-related information. 1. Our quality when it comes to project planning is a bit unpredictable, we sometimes get pushback from agency leadership and must flesh out submitted plans before final funding decisions are made. 2. Some projects do an outstanding job of detailing project plans to the right level to inform final funding decisions; we have pockets of planning excellence, but we can't say that about all projects in our agency. 3. We have an established process in our agency to ensure our project plans are detailed enough to inform final funding decisions. 4. Our agency's PMO or sponsor consults with the project manager to review project management plans for comprehensiveness before submitting for final funding consideration. 5. We continually improve our processes and templates based upon feedback and lessons learned/retrospectives to optimize the planning function.

Rating: 2

Comments: Projects with existing resources meet the mark; challenge when seeking funding externally

5	Modernization projects are appropriately resourced (i.e., funding, people, tools, infrastructure).	0. Our projects never seem to have the "right" resources at the "right" time; oftentimes our resources are pulled for other priorities. 1. Our projects are resourced correctly, but it's unpredictable or we obtain the resources we need a little late after requesting them. 2. Some modernization projects are resourced correctly, and those resources are protected, but not for all projects in our agency. 3. We have an established, agency-wide resource management process. 4. We have a mature forecasting function that is able to resource projects correctly based upon measurements and probabilities in our agency.

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		5. We have a mature resource management function within our agency that measures business benefit realization and reallocates resources based upon the probability and impact of fulfilling or enhancing those benefits.

Rating: 2

Comments: Recognized resource gap – resources are appropriate on priority efforts. Gap is on business AND IT side. This challenge will continue to grow.

Section 4: Plan – Project Planning (Analysis, Design, Plan)

People Gaps:

- We lack adequate resources to have the appropriate IT resources involved in all IT projects
- We need to continue to educate staff about the roles and responsibilities involved in IT projects
- We have a recognized people / funding / tool gap for modernization efforts. This gap is on the business and IT side. This challenge will continue to grow.

Process Gaps:

We lack a process to fully estimate the costs of projects when we seek external funding or when an initiative is passed by the legislature.

Section 5: Do – Execution

Description: During this phase, the primary focus is on "working the plan", ensuring deliverables meet stakeholders' acceptance criteria, communicating status with audience-specific content, identifying new and managing existing risks, measuring fulfillment of project objectives, and managing stakeholder engagement. In addition, project execution includes measuring variance to plan and course-correcting when applicable. Project leadership is fully aware of relevant project information (e.g., budget, resource challenges, changes) and address escalated issues and risks in a timely manner.

Purpose/Value: Work defined in the project management plan is performed effectively and efficiently; project objectives within defined project constraints are fulfilled. The solution is delivered with minimal disruption and meets expectations regarding scope, time, cost, and quality.

#	Key Activities	Rating Guidance
1	Project teams provide status updates that include	0. Status reports, if done, do not include variance analysis and may not be distributed to all relevant stakeholders.

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	variance to plan information at regular intervals to relevant stakeholder audiences (e.g., sponsor, steering teams, agency and MNIT leadership).	1. Status reports are sometimes done but the content is somewhat unpredictable. Stakeholders typically have questions regarding the content and so follow-up is necessary. 2. We do a great job of status reporting (including variance to plan information) for some projects. We don't have an agency-wide process or template. 3. Our agency has an established process for status reporting; status reports are audience appropriate and document variances. 4. Status reports measure cost, schedule, and/or scope variance against stated objectives. 5. In addition to providing regular status reports with measurements, our project teams work to improve their performance based upon key stakeholder feedback; we realize that stakeholder needs change during the project. We also document lessons learned for future, similar projects.

Rating: 4

Comments: The project management office completes monthly detailed reports for project sponsors as well as monthly MNIT and DNR Commissioner's office reports. We feel that we are at a good level of maturity in this space.

2	We proactively identify, assess, manage, and escalate risks on our projects to minimize potential negative impacts to our project results.	0. We really don't talk much about risks on our projects. 1. We usually discuss and respond to risks once they have become problems that cause delays to and extra expense for our projects. 2. Some project teams give due diligence to the identification, assessment, and management of risks but that's not true for all projects. 3. We have established, agency-wide processes for risk identification, assessment, and management. 4. We quantify the possible impacts of identified risks to better understand their priority. 5. We assess how the team is doing in the identification and management of risks at regular intervals and continually improve our risk management activities throughout the course of the project. We also document our learnings for similar projects that will be executed in the future.

Rating: 3

Comments: We identify and manage risks as part of all IT project plans. We manage risk at a 5 level for applications with 'high' risk data classification (10/180 applications).

3	We engage identified stakeholders during project execution through ongoing, two-way	0. We usually just make sure our sponsor is happy and/or we do the testing; we don't engage stakeholders much during execution. 1. Project communication is usually reactive; it seems like we're usually responding to stakeholders' requests for project-related information.

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	communication, user acceptance testing (including Accessibility testing), and approval of deliverables as appropriate.	2. Some project leaders do an outstanding job of stakeholder engagement, but it's inconsistent across projects in our agency. 3. We have an established, agency-wide process that guides stakeholder engagement including defined roles and responsibilities. 4. We have defined roles and metrics for stakeholder engagement that are project-specific, and we measure how we're doing during the project so we can course correct if necessary. 5. We continually improve stakeholder engagement by reviewing our metrics and adapting our practices accordingly. We document those lessons learned for future project teams.

Rating: 2

Comments: The department lacks an agency wide process for engagement, but has documented UAT process that are part of the project management process.

4	Modernization projects have engaged leadership support from the agency, MNIT@agency, and central MNIT.	0. The project team doesn't have engaged support from either the agency or from MNIT. For example, it seems to take a long time to get a response when issues and risks are escalated and/or decisions are needed. 1. The project team gets the answers they need from agency or MNIT leadership, but the project manager has to constantly follow up to obtain responses. 2. Leaders are really engaged with some projects in our agency, but not all. 3. Agency and MNIT leadership actively support all projects agency-wide. 4. We measure and report response time and the impact of lack of timely leadership decisions; metrics and impacts are included in our status updates and discussed with leadership. 5. We identify best practices for active leadership support and socialize those to continually improve the definition of responsibilities for leadership roles.

Rating: 3

Comments: Project teams get support from MNIT and DNR leadership. If decisions are not being made, they are logged as risks. We are leaning towards a 4, however we don't measure response times because responses tend to have short turnarounds.

Section 5: Do – Execution

People Gaps:

Process Gaps:

- Agency wide process for stakeholder engagement on IT projects

Technology Gaps:

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Section 6: Do – Launch

Description: The project team and project leadership ensure the solution and agency is, indeed, "production ready" (e.g., fully tested, provided assurance that project outcomes will achieve organizational objectives, end users are confident in their ability to fully use the solution, redesigned business processes are documented and broadly understood, and a fallback/rollback plan has been developed and tested).

Purpose/Value: This phase ensures the entire solution (i.e., software, new/modified business processes, metrics, etc.) and end-users are "production ready" and that the solution will deliver business value. Evidence of production readiness informs the project leadership's decision of whether or not to launch.

#	Key Activities	Rating Guidance
1	We ensure the solution is "production ready" by fully testing both the solution and the associated launch strategy (if appropriate).	0. We don't typically give due diligence to ensuring the solution is "production ready" by fully testing both the solution and the associated launch strategy. 1. We usually test the solution but may not "fully" test it (e.g., regression and/or integration testing) unless asked to do so. We plan the launch strategy but typically don't test it unless asked to do so. 2. We do a comprehensive job of ensuring solution the solution is "production ready" for some of our projects, but not all within our agency. 3. We have an established, agency-wide process to ensure production readiness by fully testing both the solution and the associated launch strategy for every solution. 4. We measure the solution's production readiness activities against defined objectives and leaders make go/no decisions based upon the results. 5. We hold a retrospective or lessons learned session to analyze the degree of production readiness for the solution based upon our testing activities and utilize that information to continually improve the next release or project.

Rating: 4

Comments: We have project test plans as part of our documented project management methodology and a formal go/no go approval process that is managed by the DNR Commissioner's office for every IT project. We are starting to do regular lessons learned.

2	Our launch plans are comprehensive and involve the entire solution; they include but are not limited to: ▪ Test results ▪ Traceability of project outcomes to	0. Our launch plans are discussed but not documented and don't involve everything listed. 1. Our launch plans are hit and miss; many times, we need to add information because we've forgotten something. 2. Some projects do an outstanding job of documenting a comprehensive launch plan, but that's not true for all projects in our agency. 3. We have an established, agency-wide process and planning guidelines that support development of our launch plans; comprehensive launch plans are the norm.

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	organizational objectives ▪ Executable go-live and post go-live communication plans ▪ Remediation / fallback plans ▪ Post go-live support plan ▪ Evidence of agency and end-user readiness	4. We use templates or checklists to ensure we haven't overlooked some aspect of the launch plan. We measure our execution against established performance objectives. 5. We continually improve our process, checklists, and templates based upon qualitative and quantitative feedback and lessons learned/retrospectives to optimize launch planning activities.

Rating: 3

Comments: We are doing most of the level 4 maturity activities with the exception of measuring execution after launch.

3	Our sponsor and key stakeholders give the final approval via a Go/No-Go decision for launch.	0. I think our sponsor approves launch into production – not sure though. 1. Sometimes we involve key stakeholders and at times it's just our sponsor; who makes the decision to launch is pretty unpredictable. 2. Some projects have identified the key stakeholders and members of project leadership who give the "go/no go" decision and communication is robust around the decision; other projects in our agency don't follow that same process. 3. We have an established, agency-wide process for the "go/no go" decision to launch into production and it's followed; we all realize its importance. 4. We measure whether or not we've followed our plan to obtain the "go/no go" decision and to what degree. We sometimes even use a checklist to ensure we haven't forgotten something. 5. We continually improve our "go/no go" decision-making process based upon qualitative and quantitative feedback. We iteratively tweak our process to improve it.

Rating: 4

Comments: We have an agency wide "go/no go" decision process that is managed by MNIT and the DNR Commissioner's office. The template includes a checklist of activities which must be backed up with documentation. We found it difficult articulate how one would put metrics around this because no IT project can go live without following this process.

4	Agency end-users are aware of the new solution and its associated value, know how to integrate the solution into relevant business processes, are confident in their ability	0. I think we provide training on how to use the solution – that's about it! 1. Our training is pretty good, whether or not agency end-users really understand how to integrate the solution into their business processes and how it can help them is unpredictable. 2. Agency end-users are really well prepared to fully utilize the new solution for some of our projects and know how to access post-implementation support, but it really depends on our project leadership as to what extent these activities are done in our agency.

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	to use the solution, and understand how to get support if needed post go-live.	3. Our agency has an established process for end-user education. We ensure agency end-users know how to integrate the solution into relevant business processes and understand the business value the solution delivers. We make support procedures a part of the training. 4. We measure agency end-user's knowledge about and their ability to integrate the solution into relevant business processes after training against established targets. We also measure requests for post-implementation support to understand training/knowledge gaps. 5. We analyze assessment results (from #4) and requests for post-implementation support along with qualitative stakeholder feedback to continually improve our training, education processes, and post-launch support experience.

Rating: 2

Comments: There are a lot of components to this question: communication, training, and ongoing support. The department has processes for some components, however we don't always have established processes for all.

Section 6: Do – Launch

People Gaps:

Process Gaps:

- The department lacks agency wide / consistent processes for communication, training, and on-going support for IT projects post go-live.

Technology Gaps:

Section 7: Run – Closure & Operations/Maintenance

Description: During these two sub-phases, the project is reviewed (lessons learned/retrospective), stakeholder acceptance and adoption of deliverables is verified, the solution is deemed stable, outstanding issues are resolved, action items are completed, vendors are evaluated, contracts are closed (if appropriate); a project closure report is developed and communicated, knowledge transition to operational personnel for day-to-day support and solution documentation are complete. The agency at this point has processes in place to measure ongoing project benefits.

Purpose/Value: This phase ensures the project has met its commitments, there are no outstanding items, project team members are released for other assignments; lessons learned can be leveraged for future projects and the business is positioned to realize the defined benefits. It also ensures operational personnel are equipped to successfully support the solution for the duration of its life cycle.

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#	Key Activities	Rating Guidance
1	The project team effectively completes solution documentation and transfers knowledge to business and MNIT operations personnel for ongoing solution support.	0. Sometimes we do this but it's definitely impromptu when it happens. 1. When we do this it's usually because either the business or help desk has asked for it; typically, we provide solution documentation and/or perform knowledge transfer post-launch. 2. Some project leaders really focus on providing solution documentation and/or performing knowledge transfer and these activities are defined and part of the project schedule, but we don't have an established process agency wide. 3. We have established, agency-wide processes and templates to guide us in solution documentation and knowledge transfer activities; it's a standard component of our closure activities. 4. Our project leadership elicits knowledge transfer and solution documentation requirements along with acceptance criteria from business and MNIT operations personnel. The degree of fulfillment and quality is measured against that acceptance criteria. 5. We incorporate feedback from the business and MNIT personnel to continually improve our knowledge transfer and solution documentation activities; we ensure our practices remain relevant in the midst of changing stakeholder expectations.

Rating: 1

Comments: We do not have an agency wide process for developing documentation of the system or all business process for post-go live operations.

2	We complete a rigorous project review that includes (but is not limited to): A lessons learned or retrospective event, verification of stakeholder acceptance and adoption of deliverables, resolution of outstanding issues, completion of action items, evaluation of vendors, and contract closure (if appropriate).	0. We sometimes have a lessons learned meeting, but we don't review everything listed. 1. We typically do the lessons learned meeting but even that's a bit unpredictable. We provide the other information listed if we're asked for it. 2. We have some project leaders who check all of the listed boxes and do it really well, but that's not the norm for all projects in our agency. 3. We have established, agency-wide processes and templates for the project review. Stakeholders who participate in the review are defined in the project management plan. 4. We measure both the contents of the project review and the quality of the information before presenting the closure report to project leadership/governance. 5. We continually improve the contents of our project reviews to ensure every item reviewed is valuable to future project teams and our sponsor(s) based upon their feedback.

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Rating: 3

Comments: The project management team conducts lessons learned as part of the project plan and conducts post project lesson learn sessions. We also have a culture of celebrating our success in the department after go-live events. We have good documentation on deliverables / future goals, especially for our large complex IT systems.

3	A final, comprehensive status report is communicated to project and Agency/MNIT leadership including final budget numbers, traceability of results to project and business objectives, and outputs from the project review (see #2).	0. I think the project manager does a report; not sure how comprehensive it is. 1. We sometimes have to circle back with our sponsors to provide the additional information they request. 2. Some of our final status reports are quality and sponsors are able to approve the project for closure based on the information. But our performance is spotty and varies project to project in our agency. 3. We have an established, agency-wide process including a template that's used to ensure the information in the final status report is sufficient for sponsors to approve project closure. 4. We measure both the contents and quality of the final status report against defined standards. Sponsors make the decision as to whether or not the project can be closed based upon the reliability and comprehensiveness of the information in the report. 5. We continually improve the contents of our final status reports based upon feedback from our sponsors to keep pace with changing stakeholder expectations.

Rating: 3

Comments: We have a strong culture of delivering a final project report to project sponsors and the department uses feedback to improve future efforts. We do not use metrics to measure final reports.

Section 7: Run – Closure & Operations/Maintenance

People Gaps:

Process Gaps:

- The department lacks an agency wide process for developing documentation of the system or all business process for post-go live operations.

Technology Gaps:

Section 8: Run – Application Portfolio Management

Description: The Application Portfolio contains important information about each application in use across the business or agency. Optimally, this information includes costs to build, deliver, and support the application (total cost of ownership- TCO), the business value produced by the application, the health of the application (e.g.,

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resiliency, utilization, transaction throughput, and disaster recovery, etc.), and the expected lifespan/future roadmap of the application.

Application Portfolio Management includes ensuring the information within the portfolio is up to date, supports business priorities, and informs solution recommendations, project selection, and funding decisions. CBTOs will typically manage the Application Portfolio for their assigned agencies.

Purpose/Value: Using this information, MNIT leadership can share a scorecard on relevant applications' performance with Agency leadership. In addition, the scorecard can be used to identify enhancements and develop future technology plans in collaboration with Agency leadership.

#	Key Activities	Rating Guidance
1	Applications within our portfolio are strategically aligned with our agency's priorities and regulatory responsibilities.	0. We don't have an application portfolio, or we have a partial application portfolio that isn't strategically aligned with our agency's priorities and regulatory responsibilities. 1. We have an application portfolio but strategic alignment with our agency's priorities and regulatory responsibilities is unreliable. We usually address strategic alignment when asked. 2. We have an application portfolio that is strategically aligned with our agency's priorities and regulatory responsibilities, but not for all applications used within our agency. 3. We have an application portfolio that is strategically aligned with our agency's priorities and regulatory responsibilities for all applications used within our agency. 4. We perform traceability between the applications within our portfolio with agency's priorities and regulatory responsibilities to ensure strategic alignment. 5. We continually improve and adapt the content of our application portfolio to more strategically align with our agency's priorities and regulatory responsibilities.

Rating: 1

Comments: In the last year we have established Project and Application portfolio management. We have defined a process for updating all applications in the portfolio, and are working hard to establish criteria within our governance committees. We believe we will move from a 1 to a 3 within the next year.

2	We proactively update and manage our application portfolio to inform technology recommendations, project	0. We either don't have an application portfolio or we don't use it to inform technology recommendations, project selection, and funding decisions. 1. We have an application portfolio, but the information in it isn't comprehensive and updated often enough to inform technology recommendations, project selection, and funding decisions. We research the information if we need it. 2. We have an application portfolio that is proactively updated and managed but not all of the applications utilized within our agency are included. We can use it

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	selection, and funding decisions.	to inform technology recommendations, project selection, and funding decisions some of the time depending on the application. 3. We proactively update and manage our application portfolio to inform technology recommendations, project selection, and funding decisions agency wide. 4. We proactively update and manage applications within our portfolio to understand and maximize our return-on-investment as input into technology recommendations, project selection, and funding decisions. 5. We continually improve and adapt the content of our application portfolio to better inform technology recommendations, project selection, and funding decisions.

Rating: 3

Comments: The department currently uses a divisional approach in managing the portfolio, however we are moving towards an agency wide decision making process. We can use the data to make decisions based on business and technical health.

3	We have adequate budget to enhance, upgrade, monitor (when applicable), maintain, and secure business-critical applications within our portfolio.	0. We don't typically include enhancements, support, maintenance, and security measures for business-critical applications in our budget. 1. We have adequate budget for some business-critical application enhancements, support, maintenance, and security measures when someone champions that cause. 2. We have adequate budget for enhancements, support, maintenance, and security measures for some but not all of our business-critical applications utilized within our agency. 3. We have adequate budget for all business-critical application enhancements, support, maintenance, and security measures agency wide. 4. We measure our allocated budget for business-critical application enhancements, support, maintenance, and security measures against actual costs. 5. We continually improve our budget requests for business-critical application enhancements, support, maintenance, and security measures based upon data analysis and qualitative feedback to ensure the forecasted budget is adequate.

Rating: 1

Comments: We have budget for some business critical applications, however our need is much greater than our capacity. Gap: funding

4	Agency leadership and CBTOs review existing applications' performance and upcoming enhancements at regular intervals to inform future application plans.	0. We don't typically review our applications' performance and upcoming enhancements. 1. We review applications' performance and upcoming enhancements when requested as input into future application plans. 2. We review the performance and upcoming enhancements for some but not all applications utilized within our agency at regular intervals to inform future application plans.

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		3. We have an agency-wide, established process to review the performance and upcoming enhancements for all of our applications at regular intervals as input into future application plans. 4. We measure applications' performance against stakeholder requirements and review that information at regular intervals to inform future application plans. 5. Agency leadership and CBTOs continually adapt application plans based upon quantitative and qualitative feedback in relationship to business objectives.

Rating: 2

Comments: We utilize our application portfolio process to review enhancements, and as our overall governance process comes into fruition we believe we will reach a 3.

Section 8: Application Portfolio Management

People Gaps:

Process Gaps:

- We have an application portfolio, but are still in the process of fully implementing our governance and decision making process

Technology Gaps:

- We lack the adequate budget to enhance, upgrade, and secure all business critical applications in the portfolio

Appendix A: Glossary

Term	Definition
Acceptance Criteria	The minimum requirements a vendor or solution option must meet to be considered (e.g., must be on the approved vendor list, the vendor must have a credit score of X or above, the solution must interface with legacy (in-place) systems, etc.). Think of acceptance criteria as screening criteria; vendors and/or solution options that don't meet acceptance criteria are weeded out. For example, if you're buying a vehicle you may have acceptance criteria that it must have a 4.5-star rating or above by consumer reports; or, it must be an SUV and have heated seats! If vendors or the solution pass the acceptance criteria, they are further assessed by evaluation criteria.
Blue Ribbon Council (BRC) - IT	On February 6, 2019, Governor Walz issued Executive Order 19-022 and created the Blue Ribbon Council on Information Technology (BRC-IT), engaging leaders at several of his key state agencies and adding state CIOs, county IT leaders, and MAPE voices as well. All

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	selected BRC-IT members were assigned to one of three subcommittees: Cybersecurity, Data Management & Privacy, or Modernization. This assessment is part of the Modernization initiative. The Modernization Framework includes: ▪ Identification of shared modernization principles. ▪ Creation of a Playbook for collaboration between MNIT and agencies. ▪ Evaluation of the skills, leaders, and partners necessary and available to aid modernization efforts. See the BRC Report June 2020 for additional information.
Evaluation Criteria	Once a vendor and/or solution option meet defined acceptance criteria, they are further assessed and ranked through evaluation criteria. Evaluation criteria is predefined by the project/initiative and might be weighted to reflect the value of that criterion. Going back to the "buying a vehicle" example given in the Acceptance Criteria definition, evaluation criteria might include capacity, miles per gallon, look and feel, safety rating, reliability rating, etc. Again, all of these criteria have varying importance so they may be weighted.
Function	The function is critical to the success to the agency. "Function" in this context means "what" an agency does or produces (the outcome). Processes associated with critical (or vital) agency functions are thought to be "core" or "vital" business processes (see Process below).
Issue	A (problematic) event which must be addressed as it is impacting project/initiative outcomes.
Modernization	Modernizing IT means ensuring that technology meets the current and emerging needs of the business. As business goals and needs change, the technology must flexibly adapt at the same rate. (BRC Report June 2020) Modernization involves analyzing everything having to do with the design, delivery, and support of IT products and services (e.g., processes, technologies, IT/business relationships, etc.) to meet the ever-evolving needs of the business and facilitate business objectives (outcomes).
Process	A sequence of predefined steps that produces a specific and reliable outcome. A "core" or "vital" business process is one that is critical in the creation of value for internal or external stakeholders. For those versed in process modeling and/or Lean, these are also known as "value chain" processes.
Risk	An event that MIGHT happen in the future that would negatively or positively impact project/activity outcomes. Risks always have a level of uncertainty. A manifested risk is called an "issue."

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Root Cause	The underlying cause or "why" something is happening. Root cause analysis is done before potential solutions are identified in order to identify effective solutions.
Solution Requirements	Solution requirements are comprised of both functional requirements ("what" the solution has to do) and non-functional requirements ("how" the solution performs or qualities of solution performance like availability, capacity, security, disaster recovery, transaction response times, look and feel, etc.). Perceived "value" is defined in terms of both types of solution requirements.
Stakeholder	An internal or external person or group who can affect, has a relationship to, or is impacted by the activity or project.
Stakeholder Requirement	A category of requirements which identifies those "roles" that will directly interact with the solution and "why" they will interact with the solution. In other words, what the stakeholder wants to "do" or "know." Example: As a project sponsor, I can view project status real time. Note: A User Story is a stakeholder requirement that adds the motivation (to prompt the conversation between the business and the Team).

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