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520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

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October 15, 2018

The Honorable Bill Ingebrigtsen, Chair Senate Environment and Natural Resources Finance Committee Minnesota State Senate 3207 Minnesota Senate Building 95 University Avenue West St. Paul, MN 55155

The Honorable Carrie Ruud, Chair
Senate Environment and Natural Resources Policy and
Legacy Finance Committee
Minnesota State Senate
3233 Minnesota Senate Building
95 University Avenue West
St. Paul, MN 55155

The Honorable Dan Fabian, Chair
House Environment and Natural Resources Policy and
Finance Committee
Minnesota House of Representatives
365 State Office Building
100 Rev. Dr. Martin Luther King Jr. Boulevard
St. Paul, MN 55155

The Honorable David Tomassoni
Ranking Minority Member, Senate Environment and
Natural Resources Finance Committee
Minnesota State Senate
2235 Minnesota Senate Building
95 University Avenue West
St. Paul, MN 55155

The Honorable Chris Eaton, Ranking Minority
Member
Senate Environment and Natural Resources Policy
and Legacy Finance Committee
Minnesota State Senate
3233 Minnesota Senate Building
95 University Avenue West
St. Paul, MN 55155

The Honorable Rick Hansen, DFL Lead House Environment and Natural Resources Policy and Finance Committee Minnesota House of Representatives 247 State Office Building 100 Rev. Dr. Martin Luther King Jr. Boulevard St. Paul, MN 55155

### **Dear Legislators:**

Please see the attached Interagency Agreements and Intra-Agency Transfers Report, which is required by 2017 Session Law (1SS), Chapter 4, article 3, Sec. 16.

Please contact us if you have questions.

Sincerely,

Greta Gauthier

**Assistant Commissioner** 

Attachment

cc: Stephanie Zawistowski, Office of Governor Mark Dayton
Anna Henderson, Office of Governor Mark Dayton

Irp-gen-2sy18

### Minnesota Pollution Control Agency

FY 2018 Transfers October 15, 2018

TRANSFER FROM					TRANSFER TO				1		
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
MPCA			Petroleum Remediation Cleanup	(786,980.65)	Commerce	Petroleum Tank Release Cleanup	B135202	Petro Transfer To PCA	786,980.65	Petroleum related activities	17 093 01 002
MPCA	Remediation Fund	R32G105	Transfer to Dept Health	(255,000.00)	Health	Remediation Fund	H12431P	EH Contaminated Sites	255,000.00	Water Supply Monitoring	17 93 001 002 06d
MPCA	Environmental Fund	R32E115	Environmental Risks	(684,000.00)	Health	Environmental Fund	H12531P	EH Envirio Risk		Environmental Health Risks	17 93 001 002 02f
MPCA	Remediation Fund	R32G137	3M WaterQualitySustainability	(300,441.95)	DNR	Remediation Fund		EWR Environmental Damages ITC	300,441.95	Natural Resources Damages	per 3M Grant Agreement
PFA	Clean Water Revolving Fund	B240110	Admin Clean Water	(1,612,481.00)	MPCA	Clean Water Revolving Fund	R32B111	PFA Agreement	1,612,481.00	IA: Technical & Admin Services	M.S. 471.59
Commerce	Petroleum Tank Release Cleanup	B135202	Petro Transfer To PCA	(499,494.00)	MPCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	499,494.00	Petroleum related activities	17 093 01 002
Commerce	Petroleum Tank Release Cleanup	B135202	Petro Transfer To PCA	(478,892.00)	MPCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	478,892.00	Petroleum related activities	17 093 01 002
Commerce	Petroleum Tank Release Cleanup	B135202	Petro Transfer To PCA	(499,628.00)	MPCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	499,628.00	Petroleum related activities	17 093 01 002
Commerce	Petroleum Tank Release Cleanup	B135202	Petro Transfer To PCA	(470,546.00)	MPCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	470,546.00	Petroleum related activities	17 093 01 002
Public Safety	Restricted Misc Special Revenue	P072RP2	Railroad & Pipeline Safety	(104,000.00)	MPCA	Other Misc Special Revenue	R32G117	ER Rail Safety	104,000.00	Railroad & Pipeline Safety	MS 299A.55, Sub 2 (b)
DNR	Restricted Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	(300,000.00)	MPCA	Other Misc Special Revenue	R32H108	DNR-Metallic Mineral Mining IA	300,000.00	Metallic Mining Project	MS 298.17 b1
DNR	General Fund	R298025	OMBS Legal Support Costs GEN	(500,000.00)	MPCA	General Fund	R32H113	NorthMet Mining Project	500,000.00	North Met Mining project	17 093 01 003 08a
Commerce	Petroleum Tank Release Cleanup	B135206	PETRO FUND-FUND LEVEL TRANSFER	(5,186,000.00)	MPCA	Remediation Fund	R32TF01	Rem Fund - Fund Level Transfer	5,186,000.00	Petroleum related activities	17 093 01 002
TOTAL				(11,677,464)					11,677,464		

### Minnesota Pollution Control Agency

FY 2018 Interagency Agreements and Service Level Agreements October 15, 2018

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
MN.IT Services *	\$ 10,816,367	M.S. 16E.016	MN.IT provides enterprise IT services to MMB	7/1/2017	FY 2018
Public Facilities Authority	\$ 1,612,481	M.S. 471.59	Provide technical and Administrative services for the Clean Water Revolving	7/1/2017	6/30/2018
Department of Administratrion	\$ 34,500	M.S. 471.59	Provide assistance to reduct greenhouse gas emissions and water usage, etc.	7/1/2017	6/30/2019
Department of Administratrion	\$ 200,000	M.S. 471.59	Sustainability Reporting Tool for State Government - McKnight Foundation	1/18/2018	4/30/2018
Attorney General	\$ 1,000,000	M.S. 471.59	Legal services from the Attorney General's Office	7/25/2017	6/30/2019
Board of Soil and Water	\$ 120,000	M.S. 471.59	Statewide conservation reporting system support (e-link)	8/31/2017	6/30/2022
Board of Soil and Water	\$ 2,825,395	M.S. 471.59	SSTS Program MN Law SF844, Article 1, Section 2, Subd 4© and HF707,	8/31/2017	6/30/2022
Department of Commerce	\$ 101,500	M.S. 15.061	EIS Preparation and Adequacy Determination	7/1/2017	6/30/2018
Department of Natural Resources	\$ 300,000	M.S. 298.17 b1	Work on environmental regulatory services for ferrous and nonferrous	7/5/2017	6/30/2018
Department of Natural Resources	\$ 360,000	M.S. 471.59	Land surveys of landfills	11/10/2017	11/10/2019
Department of Natural Resources	\$ 31,200	M.S. 471.59	IMPROVE Network - Great River Bluffs	4/1/2018	3/31/2020
Department of Natural Resources	\$ 47,000	M.S. 471.59	KISTERS Time Series Data System	8/9/2016	6/30/2018
Department of Natural Resources	\$ 437,486	M.S. 471.59	Great Lakes Restoration Program	4/1/2016	3/31/2019
Department of Health	\$ 2,000,000	M.S. 471.59	Analytical Services for the MPCA	7/1/2017	6/30/2018
Department of Health	\$ 211,000	M.S. 471.59	Analytical Services for the PAH project	7/1/2016	6/30/2018
Department of Health	\$ 467,145	M.S. 471.59	TOC equipment	3/16/2018	6/30/2018
Minnesota Management & Budget - MAD Division	\$ 58,290	M.S. 471.59	Develop and conduct survey	3/23/2018	12/31/2018
Minnesota Management & Budget - MAD Division	\$ 43,254	M.S. 471.59	Develop strategic plan	12/1/2017	10/31/2018
Minnesota Management & Budget - MAD Division	\$ 11,480	M.S. 471.59	Facilitation of workgroups	2/1/2018	6/30/2018
Minnesota Management & Budget - MAD Division	\$ 12,473	M.S. 471.59	Provide expertise and guidance to cabinet level agencies	3/16/2018	6/310/18
Minnesota Safety Council	\$ 103,206	M.S. 471.59	Health and Safety Training Courses	7/1/2016	6/30/2018
* - copy wil be provided by MN.IT					
Total	\$ 20,792,776				



### STATE OF MINNESOTA INTERAGENCY AGREEMENT

SWIFT Contract No.: 000000000000000000136720

Purchase Order No.: 3000020568 Agency Interest ID: 214727

Project Activity ID: PRO20180094

This agreement is between the Minnesota Departments of Minnesota Pollution Control Agency (MPCA) 520 Lafayette Road No., St. Paul, 55155 and Minnesota Department of Administration (DOA), Office of Enterprise Sustainability (OES), 50 Sherburne Avenue, 200 Administration Building, St. Paul, MN 55155.

### Agreement

### 1 Term of Agreement

- 1.1 *Effective date*: January 18, 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*: April 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2 Scope of Work

- 2.1 OES shall be responsible for the following:
  - 2.1.1 Assist cabinet level agencies in developing plans to meet statutory requirement or executive orders goals.
  - 2.1.2 Share best practices from inside/outside of government.
  - 2.1.3 Assist agencies with finding the subject matter experts to ensure sustainability plans contain all element required to successfully improve outcomes.
  - 2.1.4 Assist agencies in finding resources required to execute plans.
  - 2.1.5 Provide support and guidance to agencies by convening identified work groups and sustainability coordinators.
  - 2.1.6 Track results at the enterprise/agency/focus area level to provide progress toward established goals.
  - 2.1.7 Ensure implementing initiatives is simple for state agencies to execute, ensuring success.

### 3 Consideration and Payment

3.1 Consideration and Payment. The total obligation of MPCA to the Minnesota Department of Administration (ADM), Office of Enterprise Sustainability (OES), under this agreement will not exceed \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents).

### 4 Conditions of Payment

- 4.1 All services provided by the Minnesota Department of Administration, OES under this Agreement will be expended or committed in accordance with the intended purpose of your McKnight Foundation grant award to fund the development of a Sustainability Reporting Tool for State Government.
- 4.2 MPCA will promptly pay all valid obligations under this Agreement as required by Minnesota

Statutes §16A.124. MPCA will make undisputed payments no later than 30 days after receiving the Minnesota Department of Administration, Office of Enterprise Sustainability invoices for services performed.

- 4.3 Minnesota Department of Administration, OES, will submit **one invoice** to Accounts Payable in advance of services being performed. Invoice must include the following information:
  - 4.3.1 MPCA's Authorized Representative's name
  - 4.3.2 Purchase Order (PO)
  - 4.3.3 The subject line of the email with the invoice attached must contain the MPCA's Authorized Representative's name and Purchase Order (PO). The preferred method of obtaining an invoice from a vendor is by email.

### Submit invoices via email to Accounts Payable:

Minnesota Pollution Control Agency Accounts Payable Department mpca.ap@state.mn.us

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

### 5 Authorized Representative

- 5.1 The State's Authorized Representative is **Katie Koelfgen**, 520 Lafayette Road No., St. Paul, 55155; <u>katie.koelfgen@state.mn.us</u>, 651.757. 2499, or his/her successor.
- 5.2 Minnesota Department of Administration, Office of Enterprise Sustainability, Authorized Representative is Matt Massman, 50 Sherburne Avenue, 200 Administration Building, St. Paul, MN 55155; matt.massman@state.mn.us, 651.201.2555.

#### 6 Amendments

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

### 7 Liability

7.1 Each party will be responsible for its own acts and 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.

1. STATE ENCUMBRANCE VERIFICATION	3. Minnesota Pollution Control Agency
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.	By: Christino Curson
	(with delegated authority)
Signed: Suctiona Tenenboym	Title: and Division Dreefor
Date: 01/19/18	Date: 2/15/18
4	Date.
2. Minnesota Department of Administration	
By: Alice Roberts - Davis ARM (With delegated authority)	Berth Davi
Title: Assistant Commissione	
Day 02 13 2018	

### 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 Minnesota Pollution Control Agency (MPCA)

#### 1. Services to be Performed:

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

### 2. Authorized Agents:

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

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

MPCA: Michelle Beeman, Deputy Commissioner, 520 Lafayette Rd. N, St Paul, MN 55155, (651) 757-2013

### 3. Consideration and terms of Payment

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

- Enter an appropriation transfer in SWIFT using the following accounting codes: Fund 2001, FinDeptID G021 ADMN, Approp ID G027203
- If assistance is needed, please contact Rachel Douglas (<u>Rachel.Douglas@state.mn.us</u> or 651.201.2531).
- Please transfer the following amounts no later than August 1st of each fiscal year:
   FY 2018: \$18,900
   FY2019: \$15,600
   Total for the biennium: \$34,500

### 4. Terms of Agreement

This agreement is effective July 1, 2017 and shall remain in effect until June 30, 2019.

### 5. Amendments

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

Approved: Department of Administration	Minnesota Pollution Control Agency
By: Pin Camptell	By: Myfelle Beeron
Title: arsistant Commissione	Title: Deputy Commissioner
Date: 7.17.17	Date: 7/17/17

# STATE OF MINNESOTA INTERAGENCY AGREEMENT BETWEEN MINNESOTA ATTORNEY GENERAL'S OFFICE AND THE MINNESOTA POLLUTION CONTROL AGENCY FY 2018 AND FY 2019

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

WHEREAS, pursuant to Minn. Stat. § 8.15, subd. 3 the Attorney General is authorized to enter into agreements with executive branch agencies to provide legal services; and

WHEREAS, the Agency desires certain legal services in order to administer and deliver its programs; and

**NOW, THEREFORE, IT IS AGREED** by the Parties to this Agreement the Minnesota Attorney General ("AGO") and the Minnesota Pollution Control Agency ("Agency"):

- 1. **Terms of Payment.** The Agency agrees to transfer to the AGO in FY 2018 and FY 2019 an amount equal to the costs of legal services that are directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided will be based on hourly rates of \$131.00 for attorney services and \$83.00 for legal assistant and investigator services. The actual breakdown of legal services provided by attorneys and legal assistants will be determined within the AGO's discretion. Both the Agency and the AGO acknowledge that the hourly rates in this agreement are the hourly rates charged by the AGO for services to state agencies.
- 2. **Scope**. AGO will provide legal services to the Agency in accordance with Minn. Stat. § 8.06, except those duties, if any, delegated to the Agency or provided by outside counsel under Section 8.06. The scope of legal services to be provided may include matters pertaining to the Agency's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, provision of training and education to Agency staff, and other legal needs as may be necessary. Pursuant to § 8.06 the Attorney General may, at the request of the Agency, authorize outside counsel to be employed to provide legal services to the Agency.
- 3. Outside Counsel and Agency Legal Staff: If the AGO intends to appoint outside counsel to represent the Agency in any legal matter, the AGO shall consult with the Agency on the choice of counsel, and may, in consultation with the Agency delegate to an Agency staff attorney the authority to represent the Agency in the matter. The Agency will pay directly for any legal services provided by outside counsel appointed by the AGO or for the provision of legal services delegated by the AGO to an Agency staff attorney.
- 4. **Transfer Mechanism:** Monthly payments shall be made by the Agency to the AGO based on monthly billings for hours of actual services provided for legal work at the rates agreed upon in paragraph 1. The payment(s) shall be made within 30 days of the date of

the monthly billing. The first monthly billing to the Agency under this Agreement will cover the period of time commencing July 1, 2017.

- 5. **Meetings and Reports**. AGO staff will meet with the Agency upon request to discuss priorities for legal services, to discuss strategies for reducing litigation and related costs, and to review litigation data to ensure accuracy. The AGO shall provide a written Monthly Status Report to the Agency detailing the status of all Agency matters in which the AGO is representing the Agency, showing any change in the status of each matter since the last report. The Monthly Status Report shall be sent to the Agency's General Counsel.
- 6. **Billing Reports**. The hours of legal services provided under this agreement will be recorded by AGO staff for use in the AGO billing system. The AGO will consult with the Agency before billing the Agency for legal work associated with litigation initiated by the AGO or another State entity. The AGO will provide the Agency with a report of all hours of services provided under this Agreement on a monthly basis, and the report will include an itemized description of the services provided, the total number of hours for each applicable AGO docket number, and names of Agency staff involved, if applicable.

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

- 7. Litigation Costs and Expenses. Agency litigation costs and expenses including, but not limited to, the cost of filing legal documents, hiring expert witnesses and court reporters, messenger services and travel expenses (e.g., out-of-state or air travel within the State of Minnesota) will be paid directly by the Agency and will not come from the funds identified to be paid to 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 Agency before such special expenses or obligations are incurred.
- 8. **Estimated Amount:** The total cost of legal services to be provided to the Agency by the AGO in FY 2018 and 2019 is estimated by the Agency and the AGO to be \$1.7 million dollars. This amount of AGO legal services is merely a rough estimate for a two-year period.
- 9. **Insufficient Funding:** The Agency will endeavor in good faith to pay for the total amount of legal services actually rendered to it by the AGO. However, if the Agency 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 Agency shall immediately so notify the AGO. The parties acknowledge that a new or supplemental appropriation may be necessary, and MMB, the Agency and the AGO shall work cooperatively to obtain any necessary increased or supplemental funding. The parties agree that the Agency's obligation to pay for the cost of AGO legal services does not

require the Agency 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 Agency 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.

- 10. **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.
- 11. **Authorized Agents**. The authorized agent of the AGO for purposes of this Agreement is Ray Smith. The Agency's authorized agent for purposes of this Agreement is Adonis Neblett.

### APPROVED:

	POLLUTION	CONTROL	OFFICE OF THE ATTORNEY GENERAL
AGENCY			1 10 101
By: Michelle	Brems	***	By MULLIUM
Title: Deputy	Compressi	ine	Title: Deputy attarny Jerusal
Date: 7/2	1/17		Date: 7 24 17

MINNESOTA MANAGEMENT & BUDGET

Title: Depty Comissioner

Date: 7/25/17



### Interagency Agreement

### **State of Minnesota**

SWIFT Contract No.: 00000000000000000000129448

PO No. 3000019736

This Interagency Agreement is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 (hereinafter "MPCA") and the **Minnesota Board of Water and Soil Resources**, 500 Lafayette Road North, St. Paul, MN 55155 (hereinafter "BWSR").

#### **Recitals**

- The MPCA has appropriated FY 2018 and FY 2019 funds through Minnesota Laws, SF844, Article 1, Section 2, Subd. 4
  (c) and HF707, Article 2, Section 5 (g) for the purposes of the Subsurface Sewage Treatment System (SSTS) Grants
  Program.
- 2. BWSR disburses funds for the MPCA for the County SSTS Program through its Natural Resources Block Grant (NRBG) Program (hereinafter "County Programs").
- 3. The MPCA will transfer said funds to BWSR to disburse funds to County Programs under the terms of this Agreement.

### **Agreement**

### 1. Term of Agreement

- 1.1 *Effective date*: August 25, 2017, or the date the State obtains all required signatures under Minn. Stat. §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

This Agreement allows for the transfer of funds from the MPCA to BWSR for the County Programs to be distributed to counties through the NRBG program. The MPCA is the approval agent for determining county grant eligibility and grant award amounts. BWSR is the fiscal agent that disburses the grant funds per approval information supplied by the MPCA. BWSR is responsible for verifying that county fiscal obligations are met.

### 3. MPCA's Responsibilities

In its capacity as supervising authority of the County Programs, the MPCA agrees to:

- Provide a schedule to BWSR for base grants and performance credit grants that shows the amount of each grant each delegated county is to receive.
- Determine grant eligibility for counties for base funding for the County SSTS program.
- Provide a schedule to BWSR for competitive grants and low-income grants that shows the amount of each grant each county is to receive.
- Provide to BWSR the specific information that counties must report on to comply with Clean Water Fund and environmental fund requirements.
- Ensure that award schedules are provided and funds are transferred in a timely manner with BWSR NRBG program administration policies and procedures.

### 4. BWSR's Responsibilities

In its capacity as NRBG administrator, BWSR agrees to:

• Distribute the 2018 and 2019 Base Grants, Incentive Grants and Low Income Fix Funds to County SSTS programs.

CR 8982 AI 187607 Project ID PRO20170037

- Ensure that Clean Water Funds for the SSTS program is separately defined in grant awards and amendments, with the appropriate reporting requirements included. The availability of Clean Water Funds, which is different than the environmental funds, must be clearly identified.
- Periodically review fiscal records, financial reports, and budgetary documents submitted by counties to verify that grant fund expenditures are being allocated according to their grant.

### 5. Consideration and Conditions of Payment

All services provided by BWSR under this Agreement must be performed to the MPCA's satisfaction, as determined by the MPCA's Authorized Representative and MPCA County Programs' managers.

The MPCA will transfer funds to BWSR for the County Programs under the following terms of each County Program:

### **County SSTS Grants Program**

The funds shall be transferred to BWSR, within 30 days, after delivery of the following award schedules to BWSR:

- The 2018 base grant awards (August 2017)
- The 2018 incentive grant awards (August 2017)
- The 2018 low-income upgrade grant awards (August 2017)
- The 2019 base grant awards (August 2018)
- The 2019 incentive grant awards (August 2018)
- The 2019 low-income upgrade grant awards (August 2018)

Returned Fund Redistribution. Any money returned by counties as unused may be redistributed to counties by BWSR as directed from a schedule provided by the MPCA.

### Use of funds as match; Total Obligations.

The MPCA is already using these funds as match to a federal grant; thus, neither BWSR nor the counties may use this money as match to any other federal grant.

The total obligation of the MPCA for compensation and reimbursement to BWSR for the County SSTS Grants Program under this Agreement will not exceed \$2,825,394.58 (Two Million Eight Hundred Twenty-Five Thousand Three Hundred Ninety-Four Dollars and Fifty-Eight Cents) for FY18.

The funds for FY19 have not yet been allocated. Once final numbers are determined this agreement will be amended to include them.

The total obligations of the MPCA for all compensation and reimbursement to BWSR for both County Programs under this Agreement will not exceed **\$2,825,394.58** (Two Million Eight Hundred Twenty-Five Thousand Three Hundred Ninety-Four Dollars and Fifty-Eight Cents).

### 6. Authorized Representatives

MPCA's Authorized Representative is **Aaron Jensen**, SSTS Program, 520 Lafayette Road North, St. Paul, Minnesota 55155, 651-757-2544, aaron.s.jensen@state.mn.us, or his successor.

BWSR's Authorized Representative is **Melissa Lewis,** Land and Water Section Manager, 500 Lafayette Road North, St. Paul, Minnesota 55155, 651-297-4735, <a href="melissa.k.lewis@state.mn.us">melissa.k.lewis@state.mn.us</a>, or her successor.

### 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. 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.

### Signatures

### **Document Signature Details -- External User**

Order	Ext. User	Status	Actual Singer	Name	Title	Date/Time
1	VNR9P0000000_1	Signed	VNR9P0000000_1	WILLIAM EISELE	EXTERNAL	08/31/2017 at 01:15 PM

### **Document Signature Details -- Internal Users**

Order	Туре	Role/User	Status	Actual Signer	Name	Title	Date/Time
1	Role	M_FS_WF _SC_DOC_ SIGNER_0 1	Signed	01030662	Svetlana G Tenenboym	Encumbrance VerificationSi gner	August 31, 2017 at 01:39 PM
2	User ID	00039194	Signed	00039194	Cathy Berg Moeger	State Agency Signer	August 31, 2017 at 02:12 PM



## Interagency Agreement

State of Minnesota

Doc Type: Contract

SWIFT Contract No.: 133317

PO No.: 3000020138 Al No.: 187607

Project ID: PRO20170041

This Agreement is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road N106orth, St. Paul, MN 55155 (hereinafter "MPCA") and the **Minnesota Board of Water and Soil Resources**, 520 Lafayette Road North, St. Paul, MN 55155 (hereinafter "BWSR").

### Agreement

### 1 Term of Agreement

- 1.1 *Effective date*: October 24, 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*: September 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2 Scope of Work

This agreement is for BWSR to provide statewide conservation reporting system support services in order for MPCA to use the current conservation reporting system to support their programs. Support services will be aimed at both MPCA staff and local government recipients of grants.

The goal of BWSR's conservation reporting system is to record soil and water conservation projects/programs implemented by local governmental units (LGUs) and provide the documentation that is needed to comply with various state and federal program reporting requirements. Project locations will be used with natural resource information to estimate soil erosion and resultant environmental benefits from project implementation.

Additional conservation reporting system data benefits include:

- Geographic project locations will allow pollutant credits derived from individual projects to be aggregated and estimate environmental benefits to water resources at a watershed scale.
- Pollutant thresholds for specific water resources can be compared to estimations of pollutant credits aggregated on a watershed basis.
- Selection of conservation projects can be determined based on pollutant credit estimations.
- LGUs will be able to determine project eligibility through pollutant crediting estimates and water resources data assessment.
- Future allocation of dollars can be planned and prioritized, and given accurate pollutant credits.

### **Agreement Objectives:**

Year one is the period from the effective date of this agreement through September 30, 2018. Year two is the following twelve month period from October 1, 2018 through the expiration date of September 30, 2019. The hours will be allocated as needed between the following tasks (estimated annual hours for each allocation is provided).

Minnesota Board of Water and Soil Resources shall:

- Provide use of the conservation reporting system. Ongoing system administration, maintenance, and new development services apply to all eLINK records and usability.
  - A \$54,800.00 flat rate per year, to be billed at \$13,700.00 per quarter, for a total amount of \$109,600.00, reflects the portion of MPCA grant and loan records as a subset of all grant records in eLINK.
- Provide a total of 260 direct billable hours, 130 hours per year, for the two years of this agreement as defined below. Total estimated cost at \$40.00 per hour is \$10,400.00.

User technical support and training will be provided to MPCA staff and LGUs. This task will be ongoing throughout the agreement.

Estimated cost: 100 hours (50 hours per year) @ \$40.00/hr = \$4,000.00

Map products/GIS data files from the conservation reporting system for use in the United States Environmental Protection Agency's (USEPA's) Grants Reporting and Tracking System (GRTS), MPCA's Annual Watershed Achievement Report (the annual report to USEPA), WRAPS, and other MPCA reports as needed for MPCA's business needs, including Clean Water Accountability Act.

Estimated cost: 40 hours (20 hours per year) @ \$40.00/hr = \$1,600.00

BWSR will set up and enter the new Section 319 and Clean Water Partnership (CWP) projects annually.

Estimated cost: 20 hours @ \$40.00/hr = \$800.00

Reporting and Invoicing: Invoices must be submitted to MPCA quarterly. During this agreement, the final report summarizing all work completed under this agreement will be due by October 31, 2017. BWSR will use MPCA's final report forms and guidance. Payment could be withheld if reports are not submitted according to this schedule.

Estimated cost: 20 hours @ \$40.00/hr = \$800.00

Provide load reduction/BMP information for CWP and Section 319 projects to MPCA by February 1 and August 1.

Estimated cost: 40 hours @ \$40.00/hr = \$1,600.00

Respond to data requests as needed that are not otherwise referenced above that utilize data entered under MPCA grant and loan records in eLINK.

Estimated cost: 40 hours @ \$40.00/hr = \$1,600.00

Minnesota Pollution Control Agency shall:

- Schedule reviews with BWSR, as needed, to discuss the status of the project.
- Schedule and invite BWSR representatives to the bimonthly project manager's meetings and Watershed Data Integration Project meetings as appropriate.
- Request reporting system improvements/updates as needed.
- Provide to BWSR any current information on the federal Clean Water Act Section 319 and USEPA guidance and help implement new guidance as it relates to this agreement.
- Report FTE's to the Legislative Coordinating Commission's Legacy Fund website on an annual basis per Clean Water Fund reporting requirements.

### **Outcomes:**

- MPCA staff will become proficient in checking the status of their projects in the conservation reporting system.
- All LGUs which have Section 319 and CWP projects will provide completed best management practices and requisite anticipated pollution reductions in a timely manner
- All requested documents will be submitted as requested for the Watershed Achievement Report.
- All requested data will be submitted as requested for entry into the Federal Government Reporting and Tracking System (GRTS).

### 3 Consideration and Payment

- **3.1 Total obligation.** The total obligation of the MPCA for all compensation and reimbursements to BWSR under this Agreement will not exceed \$120,000.00 (One Hundred and Twenty Thousand Dollars and zero cents).
- **3.2** Invoices. The State will promptly pay BWSR after BWSR presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Quarterly**

Invoices will reference the SWIFT Contract number, Purchase Order number, and the name of the State's Authorized Representative and will be submitted electronically to: <a href="mailto:mpca.ap@state.mn.us">mpca.ap@state.mn.us</a>

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

### 4 Conditions of Payment

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

### 5 Authorized Representative

The State's Authorized Representative/Project Manager is **David Miller**, Watershed Division, 520 Lafayette Road, St. Paul, Minnesota 55155, (651) 757-2448, <u>david.miller@state.mn.us</u>, or his successor and has the responsibility to monitor the performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment.

BWSR's Authorized Representative is **Bill Eisele**, Administrative Director, or his successor, 520 Lafayette Road, St. Paul, MN 55155, (651) 282-2929, <a href="mailto:bill.eisele@state.mn.us">bill.eisele@state.mn.us</a>. If the BWSR's Authorized Representative changes at any time during this Agreement, BWSR must immediately notify MPCA in writing.

### 6 Change Orders

If the State's Project Manager or the Grantee'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/Agreement, or cause an extension of the term of this Agreement. 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 Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. 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.

#### 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 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.

### 10 Clean Water Funding

10.1 Legacy Logo. Minn. Stat. § 114D.50 subd. 4 (f) states: "When practicable, a direct recipient of an appropriation from the clean water fund shall prominently display on the recipient's Web site home page the legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section 3.303, subdivision 10.

Clean Water Land and Legacy Amendment Logo Usage Guidelines: http://www.legacy.leg.mn/sites/default/files/resources/Legacy\_Logo\_Guidelines.pdf

Download the Legacy Logo: http://www.legacy.leg.mn/legacy-logo/legacy-logo-download

**10.2 Reporting FTEs.** Minn. Stat. §3.303, Subd. 10 (2)(vi) requires that information provided on the Legislative Coordinating Commission's Legacy Fund website must include specific information on all projects receiving funding: "(vi) the number of full-time equivalents funded under the project. For the purposes of this item,

"full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088."

Signatures Signatures

0000000000000000000133317

Signatures

### **Document Signature Details -- External User**

Order	Ext. User	Status	Actual Singer	Name	Title	Date/Time
1	VNR9P0000000_1	Signed	VNR9P0000000_1	WILLIAM EISELE	EXTERNAL	10/19/2017 at 04:39 PM

### **Document Signature Details -- Internal Users**

Order	Туре	Role/User	Status	Actual Signer	Name	Title	Date/Time
1	Role	M_FS_WF _SC_DOC_ SIGNER_0 1	Signed	01014979	Joan Helen Schepers	Encumbrance VerificationSi gner	October 20, 2017 at 08:46 AM
2	UserID	01031035	Signed	01031035	Katie E Koelfgen	State Agency Signer	October 20, 2017 at 08:59 AM

### STATE OF MINNESOTA INTERAGENCY AGREEMENT

This Agreement is between the **MINNESOTA DEPARTMENT OF COMMERCE**, 85 7<sup>TH</sup> Place East, Suite 500, St. Paul, MN 55101 ("COMMERCE") and the **MINNESOTA POLLUTION CONTROL AGENCY**, 520 Lafayette Road, St. Paul, MN 55155 ("MPCA").

### Agreement

### 1 Term of Agreement

- 1.1 *Effective date*: July 17, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date*: June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2 Scope of Work

The Scope of Work and considerations of payment for this Agreement includes two phases:

- 1. Final EIS Preparation
- 2. Adequacy Determination

The estimated cost for MPCA staffing for Final EIS Preparation and Adequacy Determination is as follows: (Billing rate \$75/hour for all staff, except General Counsel at \$123/hr.)

Environmental Daview (ED) Manager	100 h a	¢7.500
Environmental Review (ER) Manager	100 hours	\$7,500
ER Supervisor	100 hours	\$7,500
ER Project Coordinator	100 hours	\$7,500
401 Certification/Wetland/404 staff	50 hours	\$3,750
Environmental Justice	50 hours	\$3,750
Noise	20 hours	\$1,500
Greenhouse Gas-Climate Change	100 hours	\$7,500
Socio-Economics	50 hours	\$3,750
Spills Risk Assessment	50 hours	\$3,750
GIS	50 hours	\$3,750
Hydrology – Hydrogeology	50 hours	\$3,750
Emergency Response	100 hours	\$7,500
Construction Stormwater	50 hours	\$3,750
Watershed	100 hours	\$7,500
Air Emissions	50 hours	\$3,750
Industrial Stormwater	50 hours	\$3,750
Administrative Support	50 hours	\$3,750
Commissioner's Office	50 hours	\$3,750
General Counsel – Legal Review	50 hours	\$3,750
Meals, Travel, Lodging	Actual costs not to	\$10,000
	exceed	
TOTAL		\$101,500

Tasks included as part of EIS Scoping phase for MPCA staff:

• Participate as requested by the Department of Commerce in preparation or review of the Final EIS and responses to public comments on the Draft EIS and Final EIS.

Tasks included as part of the Adequacy Determination phase for MPCA staff:

Participate as requested by the Department of Commerce in preparation or review of any
documents prepared by Commerce relating to the adequacy determination to be made by the
Minnesota Public Utilities Commission.

### 3 Consideration and Payment

MPCA will submit at least a quarterly invoice in SWIFT to Commerce for staff time.

Commerce will review invoices and make payments to MPCA as identified in "Conditions of Payment".

The total obligation of Commerce for all compensation and reimbursements to MPCA under this agreement will not exceed \$101,500.

### 4 Conditions of Payment

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

### 5 Authorized Representative

Commerce's Authorized Representative John Wachtler, 85 7<sup>TH</sup> Place East, Suite 500 St. Paul, MN 55101, 651-539-1837, Jamie.macalister@state.mn.us, or her successor.

MPCA's Authorized Representative is **Steve Sommer**, 520 Lafayette Road N., St. Paul, MN 55155, 651-259-5115, <u>Steve.sommer@state.mn.us</u>, 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	3. <b>D</b> ]
Individual certifies that funds have been encumbered as required by Mign, Stat. §§ 16A.15 and 16C.05.	Ву:
Signed:	
Date: 1/2(1)	Title
Contract No. 128445 9888	Date

3. DEPART	MENT OF COMMERCE
By: (with del	egated authority)
Title:	ny Commission
Date:	7-14-17

2. MINNESOTA POLLUZION CONTROL AGENCY

By: Math Hulligen
(With delegated authority)

Title: Ast D; vijem birder

Date: 1/13/17



### INTERAGENCY AGREEMENT

State of Minnesota

Doc Type: Contract

SWIFT Contract No.:

PO No.:

CR No.: 8867

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

### Agreement

### 1 Term of Agreement

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

### 2 Scope of Work

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

### 3 Consideration and Payment

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

### 4 Conditions of Payment

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

### 5 Authorized Representative

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

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

### 6 Amendments

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

### 7 Liability

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

### 8 Termination

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

1. MINNESOTA DEPARTMENT OF NATURAL RESOURCES 2	. MINNESOTA POLLUTION CONTROL AGENCY
By: {	By: Carry 3m May
(With delegated authority)	(With delegated authority)
Title: Assistant Director Div. of Lands & Minerals	Title: Director - Operations DIVIS-
Date: June 27 2017	Date: 7/5/17



### Professional/Technical Contract Amendment #1

State of Minnesota

SWIFT Contract No.: 107669 Purchase Order No: 3000015914

CR 8757

Contract Start Date: Original Contract Expiration Date: **Current Contract Expiration Date:** Requested Contract Expiration Date:

April 1, 2016 March 31, 2019 March 31, 2019

**Total Contract Amount: Original Contract:** Previous Amendment(s) Total:

\$ 437,486.00 \$ 215,348,00 \$0

This Amendment:

\$ 222,138.00

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Pollution Control Agency (MPCA) and the Minnesota Department of Natural Resources (DNR).

### Recitals

- 1. The State has a contract with the Contractor identified as SWIFT Contract Number 107669 ("Original Contract") to provide Minnesota Lake Superior LaMP and St. Louis River RAP Coordination.
- 2. This Agreement is being amended to add year two funding.
- 3. The State and the Contractor 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 underlining for insertions.

### REVISION 1. Clause 2. "Scope of Work" is amended as follows:

DNR will conduct the Project as specified in Revised Attachment A, which is attached and incorporated into this Agreement. Contractor will report quarterly to State on progress on the work as follows: July 15, 2016; October 15, 2016, January 15, 2017 and March 31, 2017 and every quarter thereafter.

### REVISION 2. Clause 3.2 "Federal Funds" is amended as follows:

Payments under this Agreement will be made from Federal funds obtained by the MPCA through the Great Lakes Restoration Program (GL01E05302-0). The DNR is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the DNR's failure to comply with federal requirements specified and incorporated with Amended Attachment 8.

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

The total amount of this agreement is \$215,348.00 (Two Hundred Fifteen Thousand Three Hundred Forty Eight Dollars) \$437,486.00 (Four Hundred Thirty Seven Thousand Four Hundred Eighty Six Dollars).

Except as amended herein, the terms and conditions of the Original Agreement, all previous amendments and change orders remain in full force and effect. The Original Agreement, previous amendments and change orders are incorporated into this agreement by reference.

,
les the epplicable provisions of Minn. Stat. visions 2 and 3 are reaffirmed.    Compared authority)   Compared authority   Com
F ADMINISTRATION
erials Management Division
*



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

# Professional/Technical Contract Amendment #1

**State of Minnesota** 

SWIFT Contract No.: 0000000000000000000113953
Purchase Order No.: Incoming funds transfer

CR No.: 8862

Contract Start Date: **Total Contract Amount:** \$47,000.00 August 17, 2016 \$46,000.00 Original Contract Expiration Date: June 30, 2017 Original Contract: Current Contract Expiration Date: June 30, 2017 Previous Amendment(s) Total: \$0 Requested Contract Expiration Date: June 30, 2018 This Amendment: \$1,000.00

This amendment is by and between the State of Minnesota, through its Commissioner of **MINNESOTA POLLUTION CONTROL AGENCY**, 520 Lafayette Road N., St. Paul, MN 55155 ("MPCA") and **MINNESOTA DEPARTMENT OF NATURAL RESOURCES**, 500 Lafayette Road, St. Paul, MN 55155 ("MDNR").

### Recitals

- 1. The State has a contract with the Contractor identified as SWIFT Contract Number 0000000000000000000113953 ("Original Contract") to provide Hydstra KISTERS Time-Series (FKA Hydstra) Data System services.
- 2. Agreement is being amended to extend end date, increase Agreement amount and change the name of product to continue services.
- 3. The State and the Contractor 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:** August 17, 2016, 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, 2017 June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### REVISION 2. Clause 2. "Scope of Work" is amended as follows:

MN.IT@MPCA will purchase hardware, software, licenses, and remote connection security accessories for the Hydstra KISTERS Time-Series Data Management System and invoice MDNR for reimbursement of MDNR's share of real costs. MN.IT@MPCA will maintain the Citrix Server all hardware and software systems related to the KISTERS Time-Series Data System.

MN.IT@MDNR will maintain the DNR/MPCA Cooperative Stream Gaging web site.

MN.IT@MPCA will make available staff time with expertise in the <u>Hydstra-KISTERS Time-Series</u> Data System to participate in mutually beneficial interagency efforts that require connection to or replication of <u>Hydstra time-series</u> water and climate data.

MN.IT@MPCA and MN.IT@MDNR agree to allow network connections across firewalls when necessary, practical, and secure.

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

3.1 Payments under this agreement are limited to reimbursement by MDNR to MPCA for real costs associated with MDNR users of the Hydstra KISTERS Time-Series Data Management System. Upon receipt of an invoice from MPCA the MDNR will reimburse MPCA for Vendor Charged Software Maintenance Fees, and System Upgrade and Expansion Costs. Real cost items associated with the Hydstra Data Management System include:

<del>Item</del>	Basis of Reimbursement
A. Vendor Charged Software Maintenance Fees	
Hydstra Software Seat License Maintenance Fees	Number of MDNR seats
Server Client Access License Fees (CAL)	Number of MDNR users
Terminal Server Client Access License Fees (TSCAL)	Number of MDNR users
RSA Two Factor Authentication Tokens and Licenses	Number of MDNR users
Fees	
Metaframe XPs Concurrent User Access License Fees	Number of MDNR users
Metaframe Server Hardware Maintenance Expenses	50% of MPCA real costs
B. System Upgrade and Expansion Costs	
Metaframe Server Hardware Replacement Expenses	50% of MPCA real costs
Metaframe Server Software Upgrade Expenses	50%-of MPCA real costs
New Hydstra Software Seat Licenses	Number of new MDNR seats

- 3.2 Upon receipt of MPCA's request for payment, the MDNR shall provide payment for the invoiced costs.
- 3.3 The total obligation of MDNR for annual costs to MPCA under this agreement for Vendor Charged Software Maintenance Fees will not exceed: \$46,000.00 (Forty Six Thousand Dollars and Zero Cents) \$47,000.00 (Forty Seven Thousand Dollars).
- 3.4 The total obligation of MDNR for all reimbursements to MPCA under this agreement for System Upgrade and Expansion will not exceed \$0.00 (Zero Dollars and Zero Cents). Reimbursement by MDNR to MPCA for System Upgrade and Expansion costs will be agreed upon by both parties prior to MPCA incurring any real costs for reimbursement. There are no planned system expansion purchases during the term of this contract.
- 3.5 The total obligation of MDNR for all reimbursements to MPCA under this agreement will not exceed \$46,000.00 (Forty-Six Thousand Dollars and Zero Cents).

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

Access to and maintenance of the Hydstra KISTERS Time-Series Data Management System, and the basis for invoices, provided by MPCA under this agreement must be provided to MDNR's satisfaction, as determined at the sole discretion of MDNR's Authorized Representative.

### REVISION 5. Clause 5 "Authorized Representative" is amended as follows:

MPCA's Authorized Representative is **Todd Biewen**, todd.biewen@state.mn.us, 651.757.2228, or his successor. MDNR's Authorized Representative is **Luke Skinner**, Luke.Skinner@state.mn.us, 651.259.5106, or his successor

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments and change orders remain in full force and effect. The original Agreement, previous amendments and change orders are incorporated into this agreement by reference.

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.								
Signed: Felicia Barner								
Date: 7/3/2017								
DNR SWIFT Contract No114111								
DNR Purchase Order No.: 3000101806								
2. MINNESOTA DEPARTMENT OF NATURAL RESOURCES								
By: In Perl								
Title: Director, Ecological & Water Resources Section Manager								
Date: 7-5-(7								
Ву:								
Title:								
Date:								
3. MINNESOTA POLLUTION CONTROL AGENCY								
By: (with delegated authority)								
Title: Director-Operations Division								
Date: 7/6/17								

1. STATE ENCUMBRANCE VERIFICATION



520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300
800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

### Interagency Agreement

**State of Minnesota** 

SWIFT Contract No.: 000000000000000000137952

Tempo Agency Interest No.: 214727

Activity ID: PRO20180133

Purchase Order No.: 3000021298

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

### **Agreement**

### 1 Term of Agreement

- 1.1 *Effective date*: **04/01/2018**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 03/31/2020, with the option to extend three one year periods, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2 Scope of Work

THE MN DNR Agrees to operate and maintain the IMPROVE (Interagency Monitoring of Protected Visual Environments) Network Station at Great River Bluffs State Park as described in **Attachment A Workplan**, and **Attachment D, IMPROVE SOP**. See **Attachment B Programmatic Terms and Conditions**, and **Attachment C General Terms and Conditions** for further instruction and funding information.

**Attachment A, Attachment B, Attachment C** and **Attachment D** are attached and incorporated into this Agreement.

### 3 Consideration and Payment

- **3.1** The MN DNR shall operate and maintain the IMPROVE Station at Great River Bluffs State Park every Tuesday for 52 weeks a year at a rate of \$300.00 per week. The total for year one will not exceed **\$15,600.00** (Fifteen Thousand Six Hundred Dollars and Zero Cents). Year one is defined as the period of April 1, 2018 March 31, 2019.
- **3.2** The MN DNR shall operate and maintain the IMPROVE Station at Great River Bluffs State Park every Tuesday for 52 weeks a year at a rate of \$300.00 per week. The total for year two will not exceed **\$15,600.00** (Fifteen Thousand Six Hundred Dollars and Zero Cents). Year two is defined as the period of April 1, 2019 March 31, 2020.
- 3.3 The total obligation for all compensation under this Agreement will not exceed \$31,200.00 (Thirty One Thousand Two Hundred Dollars and Zero Cents).

### 4 Conditions of Payment

All services provided under this Agreement must be performed to MPCA's satisfaction, as determined at the sole discretion of MPCA's Authorized Representative.

**4.1 Invoices.** The State will promptly pay the MN DNR after the MN DNR presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Quarterly.** 

Invoices will reference the SWIFT Contract number, Purchase Order number, and the name of the State's Authorized Representative and will be submitted electronically to: <a href="mailto:mpca.ap@state.mn.us">mpca.ap@state.mn.us</a>

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

5 Authorized Representative

MPCA's Authorized Representative is **Kurt Anderson**, 520 Lafayette Road, St. Paul, MN 55155, kurt.anderson@state.mn.us, 651-757- 2192, or his successor.

MN DNR's Authorized Representative is **Rick Samples**, Great River Bluffs State Park, 43605 Kipp Drive, Winona, MN 55987, <u>Rick.samples@state.mn.us</u>, 507-643-6849 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 Minm. Stat. §§ 16A.15 and 16C.05.  Signed: Mi Cheele Store  Date: 5-22-(8)  2. MN DEPARTMENT OF NATURAL RESOURCES  By: (With delegated authority)  Title: PARK MAR  Date: 5-21-18	y :	
Signed:  Date:  Date:  Date:  Date:    State   State	Individual certifies that funds have been encumbered as	3. MN POLLUTION CONTROL AGENCY By: Shelu Smith
Date: 5-22-18  2. MN DEPARTMENT OF NATURAL RESOURCES  By: (With delegated authority)  Title: PARK MAR		1 -1 X X
By: (With delegated authority)  Title: PARK MAR	Date:	1/2/10
Title: PARK MAR	2. MN DEPARTMENT OF NATURAL RESOURCES	
Date: 5-21-18	Title: YARK MAR	
	Date: 5-21-18	



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

Swift Contract No. 140181 DNR Purchase Order No. 3-130834 DNR Contract No. 140726 Tempo AI: 222074 Project Activity ID: PRO20180263

### 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.

### Agreement

### 1 Term of Agreement

- 1.1 Effective date: May 5, 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: September 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2 Scope of Work

DNR and MPCA will collaborate on survey data questions for the 2017 residential wood burning survey. See Exhibit A, wood harvesting questions, attached and incorporated into this agreement. Upon completion of the survey, MPCA will provide the DNR an electronic copy of the survey data. DNR will pay \$1,200 for survey mailing costs.

### 3 Consideration and Payment

Upon receipt of an invoice from the MPCA, DNR will pay the MPCA a one-time lump sum of \$1,200.00.

The total obligation of DNR for all compensation and reimbursements to MPCA under this Agreement will not exceed \$1,200.00 (One Thousand Two Hundred Dollars and Zero Cents).

### 4 Conditions of Payment

All services provided by PCA 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 Kristen Bergstrand, Utilization & Marketing Coordinator, 483 Peterson Road, Grand Rapids, MN 55744, 218-322-2551, Kristen bergstrand@state.mn.us or his/her successor.

MPCA's Authorized Representative is Azra Kovacevic, Environmental Research Scientist, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2505, azra kovacevic@state.mn.us



S20 Lafayette Road North St. Paul, MN 55155-4194

Swift Contract No. 140181 DNR Purchase Order No. 3-130834 DNR Contract No. 140726 Tempo Al: 222074 Project Activity ID: PRO20180263

### 6 Ameudments

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.

notice to the other party,	
1. STATE ENCUMBRANCE VERIFICATION brokvidual certifies that funds have been encumbered as required by Main. Stat. \$\\$ 16A 15 and 16C.05.  Signed: Dath Cuman Date: 4-24-2018  SWIFT Contenet # 40726  SWIFT POR 3-130834	3. Minnesota Pollution Control Agency  By: Christian Overson  (with delegated authority)  Title: MAY. Dursion Arrest  Date: 4-25-18
2. Minnesota Department of Natural Resources	
(With delogated authority)	
Title: 1/14/18	

Exhibit A

# Section D: Complete this section if you burned or harvested wood in the past 12 months

44. At you □1 Y □2 N	es	resident	ce, is you	ir wood s	storea in	a way tnat is	s protected in	om the e	ements?		
45. At you □1 Y	es	ary resid	ence, is	your woo	od stored	in a way tha	at is protected	d from the	e elements?		
	the firewo		centages	should a			past 12 mon			s burned of ea	ach
			Haro	lwoods			Other	Sof	lwoods	Unknown	
Oak	Birch	Ash	Elm	Maple	Aspen	Basswood	Other Hardwoods	Pine	Other Softwoods	species	
%	%	%	%	%	%	%	%	%	%	%	
	the firewoo				condary	residence,	what percent	was burr	ned of each	species (if kn	own)?
			Hard	lwoods				Sof	lwoods	Unknown	
Oak	Birch	Ash	Elm	Maple	Aspen	Basswood	Other Hardwoods	Pine	Olher Softwoods	species	
%	%	%	%	%	%	%	%	%	%	%	
HARVEST											
2017 an gathere	48. Indicate the total amount of firewood that was harvested by you or a member of your immediate family between May 2017 and April 2018 (This includes wood that was harvested for the purpose of burning, and not wood that was gathered during yard clean-up or maintenance. If necessary, you can answer in fractions of full cords, such as 1/2, 1.5. If none enter "0.")										
	_ Full cord	S									
	e wood yo				een May	2017 and /	April 2018, in	dicate the	percent(s)	you harveste	d or
<u> </u>	% Ha	rvested l	by you o	a memb	er of you	ur immediate	e family	754			
	% Pu	rchased	or free s	labs from	ı sawmill	s					
□³	% Pu	rchased	from a fi	rewood d	lealer or	logger					
	% Purchased from a store or campground										
□ <sup>5</sup>	% Fre	ee or pur	chased f	rom othe	r source	S					
percent	<ol> <li>If you or a member of your immediate household harvested firewood between May 2017 and April 2018, indicate the percent that came from the following locations: (Harvested does not include yard clean-up. Percentages should add up to 100%.)</li> </ol>										
1	_ % Priva	te land									
2	_ % State										
3	_ % Coun										
		cipal land									
6	5 % National forestland 6 % Unknown location										
-	_ % UNKN	OWII IOCS	11011					*			

	rcent came									2018 please ind ages should ad	
1	% Live trees from forest land										
2	_		om foresi								
3					chae alta	er a timber h	anuaet				
4						d/or croplan					
5							u ther non-fore	hnel lea			
6		own loca		ii yaido,		y mino, or o	ater hon-tore	igi idild			
came fr	om the folk	owing sp	ecles: (H Hard	larvested lwoods	does no	ot include ya	rd clean-up.	Percenta Sof	ges should a twoods Other	cate what perce add up to 100% Unknown species	nt 6.)
Oak	Birch	Ash	Elm	Maple	Aspen	Basswood	Hardwoods	Pine	Softwoods	opecies	
%	%	%	%	%	%	%	%	%	%	%	
past 12 region f wood ba 1 Asp 2 Cer 3 Mer 14 Nor	old harvesi months, in rom which ased on the en-Birch htral Hardw tro Area thern Pine	ted firew ndicate th you harve following oods	ood in the e primar rested yo	9 Y		Northern Pine	Aspon-Birch  Motro Harder  Area				

Thank you for completing this survey.

Please place the survey in the postage paid envelope provided along with the enclosed drawing entry form and mail it promptly.

Survey sponsored by Minnesota Department of Natural Resources Minnesota Pollution Control Agency U.S. Forest Service

Thanks to John Gulland of Gulland and Associates, Killaloe, CA, for allowing the use of parts of his survey.



### INTERAGENCY AGREEMENT

State of Minnesota

Doc Type: Contract

SWIFT Contract No.:

PO No.:

CR No.: 8867

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

### Agreement

### 1 Term of Agreement

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

### 2 Scope of Work

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

### 3 Consideration and Payment

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

### 4 Conditions of Payment

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

### 5 Authorized Representative

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

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

### 6 Amendments

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

### 7 Liability

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

### 8 Termination

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

1. MINNESOTA DEPARTMENT OF NATURAL RESOURCES 2	. MINNESOTA POLLUTION CONTROL AGENCY
By: {	By: Carry 3m May
(With delegated authority)	(With delegated authority)
Title: Assistant Director Div. of Lands & Minerals	Title: Director - Operations DIVIS-
Date: June 27 2017	Date: 7/5/17



### STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the MINNESOTA POLLUTION CONTROL AGENCY, 520 Lafayette Road N. St. Paul, MN 55155 ("MPCA") and the MINNESOTA DEPARTMENT OF HEALTH, 601 Robert St. N. St. Paul, MN 55155 ("MDH").

#### Agreement

### 1 Term of Agreement

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

### 2 Scope of Work

MPCA and MDH are each empowered to enter into Interagency Agreements pursuant to Minn. Stat. § 471.59, Subd. 10;

### Therefore, it is agreed:

#### A. MDH Duties:

- 1. MDH shall perform environmental sample analysis for MPCA.
- 2. MDH shall generate and provide MPCA with the data elements and reports for each sample MDH analyzes pursuant to this Agreement.
- 3. A list of tests including analysis name, method reference, matrix, and price is contained in **Attachment 1**, which is attached and incorporated into this Agreement.
- 4. With written consent from both parties, methods and/or technologies for sample analysis may be altered from those listed in **Attachment 1**, as long as the change is compliant with regulations and the pricing for each test remains unchanged.
- 5. MDH shall perform environmental sample analysis pursuant to this Agreement using methods approved by the most recent update of 40 CFR part 136 or final update of SW-846 or referenced by permit, where applicable.
- 6. Upon request by MPCA, MDH shall make available, in writing, all MDH environmental sample analytical methods and procedures.
- 7. MDH shall comply with the requested turnaround times specified in **Attachment 2**, which is attached and incorporated into this Agreement. If MDH cannot comply with any of the requirements set forth in Attachment 2, it shall notify the MPCA Liaison of the sample number(s) and parameter(s) affected and the corrective actions, if any, to be taken. The MPCA and MDH Liaisons will mutually agree on a method of resolution of any problems as needed.
- 8. MDH shall include in the data reports atypical information pertaining to the sample analysis required under this Agreement including but not limited to exceedance of analysis holding times, broken or spilled sample containers, or samples lacking the required preservative.
- 9. MDH shall accept emergency response samples within a four hour notice period, twenty-four hours a day, each and every day including weekends and holidays. Emergency response samples are samples of public health significance submitted for analysis outside either the laboratory's normal compliance monitoring scope of work or project plan. Notwithstanding this or any other provision in this Agreement, MDH may in its sole discretion refuse to accept any

- sample from MPCA for analysis which MDH determines it is unable to analyze for reasons including but not limited to safety concerns or the analysis, analyte, or matrix cannot be analyzed at MDH. The MDH Liaison agrees to immediately notify the MPCA Liaison if MDH is unable to accept for analysis any or all samples or if MDH cannot meet priority timelines, as described in **Attachment 2**.
- 10. MDH shall provide emergency environmental sample data by phone or electronic format as soon as the analysis is completed and the required data elements reviewed, and provide a PDF within three (3) business days following completion of the review process for all analyses requested on the work order.
- 11. The MDH reports completed for each sample analyzed must comply with all the report requirements set forth in Minn. R. Ch. 4740.2095, excluding requirements for certification by MDH, documentation related to a commissioner-designated identification number, or identifying test results for which the laboratory is not certified.
- 12. The MDH reports completed for each sample must contain:
  - i. A statement of the condition of the samples upon receipt at the laboratory.
  - ii. The MPCA project name and number, and the two-letter MDH program code.
  - iii. The MPCA field or sample number and the associated laboratory sample number.
  - iv. A copy of the original chain of custody (COC) form accompanying the samples to the laboratory.
  - v. Dates of sample preparation and analyses.
  - vi. A narrative discussing any irregularities found during the analyses, any problems encountered and corrective actions taken.
  - vii. If applicable, associated quality control information including the matrix spike / matrix spike duplicate recoveries, duplicate sample concentrations, relative percent difference (RPD) values, qualifiers for out-of-control samples, sample blank concentrations (including trip, method, and field blanks), surrogate recoveries, and laboratory control sample recoveries.
- 13. MDH shall provide copies of its environmental laboratory analytical Proficiency Test (PT) or Performance Evaluation (PE) data in a timely manner following receipt of the evaluation.
- 14. MDH shall provide, upon request, copies of the data from any relevant inter-laboratory study in which MDH participates.
- 15. MDH shall implement COC procedures suitable for accepting, handling, tracking, storing, and securing MPCA environmental samples submitted for possible civil and/or criminal enforcement actions. MPCA shall appropriately identify samples being submitted for possible civil and/or criminal enforcement actions on the COC form. MDH reserves the right to reject any and all such MPCA environmental samples that lack appropriate accompanying documents and/or signatures for legal transfer of custody.
- 16. MDH shall provide appropriate staff to testify as fact witnesses concerning MDH's sample handling, analysis, data generation, data reporting, interpretation of data results, and chain of custody when such samples analyzed pursuant to this Agreement are part of a civil and/or criminal enforcement action and when requested to do so by MPCA. MDH does not agree, pursuant to this Agreement, to serve as an expert witness in any civil or criminal litigation to which the MPCA may be a party.
- 17. MDH shall provide electronic environmental data reports as PDF and Electronic Data Deliverables (EDD) documents, and shall maintain a website for the retrieval of data, according to program-specific requirements. Electronic versions of the Chain-of-Custodies will be maintained by MDH. Web-based data retrieval will be available from the MDH LIMS (Element). The MPCA has developed an EQuIS format for an Electronic Data Deliverable (EDD). This format is called the MPCA LAB\_MN and is available on a website hosted by EarthSoft

- (http://www.earthsoft.com/products/edp/edp-format-for-mnpca/). MDH must submit all Electronic Data Deliverables (EDDs) to MPCA to be consistent with this format.
- 18. MDH shall provide the appropriate number of environmental sample containers and preservatives, to be used by MPCA for collecting and providing samples for analysis pursuant to this Agreement. MDH will comply with Global Harmonized System requirements, which are OSHA labeling requirements for all hazardous chemicals, when shipping preservatives to either the MPCA or any of its designated clients.
- 19. MDH shall provide, consistent with applicable professional standards, the necessary technical expertise, guidance, and observations regarding any occurrences that may affect sample integrity or data quality for analytical methods MDH performs.
- 20. MDH may, agree to provide data assessment, verification, and validation assistance within the scope of this Agreement to MPCA upon request. These additional services may be subject to an additional charge as outlined in **Attachment 1** under Administrative Consult.
- 21. MDH shall provide MPCA with a summary of requested samples versus projected amounts sorted by billing code on a monthly basis.
- 22. MDH shall dispose of MPCA environmental samples following routine laboratory analysis per the MDH retention schedule. For MPCA environmental samples deemed hazardous or otherwise requiring special handling and/or disposal methods, MDH reserves the right to assess an additional sample disposal fee as outlined in **Attachment 1**.
- 23. MDH shall seek and obtain all relevant certifications from nationally recognized laboratory certification authorities, acceptable to the MPCA, for the list of priority analyses provided in Attachment 3, which is attached and incorporated into this Agreement. MDH shall keep the MPCA Principal Liaison informed of the status of this certification process through the submittal of quarterly status reports.
- 24. MDH shall maintain all raw and supporting data generated as a result of analyses conducted pursuant to this Agreement for five years.
- 25. MDH shall dispose of ambient surface water samples and analytical waste produced from running the sample analyses performed pursuant to this Agreement that contain or are suspected of containing one or more aquatic invasive species (AIS) according to the established MDH autoclave protocol. MPCA and anyone sampling on behalf of MPCA shall clearly identify AIS samples both on the sample bottle and on the accompanying lab form. Should MDH staff suspect a sample may be an AIS sample but is not identified as such, MDH may treat such sample as an AIS sample and bill MPCA according to the price specified in the current MDH environmental laboratory price list in **Attachment 1**.
- 26. MDH shall only report results between the Reporting Limit and the Method Detection Limit (MDL) and qualify those results with a 'J' qualifier, meaning that it is an estimated value, when this is requested on the COC form or requested in writing for a specific project. Otherwise, all results with the exception of PFC analysis will be reported to the Reporting Limit. All PFC results will be reported down to the MDL regardless of whether a report to the MDL is requested on the chain of custody form.
- 27. MDH shall report Tentatively Identified Compounds (TIC) only when MPCA specifically requests TICs for a specific organic analysis on the COC form. Otherwise, MDH shall not report any TICs as part of the analysis.
- 28. MDH shall meet the requirements specified in project-specific quality assurance project plans (QAPP) and follow the policies and requirements posted on the MPCA Quality System Web Page: <a href="http://www.pca.state.mn.us/index.php/about-mpca/mpca-overview/agency-strategy/mpca-quality-system.html">http://www.pca.state.mn.us/index.php/about-mpca/mpca-overview/agency-strategy/mpca-quality-system.html</a>.

- 29. MDH shall update the method references in its databases to include the version number or year of approval. The updated information should appear on reports, electronic data deliverables (when EQuIS is programmed to receive the new information), and the price list.
- 30. MDH shall be responsible for work and actions performed by subcontractors on MPCA samples analyzed pursuant to this Agreement.
  - a. MDH shall not award any subcontract work for MPCA samples to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity unless the appropriate MPCA project manager or authorized representative has provided written approval. MPCA shall respond to any MDH request to subcontract MPCA sample analysis within three (3) business days of the initial request from MDH. MDH shall bill MPCA for any sample analysis conducted by a subcontractor according to the current MDH price list. However, MPCA will be charged the lower lab fee, and no indirect or administrative fee, if MDH is temporarily unable to perform an analysis at the MDH Public Health Laboratory due to unforeseen circumstances including but not limited to instrument failure or temporary lack of trained personal.
  - b. MDH agrees to follow all State contract procedures for subcontracting of work. MDH will first try to identify a laboratory on the State Sampling and Laboratory Analysis Services contract that can perform the needed analysis. If no laboratory on the State contract is available, MDH will try to identify a MDH accredited laboratory.
  - All subcontracts shall contain provisions for MPCA inspection access to the subcontractor's books, documents, and records directly pertinent to the subcontracted analytical services.
  - d. No subcontract or delegation of work shall relieve or discharge MDH from any obligation, provision, or liability under this Agreement.
  - e. MPCA reserves the right to review all SOPs and Quality Assurance/Quality Control manuals directly pertinent to the subcontracted analytical services and check references, and may, at its sole discretion, deny approval of subcontracting of the analysis.
- 31. In order to comply with Clean Water Legacy reporting requirements, Minnesota Laws 2011, First Special Session, Chapter 6, Article 5, Section 1, MDH shall provide and maintain the average full-time equivalent (FTE) for labor in MPCA billing codes funded by the Clean Water Fund (CWF), such that MPCA can determine FTE based on the sum of dollars paid into these billing codes. For the purposes of this reporting, FTE is calculated as total hours divided by 2,088, and the current FTE per \$1,000 dollars for CWF-funded billing codes is 0.0089 FTE.

#### **B. MPCA Duties:**

- MPCA shall notify MDH at least 24 hours prior to the anticipated delivery of routine
  environmental samples with holding times of 48 hours or less. Should MPCA fail to give MDH
  such notification, MDH agrees to make a good-faith effort to analyze such samples within their
  respective maximum holding times according to the specifications set forth in Attachment 4.
- 2. MPCA shall notify MDH of anticipated sample deliveries during normal business hours, which for purposes of this Agreement is defined as Mondays through Fridays 8:00 am 4:30 pm; excluding all state observed holidays.
- 3. MPCA shall submit environmental samples, corresponding documentation, and related materials consistent with all applicable MDH standard operating procedures and protocols.
- 4. MPCA shall submit COCs at a minimum according to the current MDH Sample Acceptance Policy (https://mn.mdh.mastercontrol.com/mastercontrol/main/index.cfm?event=showFile&ID=EWE6 ZV6YPFG6RFGAV5&static=false&mcuid=ANONYMOUS&mcsid=6LBF44RI4VEBRNXR3S).

- 5. MPCA shall inform MDH of any known hazard associated with environmental samples submitted to MDH for analysis on the COC form.
- 6. MPCA shall prioritize samples by indicating the priority status on the COC. The COC will indicate whether a sample is: standard, priority, or emergency status. MPCA program Liaisons will review priority requests and notify MDH if status should be changed.
- MPCA shall provide projected workload and/or budget estimates for each of the MPCA project codes to MDH for workload planning purposes by no later than May 30th of the current and every future fiscal year.
- 8. MPCA shall notify MDH in a timely manner if it anticipates that expenditures for environmental laboratory services will be less than eighty (80) percent of the amount projected for any fiscal year.
- 9. MPCA shall notify MDH in a timely manner if it anticipates a twenty (20) percent increase in MPCA expenditures for MDH environmental laboratory services for any fiscal year.
- 10. MPCA shall request technical expertise, guidance, and interpretation of data results through specific personnel as designated by MDH such as Section Managers, Unit Supervisors, Quality Assurance Officers, and Project Coordinators.
- 11. MPCA shall provide any project specific quality assurance plans to MDH 15 business days prior to sending MDH work that must comply with the QAPP.
- 12. When multiple analytical methods are available for any particular sample, MPCA shall identify on the lab request form which method MDH should use for sample analysis. If none is specified, MDH will either conduct the analysis according to standard protocols and procedures or contact MPCA for method clarification prior to sample processing.

#### C. MPCA and MDH Joint Duties:

- 1. MPCA and MDH agree to provide Liaisons to coordinate the exchange of information.
- 2. MDH and MPCA agree to keep current the emergency response contacts and their telephone numbers as listed in **Attachment 5**, which is attached and incorporated into this Agreement.
- 3. Both parties agree to provide technical support to the other in terms of method development, problem solving, and joint projects.
- 4. MPCA grants MDH permission to share all PFC-containing data with the designated staff person in MDH's Site Assessment & Consultation Unit. Also, MPCA grants MDH permission to share all PFC-containing data from Public Water Systems (PWSs) with the designated staff person in the MDH Drinking Water Protection Division. The Program Codes where this is applicable are PE, PL, QW, SO, TB and TM.

#### 3 Considerations and Payment

- 1. MDH shall bill MPCA on a monthly basis for all services performed pursuant to this Agreement, according to the price list included in **Attachment 1**.
- 2. MDH shall credit MPCA for all services billed but not provided and the excess amount of any over-billing.
- 3. MDH shall provide MPCA with a projected price list for all upcoming fiscal years by May 1st of the current fiscal year.
- 4. MDH shall list all costs outstanding to the MPCA by June 15 of each fiscal year to ensure end-of-fiscal year funds are properly accounted for by both parties, and that MPCA has money allocated for costs charged in July for prior fiscal year samples.
- 5. MDH acknowledges this Agreement does not guarantee MDH a minimum source of MPCA funding for any fiscal year.

- 6. MPCA shall pay MDH a premium for priority and emergency samples provided the analytical times specified are met according to **Attachment 2**.
- 7. MPCA shall reimburse MDH for technical consultation, special reports writing, staff factual testimony services, and modification of an analytical report level or reporting to the minimum detection level after a final report has been generated at the administrative consultation rate as specified in Attachment 1.
- 8. MPCA shall reimburse MDH for requested analytical method development services at the unit developmental rate as specified in **Attachment 1**.
- 9. MPCA and MDH agree to negotiate the fee for any special project work requested of MDH by MPCA, and shall execute an amendment to this Agreement should the additional special project be outside the scope of this Agreement or result in fees exceeding the Total Obligation as specified below.
- The Total Obligation of MPCA for all compensation and reimbursements to MDH under this
  agreement over the length of the agreement will not exceed \$2,000,000.00 (Two Million Dollars
  and zero cents).

#### 4 Conditions of Payment

No payment will be made for work that does not comply with sampling and analytical protocols or has not been performed in accordance with all applicable Federal and State laws, rules, regulations, and the terms of this Agreement.

#### 5 Authorized Representative

The MPCA Authorized Representatives for the purpose of administration of this Agreement are:

Principal Liaison: Luke Charpentier, Supervisor, Performance Management and Quality Unit, 520 Lafayette Rd. N, St. Paul, MN 55155, <a href="mailto:luke.charpentier@state.mn.us">luke.charpentier@state.mn.us</a>, 651-757-2268; Program Manager: Bill Scruton, Quality Assurance Coordinator, Environmental Analysis & Outcomes Division, 520 Lafayette Rd. N, St. Paul, MN 55155, <a href="mailto:bill.scruton@state.mn.us">bill.scruton@state.mn.us</a>, 651-757-2710; Program Liaison: Sandy McDonald, Quality Assurance Coordinator, Environmental Analysis & Outcomes Division, 520 Lafayette Rd. N, St. Paul. MN 55155, <a href="mailto:sandy.mcdonald@state.mn.us">sandy.mcdonald@state.mn.us</a>, 651-757-2560.

If MPCA's Authorized Representatives change at any time during this contract, MPCA must notify MDH within 30 days.

MDH Authorized Representatives for the purposes of administration of this Agreement are:

Principal Liaison: Joanne Bartkus, Division Director, Public Health Laboratory Division, 601 Robert St. N, St. Paul, MN 55164, joanne.bartkus@state.mn.us, 651-201-5256; Program Liaison: Myra Kunas, Assistant Division Director, Public Health Laboratory Division, 601 Robert St. N, St. Paul, MN 55164, myra.kunas@state.mn.us, 651-201-5583 or delegate. If MDH's Authorized Representatives change at any time during this contract, MDH must notify MPCA within 30 days.

#### 6 Amendments

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

#### 7 Business Rules

The MPCA and MDH shall follow the Business Rules in **Attachment 4**, which is attached and incorporated into this Agreement.

#### 8 Liability

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota State Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable laws governs MDH's and MPCA's respective liabilities.

#### 9 Termination

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

#### 10 Data Practices

MDH and MPCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated under this Agreement.

# 1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minn. Stat. \$\$16A.15 and 16C.05. Signed: Date: Contract ID: 125633 Purchase Order No.: 30060 (9388) 2. MINNESOTA DEPARTMENT OF HEALTH By: Date: Date: 1. SUPPLY SON MINUTA Title: PULL SUPPLY SON MINUTA Date: 1. MINNESOTA POLLUTION CONTROL AGENCY Individual certifies the applicable provisions of Minn. Stat. \$16C.08, subdivisions 2 and 3 are reaffirmed. By: With delegated authority) Title: Division Director



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Acetate IC	EPA 300.1	Non-potable Water	18
Alkalinity, Bicarbonate as CaCO <sub>3</sub> <sup>1</sup>	SM 2320B 21 <sup>st</sup> ED	Drinking Water	0
Alkalinity, Bicarbonate as CaCO <sub>3</sub> <sup>1</sup>	SM 2320B-1997	Non-potable Water	0
Alkalinity, Carbonate as CaCO <sub>3</sub> <sup>1</sup>	SM 2320B 21st ED	Drinking Water	0
Alkalinity, Carbonate as CaCO <sub>3</sub> <sup>1</sup>	SM 2320B-1997	Non-potable Water	0
Alkalinity as CaCO₃	SM 2320B 21 <sup>st</sup> ED	Drinking Water	17
Alkalinity as CaCO₃	SM 2320B-1997	Non-potable Water	17
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	18
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	18
BOD	Hach 10360	Non-potable Water	59
Bromide 300.1	EPA 300.1	Drinking Water Non-potable Water	16
CBOD	Hach 10360	Non-potable Water	62
_Chemical Oxygen Demand	EPA 410.4	Drinking Water Non-potable Water	29
Chemical Oxygen Demand, Dissolved	EPA 410.4	Drinking Water Non-potable Water	29
Chloride 300.1	EPA 300.1	Drinking Water Non-potable Water	16
Chlorophyll-A	SM 10200H-2001	Non-potable Water	44



			FY18
Analysis Name	Method Reference	Matrix	Price (\$)
Chlorophyll-A Lab Filter	SM 10200H-2001	Non-potable Water	71
Color	SM2120B 21st ED	Drinking Water	15
Color	SM2120B-2001	Non-potable Water	15
Conductivity	SM 2510B 21 <sup>st</sup> ED	Drinking Water	15
Conductivity	SM 2510B-1997	Non-potable Water	15
Cyanide	EPA 335.4	Drinking Water Non-potable Water	98
Cyanide, Free	SM 4500-CN F 21 <sup>st</sup> ED	Drinking Water	35
Dissolved Organic Carbon	SM 5310C 21 <sup>st</sup> ED	Drinking Water	22
Dissolved Organic Carbon	SM 5310C-2000	Non-potable Water	22
Fluoride	SM 4500-F-C 21st ED	Drinking Water	18
Fluoride	SM 4500-F-C-1997	Non-potable Water	18
Fluoride, Dissolved	SM 4500-F-C 21st ED	Drinking Water	18
Fluoride, Dissolved	SM 4500-F-C-1997	Non-potable Water	18
Kjeldahl Nitrogen as N	EPA 351.2	Drinking Water Non-potable Water	37
Kjeldahl Nitrogen as N, Dissolved	EPA 351.2	Drinking Water Non-potable Water	37
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Nitrate + Nitrite Nitrogen	SM 4500-NO3 F 21 <sup>st</sup> ED	Drinking Water	16



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Nitrate + Nitrite Nitrogen	EPA 353.2	Non-potable Water	16
Nitrate + Nitrite Nitrogen, Dissolved	SM 4500-NO3 F 21 <sup>st</sup> ED	Drinking Water	16
Nitrate + Nitrite Nitrogen, Dissolved	EPA 353.2	Non-potable Water	16
Nitrite	SM 4500-NO2 B 21 <sup>st</sup> ED	Drinking Water	28
Nitrite	SM 4500-NO2 B-2000	Non-potable Water	28
Nitrite, Dissolved	SM 4500-NO2 B 21st ED	Drinking Water	28
Nitrite, Dissolved	SM 4500-NO2 B-2000	Non-potable Water	28
Orthophosphate as Phosphate	EPA 365.1	Drinking Water	20
Orthophosphate as Phosphorus	SM 4500-P G-1999	Non-potable Water	20
Orthophosphate, Dissolved as Phosphate	EPA 365.1	Drinking Water	20
Orthophosphate, Dissolved as Phosphorus	SM 4500-P G-1999	Non-potable Water	20
рН	SM 4500-H+B 21 <sup>st</sup> ED	Drinking Water	15 .
рН	SM 4500-H+B-2000	Non-potable Water	15
Pheophytin-A	SM 10200H-2001	Non-potable Water	14
Phosphorus as Phosphate	SM 4500P I 21st ED	Drinking Water	18
Phosphorus (Non-potable) as Phosphorus	EPA 365.1	Non-potable Water	20
Phosphorus, Dissolved as Phosphorus	EPA 365.1	Drinking Water Non-potable Water	20



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
ranaly 313 (Valific	Petrology of	TIMELIA	, , , , , , , , , , , , , , , , , , , ,
	Sedimentary Rocks,	Drinking Water	
Sand	2nd ed	Non-potable Water	50
Silica	SM 4500-SiO2 C 21st ED	Drinking Water	41
Silica	SM 4500-SiO2 C-1997	Non-potable Water	41
Silica, Dissolved	SM 4500-SiO2 C 21st ED	Drinking Water	41
Silica, Dissolved	SM 4500-SiO2 C-1997	Non-potable Water	41
Solids, Suspended	SM 2540D 21 <sup>st</sup> ED	Drinking Water	25
Solids, Suspended	SM 2540D-1997	Non-potable Water	25
Solids, Suspended Volatile <sup>2</sup>	SM 2540E 21 <sup>st</sup> ED	Drinking Water	40
Solids, Suspended Volatile <sup>2</sup>	SM 2540E-1997	Non-potable Water	40
Solids, Total Dissolved	SM 2540C 21 <sup>st</sup> ED	Drinking Water	38
Solids, Total Dissolved	SM 2540C-1997	Non-potable Water	38
Solids, Total	SM 2540B 21 <sup>st</sup> ED	Drinking Water	31
Solids, Total	SM 2540B-1997	Non-potable Water	31
Solids, Total Volatile <sup>2</sup>	SM 2540E 21 <sup>st</sup> ED	Drinking Water	48
Solids, Total Volatile <sup>2</sup>	SM 2540E-1997	Non-potable Water	48
Sulfate	EPA 300.1	Drinking Water Non-potable Water	16
Total Organic Carbon	SM 5310C 21 <sup>st</sup> ED	Drinking Water	22



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
	A		
Total Organic Carbon	SM 5310C-2000	Non-potable Water	22
Turbidity	SM 2130B 21st ED	Drinking Water	19
Turblatty	3141 21,000 21 10	Drinking Water	
Turbidity	SM 21308-2001	Non-potable Water	19
UV Absorbance @ 254 nm	SM 5910B 21 <sup>st</sup> ED	Drinking Water	35
UV Absorbance @ 254 nm	SM 5910B-2000	Non-potable Water	35
		Drinking Water	
UV Absorbance @ 440 nm	. MDH 55	Non-potable Water	35
		Drinking Water	
UV Absorption, specific	Calculation	Non-potable Water	0



# Minnesota Department of Health Public Health Lab Division FY 2018 Prices for Microbiology Unit

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Coliform – MPN - QT	SM 9223B 21 <sup>st</sup> ED	Drinking Water	26
Coliform - PA	SM 9223B 21 <sup>st</sup> ED	Drinking Water	15
Coliform – PA (Surface Source Waters)	SM 9223B 21st ED	Drinking Water	15
E. coli – MPN - QT	SM 9223B-1997	Non-potable Water	26



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
		Drinking Water	
Aluminum	EPA 200.8	Non-potable Water	15
Aluminum	EPA 6020	Non-potable Water	15
		Drinking Water	
Aluminum, Dissolved	EPA 200.8	Non-potable Water	15
	55. 555		
Aluminum, Dissolved	EPA 6020	Non-potable Water	15
A	EDA 200 0	Drinking Water	4.5
Antimony	EPA 200.8	Non-potable Water	15
Antimony	EPA 6020	Non-potable Water	15
		Drinking Water	
Antimony, Dissolved	EPA 200.8	Non-potable Water	15
Antimony, Dissolved	EPA 6020	Non-potable Water	15
	,		
Arsenic Speciation	MDH Method	Drinking Water	90
Arsenic Speciation, Dissolved	MDH Method	Drinking Water	90
Arsenie Speciation, Bissolveu	Wibit Wictiod	Drinking Water	30
Arsenic	EPA 200.8	Non-potable Water	15
		-	
Arsenic	EPA 6020	Non-potable Water	15
		Drinking Water	
Arsenic, Dissolved	EPA 200.8	Non-potable Water	15
Arsenic, Dissolved	EPA 6020	Non-potable Water	15
		Drinking Water	
Barium	EPA 200.8	Non-potable Water	15
D	EDA 6020		4.5
Barium	EPA 6020	Non-potable Water	15
Barium Dissolved	EPA 200.8	Drinking Water Non-potable Water	1 [
Barium, Dissolved	EPA ZUU.8	won-potable water	15



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Barium, Dissolved	EPA 6020	Non-potable Water	15
Beryllium	EPA 200.8	Drinking Water Non-potable Water	15
Beryllium	EPA 6020	Non-potable Water	15
Beryllium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Beryllium, Dissolved	EPA 6020	Non-potable Water	15
Boron	EPA 200.7	Drinking Water Non-potable Water	15
Boron	EPA 6010B	Non-potable Water	15
Boron, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Boron, Dissolved	EPA 6010B	Non-potable Water	15
Cadmium	EPA 200.8	Drinking Water Non-potable Water	15
Cadmium	EPA 6020	Non-potable Water	15
Cadmium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Cadmium, Dissolved	EPA 6020	Non-potable Water	15
Calcium	EPA 200.7	Drinking Water Non-potable Water	15
Calcium	EPA 6010B	Non-potable Water	15
Calcium as CaCO <sub>3</sub>	EPA 200.7	Drinking Water Non-potable Water	15
Calcium as CaCO <sub>3</sub>	EPA 6010B	Non-potable Water	15



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
		Drinking Water	
Calcium as CaCO <sub>3</sub> , Dissolved	EPA 200.7	Non-potable Water	15
Calcium as CaCO <sub>3</sub> , Dissolved	EPA 6010B	Non-potable Water	15
		Drinking Water	
Calcium, Dissolved	EPA 200.7	Non-potable Water	15
Calcium, Dissolved	EPA 6010B	Non-potable Water	15
		Drinking Water	
Chromium	EPA 200.8	Non-potable Water	15
Chromium	EPA 6020	Non-potable Water	15
		Drinking Water	
Chromium, Dissolved	EPA 200.8	Non-potable Water	15
Characters Disabled	EDA (020	Naw watchia Manay	15
Chromium, Dissolved	EPA 6020	Non-potable Water	15
Cahait	CD 4 200 B	Drinking Water	15
Cobalt	EPA 200.8	Non-potable Water	13
Cobalt	EPA 6020	Non-potable Water	15
		Drinking Water	ŧ
Cobalt, Dissolved	EPA 200.8	Non-potable Water	15
•			•
Cobalt, Dissolved	EPA 6020	Non-potable Water	15
		Drinking Water	
Copper	EPA 200.8	Non-potable Water	15
Copper	EPA 6020	Non-potable Water	15
		Drinking Water	
Copper, Dissolved	EPA 200.8	Non-potable Water	15
	504.6500		A 5"
Copper, Dissolved	EPA 6020	Non-potable Water	15
	EDA 200 G	Drinking Water	4.5
Copper Dissolved, Low Level	EPA 200.8	Non-potable Water	15



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Copper Dissolved, Low Level	EPA 6020	Non-potable Water	15
Copper, Low Level	EPA 200.8	Drinking Water Non-potable Water	15
Copper, Low Level	EPA 6020	Non-potable Water	15
Hardness (200)	SM 2340B 21st ED	Drinking Water	15
Hardness (200)	SM 2340B-1997	Non-potable Water	15
Hardness (6010B)	SM 2340B-1997	Non-potable Water	15
Hardness, Dissolved (6010B)	SM 2340B-1997	Non-potable Water	15
Iron	EPA 200.7	Drinking Water Non-potable Water	15
Iron	EPA 6010B	Non-potable Water	15
Iron, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Iron, Dissolved	EPA 6010B	Non-potable Water	15
Iron, Dissolved, Low Level	EPA 200.7	Drinking Water Non-potable Water	15
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	15
Lab Filtered - Metals	MDH Method	Drinking Water Non-potable Water	20
Lead	EPA 200.8	Drinking Water Non-potable Water	15
Lead	EPA 6020	Non-potable Water	15
Lead, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Lead, Dissolved	EPA 6020	Non-potable Water	15
		Drinking Water	
Lithium	EPA 200.8	Non-potable Water	15
Lithium	EPA 6020	Non-potable Water	15
		Drinking Water	
Lithium, Dissolved	EPA 200.8	Non-potable Water	15
Lithium, Dissolved	EPA 6020	Non-potable Water	15
Littiani, Dissolved	L! A 0020	Drinking Water	13
Magnesium	EPA 200.7	Non-potable.Water	15
THUB TO STATE	L-1 / 1 &	Tron potable tratel	
Magnesium	EPA 6010B	Non-potable Water	15
		Drinking Water	
Magnesium as CaCO₃	EPA 200.7	Non-potable Water	15
Magnesium as CaCO <sub>3</sub>	EPA 6010B	Non-potable Water	15
Magnesium as CaCO <sub>3</sub> ,		Drinking Water	
Dissolved	EPA 200.7	Non-potable Water	15
Magnesium as CaCO <sub>3</sub> ,			
Dissolved	EPA 6010B	Non-potable Water	15
M Di. I. I.	5DA 200 7	Drinking Water	4.5
Magnesium, Dissolved	EPA 200.7	Non-potable Water	15
Magnesium, Dissolved	EPA 6010B	Non-potable Water	15
		Drinking Water	
Manganese	EPA 200.8	Non-potable Water	15
Manganasa	EPA 6020	Non notable Water	15
Manganese	EFA 0020	Non-potable Water	13
Manganese, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
	LI A 200.0	TOTT POLUDIC WALCE	
Manganese, Dissolved	EPA 6020	Non-potable Water	15



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
		Drinking Water	
Mercury 245.2, 1631	EPA 245.2, 1631	Non-potable Water	67
Mercury, 245.2, 1631,		Drinking Water	
Dissolved	EPA 245.2, 1631	Non-potable Water	67
Mercury, Dissolved Ultra Low		Drinking Water	
Level	EPA 1631E	Non-potable Water	80
Mercury, Methyl	EPA 1630	Non-potable Water	150
Mercury, Methyl Dissolved	EPA 1630	Non-potable Water	150
		Drinking Water	-
Mercury, Ultra Low Level	EPA 1631E	Non-potable Water	80
Metals Quick Scan (72 ICP) Not	MDH (Not Regulatory	Drinking Water	
Regulatory Compliant	Compliant)	Non-potable Water	7
		Drinking Water	
Molybdenum	EPA 200.8	Non-potable Water	15
Molybdenum	EPA 6020	Non-potable Water	15
		Drinking Water	
Molybdenum, Dissolved	EPA 200.8	Non-potable Water	15
Molybdenum, Dissolved	EPA 6020	Non-potable Water	15
Morybuchum, Dissolveu	217 0020	Drinking Water	15
Nickel	EPA 200.8	Non-potable Water	15
		Transportation of the contract	
Nickel	EPA 6020	Non-potable Water	15
		Drinking Water	<del></del>
Nickel, Dissolved	EPA 200.8	Non-potable Water	15
Nickel, Dissolved	EPA 6020	Non-potable Water	15
		Drinking Water	
Potassium	EPA 200.7	Non-potable Water	15
Potassium	EPA 6010B	Non-potable Water	15



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
		Drinking Water	•
Potassium, Dissolved	EPA 200.7	Non-potable Water	. 15
Potassium, Dissolved	EPA 6010B	Non-potable Water	15
		Drinking Water	
Selenium	EPA 200.8	Non-potable Water	15
Selenium	EPA 6020	Non-potable Water	15
C 1 . D	5D 1 200 0	Drinking Water	4 ==
Selenium, Dissolved	EPA 200.8	Non-potable Water	15
Selenium, Dissolved	EPA 6020	Non-potable Water	15
Selemani, Dissolved	EPA 6020		13
Silver	EPA 200.8	Drinking Water Non-potable Water	15
Saver	El A 200.0	Non-potable water	13
Silver	EPA 6020	Non-potable Water	15
		Drinking Water	
Silver, Dissolved	EPA 200.8	Non-potable Water	15
Silver, Dissolved	EPA 6020	Non-potable Water	15
		Drinking Water	
Sodium	EPA 200.7	Non-potable Water	15
Sodium	EPA 6010B	Non-potable Water	15
		Drinking Water	
Sodium, Dissolved	EPA 200.7	Non-potable Water	15
Sodium, Dissolved	EPA 6010B	Non-potable Water	15
		Drinking Water	
Strontium	EPA 200.8	Non-potable Water	15
Charactions	EDA 6000	NI	4.5
Strontium	EPA 6020	Non-potable Water	15
Strontium Dissalvad	EDA 200 0	Drinking Water	1 E
Strontium, Dissolved	EPA 200.8	Non-potable Water	15



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Strontium, Dissolved	EPA 6020	Non-potable Water	15
		Drinking Water	
Thallium	EPA 200.8	Non-potable Water	15
Thallium	EPA 6020	Non-potable Water	15
		Drinking Water	
Thallium, Dissolved	EPA 200.8	Non-potable Water	15
Thallium, Dissolved	EPA 6020	Non-potable Water	15
		Drinking Water	
Tin	EPA 200.8	Non-potable Water	15
Tin	EPA 6020	Non-potable Water	15
	2177 0020	Drinking Water	
Tin, Dissolved	EPA 200.8	Non-potable Water	15
Tin, Dissolved	EPA 6020	Non-potable Water	15
		Drinking Water	
Titanium	EPA 200.8	Non-potable Water	15
Titanium	EPA 6020	Non-potable Water	15
		Drinking Water	
Titanium, Dissolved	EPA 200.8	Non-potable Water	15
Titanium, Dissolved	EPA 6020	Non-potable Water	15
		Drinking Water	
Uranium	EPA 200.8	Non-potable Water	25
		Drinking Water	
Vanadium	EPA 200.8	Non-potable Water	15
Vanadium	EPA 6020	Non-potable Water	15
		Drinking Water	
Vanadium, Dissolved	EPA 200.8	Non-potable Water	15



Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Vanadium, Dissolved	EPA 6020	Non-potable Water	15
		Drinking Water	
Zinc	EPA 200.8	Non-potable Water	15
Zinc	EPA 6020	Non-potable Water	15
		Drinking Water	
Zinc, Dissolved	EPA 200.8	Non-potable Water	15
Zinc, Dissolved	EPA 6020	Non-potable Water	15



			FY18 Price
Analysis Name	Method Reference	Matrix	(\$)
Alpha and Beta, gross	MDH	Air	45
Alpha and Beta, gross	MDH	Wipe	45
		Drinking Water	
Alpha and Beta, gross	EPA 900.0	Non-potable Water	75
		Drinking Water	
Alpha, gross	EPA 900.0	Non-potable Water	70
		Air	
		Biological Materials	
		Drinking Water	
		Solid and Chem. Mat.	
Gamma	SM 7120 B 21 <sup>st</sup> ED	Wipe	127
Gamma	SM 7120 B-1997	Non-potable Water	127
Ni-63 Wipes	MDH	Wipe	46
Radium 226/228	EPA 903.0/904.0	Drinking Water	215
Strontium	EPA 905.0	Drinking Water	230
	.1		
Strontium, Milk	EPA 520/5-84-006	Biological Material	300
		<u></u>	
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
		Drinking Water	
Tritium	EPA 600/4-75-008	Non-potable Water	85
		postavio 11410,	



Anglesia Nama	Madha d Dafanana	No. Autor	FY18 Price
Analysis Name	Method Reference	Matrix	(\$)
4.4.5:	***	Drinking Water	
1,4-Dioxane	MDH	Non-potable Water	125
BNAs in Water	EPA 508.1 / EPA 525.2	Drinking Water	320
Carbamates in Water	EPA 531.1	Drinking Water	143
DRO in Water	WI DNR	Drinking Water Non-potable Water	110
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	143
Flash Point	ASTI/ASTM D93-79	Non-potable Water Solid and Chem. Mat.	100
Glyphosate in Water	EPA 547	Drinking Water	125
GRO in Water	WI DNR	Drinking Water Non-potable Water	80
HAA in Water	EPA 552.2	Drinking Water	225
Herbicides in Water	EPA 515.4	Drinking Water	235
PAHs in Water Full Scan Expanded List	EPA 8270D	Non-potable Water	484
PAHs in Water Full Scan Short List	EPA 8270D	Non-potable Water	484
PAHs in Water SIM Expanded List	EPA 8270D	Non-potable Water	484
PAHs in Water SIM Short List	EPA 8270D	Non-potable Water	484
PCB Aroclors Water	EPA 8082	Non-potable Water	190
PFC Expanded List in Water	MDH 555	Drinking Water Non-potable Water	319



Analysis Nama	Method Reference	Matrix	FY18 Price
Analysis Name	Wethou Reference	Matrix	(\$)
SVOCs in Water by GC/MS	EPA 8270D	Non-potable Water	365
THMs in Water	EPA 524.2	Drinking Water	85
Toxaphene in Water	EPA 8081	Non-potable Water	209
Vinyl Chloride in Water, Low			
Level	EPA 524.2	Drinking Water	45
		Drinking Water	
VOCs in Water 524, Low Level	EPA 524.2	Non-potable Water	95
VOCs in Water 524, Low Level		Drinking Water	
MDL	EPA 524.2	Non-potable Water	95
		Drinking Water	
VOCs in Water 8260	EPA 8260B	Non-potable Water	95
		Drinking Water	
VOCs in Water 8260, MDL	EPA 8260B	Non-potable Water	95



## Minnesota Department of Health Public Health Lab Division FY 2018 Prices for Additional analyses

## \*\*Prior approval required to requesting the analyses below\*\*

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
		Drinking Water	
Acrylamide in Water	MDH 1082	Non-potable Water	TBD <sup>3</sup>
Anatoxin-a Low Level	Abraxis Method 520060	Non-potable Water	175
Blood Metals	MDH	Biological Materials	TBD <sup>3</sup>
BTZs and BTHs in Water	MDH 2000	Non-potable Water	TBD <sup>3</sup>
			3
BPA and BPS in Solids	MDH 1080	Solid and Chem. Mat.	TBD <sup>3</sup>
Coliform – MPN – QT High Volume	EPA 1103.1		
(Not Regulatory Compliant)	(Not Regulatory Compliant)	Drinking Water	TBD <sup>3</sup>
Cyanide in Whole Blood	MDH	Biological Materials	TBD <sup>3</sup>
Drugs in Water	MDH 1096	Non-potable Water	TBD <sup>3</sup>
			•
Environmental Phenols in Urine	MDH	Biological Materials	TBD <sup>3</sup>
Fatty Acids in Plasma	MDH	Biological Materials	TBD <sup>3</sup>
Fe extractable	EPA 6010B	Solid and Chem. Mat.	45
			3
Formaldehyde	MDH 1100	Non-potable Water	TBD <sup>3</sup>
			2
Formaldehyde	MDH	Solid and Chem. Mat.	TBD <sup>3</sup>
		- 11 1 - 1 - 1	2
HBCD	MDH	Solid and Chem. Mat.	TBD <sup>3</sup>



# Minnesota Department of Health Public Health Lab Division FY 2018 Prices for Additional analyses

# \*\*Prior approval required to requesting the analyses below\*\*

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
		Drinking Water	
Heterotrophic Plate Count	SimPlate	Non-potable Water	TBD <sup>3</sup>
Mercury in Bloodspots	MDH	Biological Materials	TBD <sup>3</sup>
Metals in Urine	MDH	Biological Materials	TBD <sup>3</sup>
Microcystin	Abraxis Method 520011	Non-potable Water	45
Microcystin Potable	EPA 546	Drinking Water	55
DALLe in Air		Δ:	TDD 3
PAHs in Air	EPA TO-13A Modified	Air	TBD <sup>3</sup>
PFCs in Serum	MDH	Biological Materials	TBD <sup>3</sup>
Sulfide	SM 4500-S2E-2000	Non-potable Water	45
Sulfide, Acid-Volatile	SM 4500-S2J-2000	Solid and Chem. Mat.	65
Urine Mercury	MDH	Biological Materials	TBD <sup>3</sup>
,			
VOCs in Blood/Serum	MDH	Biological Materials	TBD <sup>3</sup>



# Minnesota Department of Health Public Health Lab Division FY 2018 Prices for Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Analysis Nume	reletence	Air	1 1100 (ψ)
		Drinking Water	
		Non-potable Water	
Administrative Consult 4	MDH	Solid and Chem. Mat. Wipe	100 4
		Air	
		Drinking Water	
		Non-potable Water	
Administrative Fee 5	MDH	Solid and Chem. Mat. Wipe	Varies ⁵
		Air	
		Drinking Water	
Autoclave, Sample disposal	MDH	Non-potable Water	5
		Air	
		Drinking Water	
		Non-potable Water	
Civil Chain of Custody	MDH	Solid and Chem. Mat.	25
		Air	
		Drinking Water	
		Non-potable Water	
Criminal Chain of Custody	MDH	Solid and Chem. Mat.	35
		Air	
		Drinking Water	
		Non-potable Water	
Developmental Rate 4	MDH	Solid and Chem. Mat. Wipe	100 4
		Air	
		Drinking Water	
		Non-potable Water	
Sample containers <sup>6</sup>	MDH	Solid and Chem. Mat.	5 <sup>6</sup>



# Minnesota Department of Health Public Health Lab Division FY 2018 Prices for Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
		Air	
		Drinking Water	
		Non-potable Water	
Special Handling/Disposal Fee	MDH	Wipe	20
		Drinking Water	**
		Non-potable Water	
Subcontract <sup>7</sup>	MDH	Solid and Chem. Mat.	Varies <sup>7</sup>

<sup>&</sup>lt;sup>1</sup> Calculation. Requires Total Alkalinity & pH for analysis.

<sup>&</sup>lt;sup>2</sup> Includes price of Total Suspended Solids or Total Solids analysis.

<sup>&</sup>lt;sup>3</sup> Contact lab for current price.

<sup>&</sup>lt;sup>4</sup> This analysis is billed on a per hour basis.

<sup>&</sup>lt;sup>5</sup> This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

<sup>&</sup>lt;sup>6</sup> Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

<sup>&</sup>lt;sup>7</sup> This analysis is billed based on the subcontract lab fee for the analysis requested and the current MDH indirect rate.

#### Attachment 2

#### **Maximum Analytical Times and Priority Options**

	Standard		Standard Priority *	Emergency**
	Water	Soil/Sed.	Water/Soil	
Wet Chemistry and Microbiology	21 days	25 days	7 days	3 days
Metals	21 days	25 days	7 days	3 days
Organics				
Volatiles	21days	25days	7 days	1 day
Non-Volatiles	21 days	25 days	7 days	3 days
Radiation				
Gamma	25 days	25 days	7 days	3 days
Alpha/Beta	70 days	N/A	35 days	5 days
All other Radchem analysis	70 days	N/A	35 days	N/A <sup>±</sup>

N/A= Not applicable

**Days**= Monday-Friday (excluding State Holidays) **Normal Business Hours**= 8:00 a.m. to 4:30 p.m.

Analytical Time: Length of time elapsed between the time the laboratory receives the sample and sample request form and the time the analytical data is available to MPCA.

- \* Priority samples are assessed 1.5 times standard rate
- \*\* Emergency samples are assessed 2.0 times standard rate when accepted and analyzed during regular laboratory business hours and are assessed 2.5 times standard rate at all other times.

MPCA may request that priority and emergency sample analytical data be phoned or emailed as soon as analysis has been reviewed and finalized.

MDH agrees to provide MPCA with a PDF within three (3) business days following completion of the review process for all analyses requested on the work order

MDH and MPCA agree to negotiate special project data report times.

MPCA acknowledges that unusual or difficult sample matrices may require additional time for preparation, extraction, digestion, or analysis. MDH agrees to inform MPCA when this occurs and give MPCA an estimated time of completion and any additional charges.

## Attachment 3

# **Priority Analyses**

		Method performed	
Analysis Name	Reference Method	by MDH	Matrix
Total Suspended Solids	Approved Method for CWA	SM 2540 D-1997	Water
Total Volatile Suspended Solids	Approved Method for CWA	SM 2540 E-1997	Water
Total Phosphorus	Approved Method for CWA	EPA 365.1	Water
Nitrate+Nitrite-N	Approved Method for CWA	EPA 353.2, Rev 2.0	Water
PFC	Performance-based Method	MDH SOP	Water
VOCs	EPA Method 8260	EPA 8260B, Rev 2	Water
Chlorophyll-A	Std. Methods 10200 H	SM 10200 H-2001	Water
TKN, Kjeldahl Nitrogen, Total	Approved Method for CWA	EPA 351.2, Rev 2.0	Water
Turbidity	Approved Method for CWA	SM 2130 B-2001	Water
Orthophosphate	Approved Method for CWA	SM 4500P G-1999	Water
Ammonia	Approved Method for CWA	EPA 350.1, Rev 2.0	Water
E Coli	Approved Method for CWA	SM 9223 B-1997	Water
DRO	WI DNR	WI DNR 1995	Water
PAHs	EPA Method 8270	EPA 8270D, Rev 4	Water
		Hach 10360	Water
		Revision 1.2,	
BOD	Approved Method for CWA	September 2011	
рН	Approved Method for CWA	SM 4500-H+B-2000	Water
Chloride by IC	Approved Method for CWA	EPA 300.1, Rev 1.0	Water
Sulfate by IC	Approved Method for CWA	EPA 300.1, Rev 1.0	Water
Magnesium, Total	Approved Method for CWA	EPA 200.7, Rev 4.4	Water
Calcium, Total	Approved Method for CWA	EPA 200.7, Rev 4.4	Water
Alkalinity, Total	Approved Method for CWA	SM 2320B-1997	Water
Hardness as CaCO3- (Ca + Mg)	Approved Method for CWA	SM 2340B-1997	Water

#### Attachment 4

#### **Business Rules**

- 1. MDH agrees to notify MPCA of any sample(s) submitted after the sample(s) holding time(s) have been exceeded. MDH and MPCA will follow the business rule agreed to for disposition of such samples. MDH will continue to process sample(s) received after the holding time(s) have been exceeded and appropriately qualify all analytical results, except for MPCA Remediation and Enforcement Programs (program codes PA, PB, PD, PE, PF, PL, PZ, QF, QW, QX, RE, RG, RT, RP, SB, SO, TB, and TM). The analyses for these samples must be approved by the Project Manager or selected delegate before analysis can proceed.
- 2. MDH will identify the sample temperature upon receipt on the final report but will not notify MPCA upon sample arrival when the sample receipt temperature exceeds 6°C, except for MPCA Remediation and Enforcement Programs (program codes PA, PB, PD, PE, PF, PL, PZ, QF, QW, QX, RE, RG, RT, RP, SB, SO, TB, and TM). For the MPCA Remediation Program, if any deviations for method requirements are noted the laboratory must document the problem and notify the client to verify whether the sample will still meet project data quality objectives. Client authorization to proceed with the analysis must be documented.
- 3. MPCA agrees to submit environmental samples with at least fifty percent (50%) of the holding time remaining for analysis. If samples are received with less than 50% remaining MDH cannot guarantee the analysis will be completed within the holding time. In these situations, the MPCA will identify the samples that the MPCA will require to be analyzed within holding time and the MDH is allowed to charge priority fees. MPCA and MDH agree to assess the impact of this business rule on a quarterly basis. This rule does not apply to analyses with an EPA regulated holding time of 48 hours or less.
- 4. Analyses with regulated hold times of 48 hours or less must be received with a minimum of 4 hours remaining with prior notification of sample arrival to ensure proper sample processing. If less than 4 hours remains PHL will make all attempts to process the sample within the holding time; however it cannot guarantee the sample(s) will be analyzed within the holding time. MPCA and MDH will meet to establish a procedure to insure that, if a sample discrepancy is found during processing, it does not result in a delay for proceeding with analysis.

# Attachment 5 Emergency Contact List

	WORK	HOME	PAGER/CELL
General Environmental	651-201-5300		
M-F 8:00am to 4:30pm			
CT/Rad Cell (24 Hours)			612-282-3750
Chemical terrorism and radiation emergency			
response			
Paul Moyer	651-201-5669		651-470-4229
Environmental Lab Manager			
Jeff Brenner	651-201-5353		651-263-3486
Inorganic Chemistry Unit Supervisor			
Ron Brown	651-201-5058		
Sample Receiving Unit Supervisor			
Cori Dahle			
Operations Unit Supervisor	651-201-5214		612-868-4157
Shane Olund	651-201-5357		
Quality Assurance Officer			
Katie Rinker			
Organic Chemistry Unit Supervisor	651-201-5152		
Stefan Saravia			
Biomonitoring and Emerging Contaminants	651-201-5579		651-783-6793
Unit Supervisor			
Myra Kunas	651-201-5583		
Public Health Laboratory Asst. Director			
Joanne Bartkus	651-201-5256		
Public Health Laboratory Director			

	WORK	HOME	PAGER/CELL
Jane Braun	651-757-2890		
Voluntary Investigative Cleanup & Emergency Response Section, Manager			
<b>Dorene Fier-Tucker</b> Emergency Response Section, Supervisor	651-757-2161		612-840-4684
Jennifer Thoreson Environmental Analysis & Outcomes, WQ QAC Wastewater Lab Certification Program Manager	651-757-2805		
Bill Scruton Environmental Analysis & Outcomes, QAC	651-757-2710		612-750-4629
Gerald Blaha Environmental Analysis & Outcomes	651-757-2234	651-292-1403	
Sandy McDonald Environmental Analysis & Outcomes, QAC	651-757-2560		
Luke Charpentier Environmental Analysis & Outcomes, Quality Unit Supervisor	651-757-2268		651-387-9804



# STATE OF MINNESOTA INTERAGENCY AGREEMENT

SWIFT Contract No.: 000000000000000000139008

Purchase Order No.: 3000020845

Agency Interest ID: 187607

Project Activity ID: PRO20180007

# STATE OF MINNESOTA ... INTERAGENCY AGREEMENT

This agreement is between the **Minnesota Pollution Control Agency** ("MPCA"), 520 Lafayette Road N. St. Paul, MN 55155 and the **Minnesota Department of Health** ("MDH"), 601 Robert St. N. St. Paul, MN 55155.

#### Agreement

#### 1 Term of Agreement

- 1.1 *Effective date*: March 16, 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, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Scope of Work

This project seeks to reimburse MDH for the purchase of the Total Organic Carbon (TOC) analyzing equipment, and any associated accessories that may be needed to operate the equipment including any computer hardware and software.

The equipment, once purchased, will be housed at MDH, they will hold the warranty for the equipment and all maintenance and servicing of the TOC equipment for its useful life will be MDH's responsibility.

#### 3 Considerations and Payment

Consideration and Payment. The total obligation of MPCA to the Minnesota Department of Health, under this agreement will not exceed \$47,615.00 (Forty-Seven Thousand, Six Hundred and Fifteen Dollars and Zero Cents).

#### 4 Conditions of Payment

MPCA will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MPCA will make undisputed payments no later than 30 days after receiving the Minnesota Department of Health invoices for services performed.

The procurement of the TOC analyzer by MDH under this agreement shall be made to MPCA's satisfaction, as determined at the sole discretion of MPCA's authorized representative. No payment will be made for the procurement of a unit that will not allow for the needed TOC analyses or has not been performed in accordance with all applicable Federal and State laws, rules, regulations, and the terms of the agreement.

Minnesota Department of Health, will submit **one invoice** to Accounts Payable in advance of services being performed. Invoice must include the following information:

The invoice shall include:

- Name of MDH contact
- MDH Project Manager
- Reimbursement Request Amount
- Invoice Number
- Invoice Date
- MPCA Project Manager
- State Contract Number
- State Purchase Order Number
- Invoicing Period (actual working period)

#### Submit invoices via email to Accounts Payable:

Minnesota Pollution Control Agency Accounts Payable Department mpca.ap@state.mn.us

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

#### 5 Authorized Representative

MPCA authorized representative for the purpose of administration of this agreement is Dana Vanderbosch, Surface Water Monitoring Section Manager, 520 Lafayette Road North, St. Paul, MN 55155, dana.vanderbosch@state.mn.us, 651-757-2601, or his/her successor.

MDH authorized representative for the purposes of administration of this agreement is Paul Moyer, Environmental Laboratory Manager, Public Health Laboratory Division (PHLD), 601 Robert Street North, St. Paul, MN 55164, paul.moyer@state.mn.us, 651-201-5669, or his/her successor.

#### Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed 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	<b>Termination</b> Either party may terminate this agreement at a notice to the other party.	ny time, with or without cause, upon 30 days' written
Indi requ Sign	STATE ENCUMBRANCE VERIFICATION ividual certifies that funds have been encumbered as uired by Minn. Stat. §§ 16A.15 and 16C.05, med:  3 - 27_18	3. MINNESOTA POLLUTION CONTROL AGENCY By: Overithme Success  (with delegated authority) Title: Assistant American Average Date: 3-30-19
2. N	MINNESOTA DEPARTMENT OF HEALTH	
Ву:	(With delegated authority)	
Title	e: Army Yolanda Castillo, Grants & Contrs. Coord	la.
Date	е:	
Rev.	. 12/00 Interagency Agreem	ent

w. /	Wishing lucion.
y. 12-	(with delegated authority) Assistant Division Avertor
ate:	1-30-19

AI No.: 214727 Activity No.: PRO20170755 SWIFT No.: 135196



# MAD Project Number: 2018-074 INTERAGENCY AGREEMENT

# for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$43,254.00	Amount of Cor	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:
Accounting Distribution 1:	Accounting Distribution	2: Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:
ocessing Information: (Some entries ontract:  Number/Date/Entry In		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 Environmental Quality Board (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

Minnesota Management & Budget, 203 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155 Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • http://mn.gov/mmb/mad

#### 1. Services to be Performed:

The Division agrees that through its Master Contract with Lanterna Consulting Inc. it will sub-contract with Lanterna Consulting Inc. to provide consulting services to the Requesting Agency as identified below:

Judy Plante, Lanterna Consulting Inc, will assist the Environmental Quality Board (EQB) in designing and implementing a strategic planning process as identified below:

#### TIME AND COST ESTIMATE

Design and conduct a one day facilitated EQB board and staff retreat, anticipated to be held January 31, 2018.							
Work with EQB staff on an approach to stakeholder outreach (to be implemented by client staff)	8 hours						
Design and conduct a one day retreat for EQB board and staff to craft vision and strategy. Work with staff to incorporate themes from stakeholder comments as a part of this meeting.	16 hours						
Assist a subgroup of EQB and staff to develop meaningful performance measures using the RBA framework.	40 hours						
Route draft measures to key stakeholders for comment; compile results.	8 hours						
Design and facilitate the third one day retreat (half or full day as needed) to discuss and finalize the plan. Provide documentation of the event, as well as final report narrative.	50 hours						
Ongoing Project Management and Communications	40 hours						
TOTAL for this proposal:	178 hours						

#### 2. Contacts:

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

Management Analysis & Development: Renda Rappa Requesting Agency: Will Seuffert

#### 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 178 hours at a rate of \$225.00 per hour for services provided by Lanterna Consulting Inc. and up to \$3,204.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$43,254.00.

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 December 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 is Will Seuffert, Director. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

# 7. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 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: Mate of	By: Renda E Roippa
Title: Asst - Division Director	Title: Business Manager
Date: 11/31/17	Date: NOV 16, 2017



Agency Interest No.: 214727 Activity ID: PRO20180130

# MAD Project Number: 2018-093 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: - \$11,480.00	Amount	of Contract First FY:
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:
Accounting Distribution 1:	Accounting Distrib	ution 2: Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:
ocessing Information: (Some entries ntract: 137054 Number/Date/Entry In		Date:End Date:  Drder:  Number/Date/Signatures  [Individual signing certifies that funds have been encumbered as required by

This is an agreement between the Minnesota Pollution Control Agency (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

# 1. Services to be Performed:

The Division agrees that Management Analysis and Development (MAD) will provide assistance to up to four Interagency Climate Adaptation Team (ICAT) workgroups that are seeking to advance the six recommendations from the 2017 ICAT report "Adapting to Climate Adaptation in Minnesota." Work under this interagency agreement will be concluded by June 30, 2018.

MAD will specifically assist up to four ICAT workgroups on one or more of the following tasks, responding to specific requests to be identified by the ICAT workgroups:

- 1) Helping ICAT workgroup leads and/or full workgroups to define the scope of work of their team, including timelines, deliverables, etc.
- 2) Facilitation of focus groups, meetings, workshops, and discussions involving stakeholders on behalf of the ICAT workgroups
- 3) Logistical support for setting up focus groups, meetings, workshops, and discussions involving stakeholders on behalf of the ICAT workgroups
- 4) Reporting on (through taking notes, transcribing flip charts, etc.) stakeholder conversations on behalf of the ICAT workgroups
- 5) Assisting with background research needed by the ICAT workgroups

# 2. Authorized Representatives:

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

Management Analysis and Development: Kris Van Amber Requesting Agency: Paul Moss

# 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 82 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$11,480.00.

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

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

If the Management Analysis and Development hourly rate increases effective July 1, 2018, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2018 forward.

#### 4. **Condition of Payment:**

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

#### 5. Effective Dates:

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

#### 6. Termination:

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

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

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

#### 8. Interagency Agreement Authorization:

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

#### 9. Amendments:

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

Interagency Agreement for Management Analysis and Development (Division) Services MAD Project Number: 2018-093

Page 3

# 10. State Audit:

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

# 11. Liability:

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

# Approved:

1. Requesting Agency	2. Management Analysis and Development
By: Shelin Shoelf	By: Renda E Rappa
By: Shelin Shrelf Title: Asst. Division Director	Title: Business Manager
Date: 1/29/18	Date: Jan 25, 2018



# MAD Project Number: 2018-097 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES

Agency:	Fiscal Year:		Vendor Number: ID G100000000, Location 001				
Total Amount of Contract: \$58,290.00	A	mount of Contract F					
Category Code: 80101500	Category Code:		Category Code:				
Account Code:	Account Code:		Account Code:				
Amount:	Amount:		Amount:				
Accounting Distribution 1:	Accounting D	istribution 2:	Accounting Distribution 3:				
Fund:	Fund:		Fund:				
Appr:	Appr:		Appr:				
Dept ID:	Dept ID:		Dept ID:				
Account Code:	Account Code:		Account Code:				
Amount:	Amount:		Amount:				
ocessing Information: (Some entries		Begin Date:					
ontract:	Or	der: <i>R3201-3000</i>	1920 795/03/01/18/ Secondo				
Number/Date/Entry In	iitials	Numb	er/Date/Signatures [Individual signing certifies that funds				
			have been encumbered as required by				

This is an agreement between the Minnesota Pollution Control Agency (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

Minnesota Management & Budget, 203 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155 Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • http://www.mad.state.mn.us

#### 1. Services to be Performed:

The Division agrees that through its Master Contract with Amherst H. Wilder Foundation the Division will sub-contract with Amherst H. Wilder Foundation to provide services to the Requesting Agency as identified in Attachment A, Residential Wood Burning Survey Project Workplan, 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: Azra Kovacevic

# 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:

The Requesting Agency will be invoiced up to \$36,361 for consulting services and up to \$19,020 in materials and expenses based on the deliverables identified in Attachment A. The Division will also invoice up to \$2,909 for project management. The total amount the Division will invoice under this agreement shall not exceed \$58,290.

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 and deliverables performed, with cumulative payments not to exceed the total agreed amount listed above.

#### 4. Effective Dates:

This agreement is effective February 23, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 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 is Kari Palmer. 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.

# Approved:

1. Requesting Agency	2. Management Analysis & Development
By: Christine Cured	By: Renda & Pappa
Title: and Division Director	Title: Business Manager
Date: 3-12~18	Date: Feb 22, 2018



St. Paul, MN 55155-4194

Project Workplan

Doc Type: Contract

	MPCA Use Only
Swift #:	
CR #:	

Project Title: Minnesota Residential Wood Burning Survey

1. Project Summary:

Organization:

Wilder Research

Contractor contact

name: Kelsey Imbertson

Title: Research Associate

Address: 451 Lexington Parkway North

St. Paul, MN 55104

Phone: 651-280-2659

Fax:

E-mail: Kelsey.imbertson@wilder.org

MPCA contact(s):

MPCA project manager: Azra Kovacevic

Title: Environmental Research Scientist

Address: 520 Lafayette Rd

St. Paul, MN 55155

Phone: 651-757-2505

Fax:

E-mail: Azra.kovacevic@state.mn.us

**Project information** 

Latitude/Longitude:

\*County:

Start date: ASAP

(mm/dd/yyyy)

End date:

12/31/2018

(mm/dd/yyyy)

Total cost:

\*Full time equivalents:

# 2. Statement of Problems, Opportunities, and Existing Conditions

Updated survey results are needed to calculate emissions from residential wood burning on a county basis for the 2017 Minnesota Pollution Control Agency (MPCA) emissions inventory. The '14/'15- survey results indicated residential wood burning makes up a significant portion of direct fine particulate emissions from combustion processes statewide and wood burning continues to increase. The agency and Clean Air Minnesota have identified residential wood combustion as a priority category to focus on emissions reduction efforts with external partners. Efforts to encourage sustainable and non-fossil fuel-based energy sources and to reduce heating costs may result in greater reliance on residential wood heating. Environmental Protection Agency (EPA) has used the results from Minnesota's survey to estimate residential wood burning emissions in nearby states and these emissions affect EPA and Lake Michigan Air Directors Consortium (LADCO)'s ability to calibrate the

photochemical models used in federal regulations and State Implementation Plants (SIPs). A 2017 - 2018 survey will help validate the previous results and trends, identify opportunities for reduction efforts and understand residential wood burning's contribution to ambient levels, especially in the metro area.

# 3. Goals, Objectives, Tasks, and Subtasks

\*Goal: By December 31, 2018 to estimate the quantity of residential wood burned from May 1, 2017 through April 30, 2018, in Minnesota five eco-regions, as defined and agreed upon by MPCA and the Wilder Research. The following information should be obtained from the survey:

- 1. Estimate the total volume and species of residential wood burned during the 12-month survey period by the Source Classification Code (category) of equipment used and geographic location where it was burned (5 eco-regions).
- Characterize the purposes for the wood burning, the cords of wood burned, whether for pleasure or heat (primary or supplemental), and for residential fire pits, whether for yard wood disposal or pleasure.
- 3. Characterize trends of wood burned statewide. Where feasible, characterize more specific wood burning activities in Minnesota by purpose, categories of equipment, eco-region where the wood is burned, and volumes of wood burned.
- 4. Estimate the amount of wood burned per month by category of equipment and the 5 eco-regions.
- 5. Estimate the total volume, species and land ownership of wood harvested by eco-regions.

#### Objective 1: Conduct Residential Wood Combustion Survey and Report Findings

#### Task A: Planning

Subtask 1: Data collection methods and consultation

Subtask 2: Survey design and consultation

Subtask 3: Pilot testing

Responsible Party: MPCA will provide a draft of the survey questionnaire with suggested modifications; Wilder Research will provide consultation on suggested modification of the survey. As discussed via telephone conversation with Wilder Research, survey question 29 will be further simplified. The MPCA will provide the suggested simplification and look to Wilder Research to provide any comments on improvements of the question. Any changes to the survey design and methods based on consultation will be mutually agreed upon by the Wilder Research and MPCA. Wilder Research will set up the paper survey and do minimal pilot testing that represent rural, and urban households, and provide recommendations regarding survey design conduct. Wilder Research and MPCA will complete a detailed work plan with specified timelines. MPCA will review and approve the final survey prior to Wilder administration of the survey.

Task A timeline: March 2018

Task A cost: \$4,000 Task A deliverables:

- Consultation leading to a more specific project plan.
- · Pilot test result and related recommendations.
- Detailed workplan between MPCA and Wilder Research.
- MPCA approved final survey and mailing materials.

#### Task B: Data Collection

Subtask 1: Coordinate and purchase sample of 7,000 addresses from 5 eco-regions.

**Subtask 2:** Manage mailings – Prepare and mail 7,000 surveys then a set of reminder postcards followed up by the full survey packets to up to 7,000 Minnesota households. Postage costs will be paid using the state of Minnesota's mailing permit number. Wilder Research will submit to the U.S. post office signed mailing statements so the state's Central Mailing service can manage billing. Responses will be tracked so reminder postcards and surveys are not sent to those who have already responded.

Responsible Party:

Wilder Research – will provide support throughout the data collection process via mailed questionnaires.

MPCA – The postage will be paid with the state of Minnesota's mailing permit number. MPCA will provide the permit number to Wilder Research and work with them to provide and review a statement for the post office.

DNR – Department of Natural Resources will provide \$1200.00 to MPCA via an interagency agreement to go towards the mailing costs. The MPCA will be completing the interagency agreement. The DNR money will go to MPCA's mail PO.

Task B timeline: March 2018 through April 2018 – Printing and preparing the mailings.

May 2018 through August 2018 - The first survey should be sent on a date mutually agreed by both parties, the reminder post card should be sent approximately two weeks later and the second survey packets mailed approximately two weeks after the reminder postcard.

Task B cost: \$20,781
Task B deliverables:

- A set of 7,000 surveys followed by up to 7,000 reminder postcards and then followed by up to another 7,000 survey packets mailed to sample households.
- Post office signed statement with mailing postage information for state billing purposes.
- Confidential handling of household name and address information including which households respond in a manner so survey responses could be linked back to the household address.

# Task C: Compilation of Survey Dataset

**Subtask 1:** Prepare dataset – prepare survey proofing, keying and data cleaning, dataset preparation and restructuring of the dataset for transfer to MPCA.

Responsible Party(ies): Wilder Research will replicate the data cleaning, imputations and weighing decision made during the previous survey. After the current survey results have been reviewed, if there is a compelling reason to adjust the imputation plan, the contractor will adjust the analysis. Wilder Research will also update technical documentation as needed from the previous survey, and complete one round of standard cleaning of paper survey data. MPCA will have access to copies of completed paper surveys for access to unclean data. MPCA will have an opportunity to review the database and Wilder Research will correct any errors identified. Task C timeline: May 2018 through December 2018

Task C cost: \$20,100

#### Task C deliverables:

- Cleaned dataset revised for data analysis.
- Detailed documentation of data preparation methods including: data cleaning, QA and handling
  missing data. Include documentation of the specific calculation or method used for all imputed
  data points and for identifying outliers.
- Develop same weighting variables as for previous survey and detailed documentation of how weighting variables were derived.

#### Task D: Survey Dataset

Subtask 1: MPCA's residential wood Access database populated with 2017/2018 survey dataset.

Responsible Party(ies): MPCA will provide the residential wood Access database to be populated. Wilder Research will prepare the dataset and populate the Access database and provide documentation. MPCA will be given an opportunity to review the database and any errors that are identified will be corrected by Wilder Research.

Task D timeline: October 2018 through December 2018

Task D cost: \$10,500

#### Task D deliverables:

- Populated MPCA's residential wood Access database.
- Final survey dataset one row per survey sent in Excel and SPSS.
- Documentation of how each question was mapped to the Access database in plain language.

# 4. Measurable Outcomes

- 1. Assumptions and methods are clearly documented and work products are provided to MPCA.
- 2. The survey questionnaire, guidance on sampling survey design and analysis methods, and prepared survey response dataset are useful for accurately describing residential wood burning in the Twin Cities Metro region and greater Minnesota with a reasonable level of confidence.

# 5. Gantt charts

	Administrative Manager	Data Collection Manager	Research Assistant	IT Manager	IT Analyst 2	Data Analyst Manager	Keypunch Personal	Research Scientist	Total Labor hours		
Task A Total Hours	3 -	12	5	5	0	5	0	14	44		
Task B Total Hours	2	0	27.5	2	0	0	0	2	33.5		
Task C Total Hours	0	10	100	10	0	100	80	11	311		
Task D Total Hours	0	0	0	0	100	2.5	0	10	112.5		
Billing Rates (\$/hr)	\$84	\$79	\$41	\$123	\$92	\$91	\$46	\$110	Sum Labor	Purchases and Materials	Total Costs
Task A Total Costs	\$252	\$948	\$205	\$615	:=:	\$455		\$1,525	\$4,000	:5:	\$4,000
Task B Total Costs	\$168		\$1,127	\$246			112	\$220	\$1,761	\$19,020	\$20,781
Task C Total Costs		\$790	\$4,100	\$1,230	-	\$9,100	\$3,680	\$1,200	\$20,100	-	\$20,100
Task D Total Costs	-	-	-	-	\$9,200	\$200	N#	\$1,100	\$10,500	·#	\$10,500
Sum Costs	\$423	\$1,738	\$5,432	\$2,091	\$9,200	\$9,755	\$3,680	\$4,045	\$36,361	\$19,020	\$55,381

# 6. Project Budget

2018 Residential Wood Survey Schedule in Work plan

	January	February	March	April	May	June	July	August	September	October	November	December
Task A Planning												1
Task B Data Collection												
Task C Compilation of Survey Dataset				Ÿ								
Task D Survey Dataset												

# STATE OF MINNESOTA INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 16A.055 and 471.59, this is an agreement between Minnesota Management & Budget and the Minnesota Pollution Control Agency (MPCA).

#### 1. Services to be Performed:

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

# **Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For the MPCA: Michelle Beeman, Deputy Commissioner, or her successor, 520 Lafayette Road, St. Paul, MN 55155.

# 2. Consideration and Terms of Payment:

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

TOTAL COST = \$12,473.00

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

# 3. Term of Agreement:

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

#### 4. Amendments:

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

#### Approved:

1. Agency Signature	2. Minnesota Management & Budget
By: Mitelle Seemon	By: D
Title: Deputy Commissioner	Title: OF
Date: 8 III	Date: 8-2-11



# AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-080

WHEREAS, the State of Minnesota, Environmental Quality Board, has an interagency agreement identified as 2017-080 (SWIFT Contract: 120688, CR #8980, Order: 3000018073) 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 original contract shall be amended to read:

#### 4. Effective Dates:

This agreement is effective January 20, 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 March 1, 2018 April 30, 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: Sheln Smith  Title: Assf. Division Director  Date: 3/20/18	By: Render & Rappag Title: Business Manager Date: Feb 9, 2018



# AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-080

WHEREAS, the State of Minnesota, Environmental Quality Board, has an interagency agreement identified as 2017-080 (SWIFT Contract: 120688, CR #8980, Order: 3000018073) 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 original contract shall be amended to read:

#### 4. Effective Dates:

This agreement is effective January 20, 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 March 1, 2018 April 30, 2018 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: Christine Burn Title: and Amsion Arrestor Date: 5-15-18	By: Renda & Rauppa Title: Business Manager Date: April 30, 2018



SWIFT Contract No.: 111540 Purchase Order No.: 3000016582

# STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Pollution Control Agency ("MPCA"), 520 Lafayette Road N. St. Paul, MN 55155 and the Minnesota Department of Health ("MDH"), 601 Robert St. N. St. Paul, MN 55155.

#### Agreement

#### 1 Term of Agreement

- 1.1 *Effective date*: July 1, 2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration date: June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Scope of Work

The Minnesota Pollution Control Agency is in need of measurements of PAHs in the air in and around the Twin Cities that are of high enough quality to gain understanding fenceline concentrations at large stationary air emissions sources.

MDH and MPCA agree to perform their respective duties listed in **Attachment A – Project Workplan**, which is attached and incorporated into this agreement; and to adhere to **Attachment B - State Terms and Conditions**, which is attached and incorporated into this agreement.

#### 3 Considerations and Payment

A. The total obligation of MPCA for all compensation and reimbursements to MDH under this agreement over the three years will not exceed \$211,000.00 (Two Hundred Eleven Thousand Dollars). The MPCA will reimburse MDH for actual services performed according to the rate listed in Attachment C – Method Pricing, which is attached and incorporated into this agreement; and according to the budget portion of Attachment A – Project Workplan.

B. MDH agrees that none of the services to be provided by MDH pursuant to this agreement shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity.

C. Invoices. MDH agrees to invoice MPCA on a monthly basis for environmental laboratory services provided according to the MDH analysis rate in **Attachment C – Method Pricing**, and the budget portion of **Attachment A – Project Workplan**, which is attached and incorporated into this agreement.

#### Invoices shall include:

- Name of Contractor
- Contractor Project Manager
- Contract Amount
- Invoice Number
- Invoice Date
- MPCA Project Manager
- State Contract Number:
- State Purchase Order Number
- Invoicing Period (actual working period)

Invoices shall be submitted to:

mpca.ap@state.mn.us (subject line: Contractor Name and invoice number)

CR 8821 1

SWIFT Contract No.: 111540 Purchase Order No.: 3000016582

#### 4 Conditions of Payment

All services provided by MDH under this agreement shall be performed to MPCA's satisfaction, as determined at the sole discretion of MPCA's authorized representative. No payment will be made for work that does not comply with sampling and analytical protocols or has not been performed in accordance with all applicable Federal and State laws, rules, regulations, and the terms of the agreement. If analyses are found to be unsatisfactory due to MDH error or omission, the MPCA, at its sole discretion, may require MDH to reimburse the MPCA for re-sampling and re-analysis.

#### 5 Authorized Representative

MPCA authorized representatives for the purpose of administration of this agreement are:

- Cathy Moeger, Operations Division Director, 520 Lafayette Road North, St. Paul, MN 55155, cathy.moeger@state.mn.us, 651-757-2575;
- Todd Biewen, Environmental Analysis & Outcomes Assistant Division Director, 520 Lafayette Road North, St. Paul, MN 55155, todd.biewen@state.mn.us, 651-757-2228;
- Principal Liaison and Project Manager: Kristie Ellickson, 520 Lafayette Road North, St. Paul, MN 55155, kristie.ellickson@state.mn.us, 651-757-2336; and
- Quality Assurance Coordinator: Bill Scruton, 520 Lafayette Road North, St. Paul, MN 55155, bill.scruton@state.mn.us, 651-757-2710.

MDH authorized representatives for the purposes of administration of this agreement are:

- Principal Liaison: Paul Moyer, Environmental Laboratory Section, Public Health Laboratory Division (PHLD),
   601 Robert Street North, St. Paul, MN 55164, paul.moyer@state.mn.us, 651-201-5669;
- Program Liaison: Katie Rinker, Environmental Laboratory Section, PHLD, 601 Robert Street North, St. Paul, MN 55164, katie.rinker@state.mn.us, 651-201-5152; and
- · Operations Supervisor: Cori Huffman,
- Environmental Laboratory Section, PHLD, 601 Robert Street North, St. Paul, MN 55164, cori.huffman@state.mn.us, 651-201-5214.

#### 6 Amendments

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

#### 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.

SWIFT Contract No.: 111540 Purchase Order No.: 3000016582

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1.	SIAIL	CINCUIVID	MAINCE	VERIFICA	ALION

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

Signed:

Date: 23 June 201

3. MINNESOTA POLLUTION CONTROL AGENCY

By: Centry In March

(with delegated authority)

Title: Director, OpenMins

Date: 7 6 16

2. MINNESOTA DEPARTMENT OF HEALTH

By: Many E

(With delegated authority)

Title: \_\_\_\_ Mary Edwards, Acctg. Supv., Fin. Mgmt.

Date: 630 6



Project Work Plan Doc Type: Contract

MPCA Use Only							
Swift #:	111540						
CR #:	8821						

roj	ect Title: Facility Bas	sed PAH Monitoring	
١.	Project Summary:		
	Organization:	Minnesota Department of Health Public Health Laboratory	
	Contractor contact		
	name:	Cori Huffman	
	Title:	·	
	Address:	601 Robert Street North	
		St. Paul, MN 55155	
	Phone:	651-201-5214	
	E-mail:	Corl.huffman@state.mn.us	
	MPCA contact(s):		
	MPCA project		
	manager:	Kristie Ellickson	
	Title:	Research Scientist	
	Address:	520 Lafayette Ave	
		St. Paul, MN 55105	
	Phone:	651-757-2336	
	E-mail:	Kristie.ellickson@state.mn.us	
	Project information		
	Latitude/Longitude:	Multiple sites	
	*County:	Multiple sites	
	Start date:	07/01/2016 End date: 06/30/2018	
	Total cost:	\$211,000.00 (Two Hundred Eleven Thousand Dollars and Zero Cents)	
	*Organization	Federal government	
	type:	For-profit Private college/university	
		Individual	
		Non-profit State government	
	*Project type:	Analysis/Interpretation	
		Assessment/Evaluation Monitoring Restoration/Enhancer	ment
		Demo/Pilot project Planning Technical assistance	
	Eq.	」 lucation/Outreach/Engagement	

# 2. Statement of Problems, Opportunities, and Existing Conditions

The project proposed aims to 1) characterize air concentrations of polycyclic aromatic hydrocarbons (PAHs) near facilities known to emit PAHs and at an existing reference site, 2) compare summarized concentrations to Benzo[a]pyrene cancer potency equivalents, and 3) compare measured concentrations with model predictions. A maximum of three fixed site Hi-Volume PUF samplers will be used to collect samples every 12 days for analysis of gas and particle phase PAHs. Two samplers will be located at a facility with known PAHs in the emission inventory, and another a reference site. The reference site will likely be the HC Anderson School in South Minneapolis, which has an urban background of relatively detectable PAHs, but no specific continuous source as reflected in past information. The facility location will likely be Flint Hill Refinery, St. Paul Park Refinery (Northern Tier Energy), Owen Corning in Minneapolis, or located near GAF in North Minneapolis. The facility-based monitors will be set up in two locations the first year and then moved to two new locations the second year. These samplers will be used to characterize temporal PAH concentrations at the fenceline of these facilities in reference to an urban background location. The data quality objectives are to be suitable for submission to EPA's AQS system.

Relatively high concentrations of PAHs have been modeled at the fenceline of some facilities in MN. But because there is limited monitoring data, there is uncertainty about the health effects due to PAH exposures in ambient air. For this reason, we are conducting direct ambient air monitoring.

PAHs comprise a category of substances that are emitted to the air mainly from combustion sources. Toxicity and potency varies among individual PAHs, but many of them have known association with human health effects including cancer. Many PAHs are classified as persistent, bioaccumulative toxicants (PBTs) which, in addition to being toxic, persist in nature and bioaccumulate in the food chain. Given their persistence, relatively high toxicity, and ubiquitous sources there is concern about the potential effects of PAHs on human and environmental health.

# 3. Goals, Objectives, Tasks, and Subtasks

**Goal:** The primary goal of this project is to obtain measurements of PAHs in the air at facilities with known PAH emissions.

Objective 1: Obtain air concentration measurements of PAHs from a large stationary air emissions source of PAHs.

# Task A. Conduct Air Sampling (following SOP and QAPP)

Subtask 1: deploy air monitors

Subtask 2: MDH purchases, prepares and stores sampling media and distributes to MPCA as needed

Subtask 3: MPCA picks up cleaned media from MDH and deploys active sampling media. MPCA deploys sampling media in accordance with sampling plan and QAPP

Subtask 4: MPCA retrieves sampling media from air monitors and delivers to MDH according to sampling schedule and QAPP.

MPCA: Operate active samplers for two years, including obtaining clean media, deploying sampling media in the samplers, ensuring proper maintenance and operation of the samplers.

Responsible Participants: Organic Chemistry Public Health Laboratory Supervisor, organic chemistry analysis with training and/or experience in PAHs in Air SOP, MPCA air monitoring technicians, Project Co-leads

# Task B. Chemically Analyze Air Samples (according to project SOP and QAPP)

Subtask 1: Analyze air samples

Subtask 2: Conduct QA and QC checks as specified in QAPP

Subtask 3: Provide analytical data to cooperating partners

Responsible Participants: Organic Chemistry Public Health Laboratory Supervisor, organic chemistry analysis with training and/or experience in PAHs in Air SOP

Objective 1 Timeline: 07/01/2016 - 06/30/2018

Objective 1 Cost: \$211,000.00

**Objective 1 Deliverables:** A finalized sampling plan, A Quality Assurance Project Plan, a Standard Operating Procedure for the PAH analysis, Interim and final reports for facilities and other external interested groups, outreach materials for community members, air concentration data in AQS, MPCA website materials.

Objective 2: Compile results and submit to AQS database, conduct statistical analyses and interpret data.

Task A. Summarize and analyze PAH data, by comparing sites and comparing summarized data to Benzo[a]pyrene equivalent potency information.

Responsible Participants: Kristie Ellickson (MPCA), Quality Assurance Officer (MPCA)

Task B. Write and review summaries and reports, data visualization tools. Responsible Participants: Kristie Ellickson (MPCA), Cassie McMahon (MPCA)

Objective 2 Timeline: 07/01/2016 - 06/30/2018

Objective 2 Cost: Not Applicable

Objective 2 Deliverables: Interim and final reports for facilities and other external interested groups, outreach

materials for community members, air concentration data in AQS, MPCA website materials.

# Objective 3: Outreach and Education

Task A. Further summarize data into products and formats that are appropriate for interested general public. Responsible Participants: Cassie McMahon (MPCA), Kristie Ellickson (MPCA), Quality Assurance Officer (MPCA), and other risk assessment support as necessary.

Task B. Hold information meetings, or attend pre-planned informational meetings in the sampling areas as needed and if requested.

Responsible Participants: Kristie Ellickson (MPCA), Cassie McMahon (MPCA)

Objective 3 Timeline: 07/01/2016 - 06/30/2018

Objective 3 Cost: Not Applicable

Objective 3 Deliverables: Interim and final reports for facilities and other external interested groups, meetings attended, outreach materials for community members, air concentration data in AQS, MPCA website materials.

# Measurable Outcomes

The outcome of this project will be information that strengthens and/or improves:

- a. Data are of adequate quality for uploading to EPA's AQS system.
- b. Influence and inform MPCA priorities through comparison to reference site.
- c. Community knowledge about PAHs in the air in their environments,
- d. Information related to the concentrations and variability of concentrations of PAHs at large stationary air PAH emissions sources,
- e. Comparisons to statewide PAH air concentration modeling efforts in Minnesota

4. Project Budget

	MDH Public Health Laboratory: Analysis of Samples
Project Budget	Laboratory Analysis (per sample)
\$ Rate per Hour/Unit	1000
Objective 1: Obtain air	
concentration measurements of	
PAHs from a large stationary air	
emissions source of PAHs.	
Task A: Conduct Air Sampling	
(following SOP and QAPP)	
Sub-task 1: deploy air	
monitors	
Sub-task 2: MDH purchases,	
prepares and stores sampling	
media and distributes to MPCA	,
as needed	
Sub-task 3:MPCA picks up	
cleaned media from MDH and	
deploys active sampling media.	
MPCA deploys sampling media	
in accordance with sampling	
plan and QAPP	
Sub-task 4:MPCA retrieves	
sampling media from air	
monitors and delivers to MDH	
according to sampling schedule and QAPP.	
	211
Task B: Chemically Analyze Air Samples (according to	211
project SOP and QAPP)	
Sub-task 1: Analyze air	
samples	
Sub-task 2: Conduct QA and	
QC checks as specified in QAPP	
Sub-task 3: Provide	
analytical data to cooperating	
partners	
Total for Objective 1 Hrs/Units	211
Total for Objective 1 \$	\$211,000.00
Objective 2: Compile results	
and submit to AQS database,	
conduct statistical analyses and	
interpret data.	

Task A: Summarize and analyze PAH data, by comparing sites and comparing summarized data to Benzo[a]pyrene equivalent potency information.  Task B Write and review	
summaries and reports, data	
visualization tools.	
Total for Objective 2 Hrs	0
Total for Objective 2 \$	\$0.00
Objective 3: Outreach and	
Education	
Task A: Further summarize	
data into products and formats	
that are appropriate for	
interested general public.	
Task B: Hold information meetings, or attend pre-planned informational meetings in the sampling areas as needed and if	-
requested.	
Total for Objective 3 Hrs	0
Total for Objective 3 \$	\$0.00
Total Project Hours/Units	211
Total Budget Per Objective:	\$211,000.00

5. Gantt charts (See Attachment A - Gantt Chart)



# Attachment A Gantt Chart

Doc Type: Contract

Project title: Facility Based PAH Ambient Air Monitoring

	MPCA Use Only	
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CR#		8821

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#### Attachment B - State Terms and Conditions

# MDH-specific Terms and Conditions

- 1. MDH agrees to perform MPCA PAHs in Urban Air sample analysis and generate data required by MPCA. The analysis name, method reference, matrix, and price are contained in **Attachment A Project Workplan**.
- 2. MDH agrees to make available to MPCA in writing all MDH environmental sample analytical methods and procedures associated with this agreement, upon request.
- 3. MDH agrees to comply with the requested analytical method, reporting time(s), and sample turn-around time(s) specified in **Attachments C Method Pricing**. If MDH cannot comply with any of these requirements, it agrees to notify MPCA of the sample number(s) and parameter(s) affected and the corrective actions, if any, to be taken.
- 4. MDH agrees to include in the data report atypical information that is relevant to data assessment including exceeded holding times, broken or spilled sample containers, samples lacking the required preservative, and the like.
- 5. MDH agrees to assist in developing and will comply with the ANSI/ASQC E4, Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs.
- 6. The data shall have the following information included in the report. At a minimum the report shall include all the report requirements of Minnesota Rules, part 4740.2095, excluding requirements for certification by MDH, documentation related to a commissioner-designated identification number, or identifying test results for which the laboratory is not certified (Minnesota Rules part 4740.2095 C (18)), and the additional requirements specified below:
  - 6.1 A statement of the condition of the samples upon receipt at the laboratory.
  - 6.2 The MPCA project name and number, and, if applicable, the two-letter MDH project code.
  - 6.3 The MPCA field or sample number and the associated laboratory sample number.
  - 6.4 A copy of the original Chain of Custody (COC) form accompanying the samples to the laboratory.
  - 6.5 Dates of sample preparation and analyses.
  - 6.6 A narrative discussing any irregularities found during the analyses, any problems encountered and corrective actions taken.
  - 6.7 If applicable, associated quality control information shall include: the / duplicate sample concentrations, relative percent difference (RPD) values, qualifiers for out-of-control samples, sample blank concentrations (including trip, method, and field blanks), surrogate recoveries, and laboratory control sample recoveries.
- 7. MDH agrees to provide MPCA with a copy of its environmental laboratory analytical Performance Evaluation (PE) data, and/or data from a Standard Reference Material as appropriate to air analysis for PAHs, in a timely manner following receipt of the evaluation. If no PE study is available, MDH and MPCA will agree upon a reference material to evaluate.
- 8. MDH agrees to provide MPCA, upon request, a copy of the data from any inter-laboratory study in which it participates.
- 9. MDH agrees to implement chain of custody procedures suitable for accepting, handling, tracking, storing, and securing MPCA environmental samples. MDH reserves the right to reject any and all such MPCA environmental samples that lack appropriate accompanying documents and/or signatures for legal transfer of custody.
- 10. MDH agrees to testify as a witness concerning sample handling, analysis, data generation, data reporting, data interpretation, and chain of custody when requested to do so by MPCA.
- 11. MDH agrees to provide MPCA with electronic environmental data reports as PDF and/or Electronic Data Deliverables (EDD) and to maintain a web site for environmental data retrieval, according to program-specific requirements. The original Chain-of-Custodies will be returned to the MPCA on a routine basis. Electronic versions of the Chain-of-Custodies will be maintained by MDH.

CR 8821 1

- 12. MDH agrees to provide MPCA staff with technical expertise, guidance, and data interpretation.
- 13. MDH agrees to provide data assessment, verification, and validation assistance to MPCA upon request.
- 14. MDH agrees to provide MPCA with monthly data reports or data status reports, upon request by MPCA.
- 15. MDH agrees to provide MPCA with an environmental laboratory equipment purchase report during a specified period for MPCA accounting or auditing purposes associated with this agreement, upon request by MPCA.
- 16. MDH agrees to dispose of MPCA environmental samples following routine laboratory analysis. For MPCA environmental samples deemed hazardous or otherwise requiring special handling and/or disposal methods, MDH reserves the right to assess a sample disposal fee not to exceed MDH's special handling and/or disposal costs.
- 17. The MDH retention schedule for all raw and supporting data is five years.

# **MPCA-specific Terms and Conditions**

- 1. MPCA will provide two high volume air samplers with eight filter housings for sample collection by polyurethane foam plugs and XAD resin.
- 2. MPCA agrees to submit environmental samples, corresponding documentation, and related materials in a manner in keeping with MDH standard operating procedures and protocols.
- 3. MPCA agrees to inform MDH of any known hazard associated with environmental samples submitted to MDH for analysis.
- 4. MPCA agrees to request technical expertise, guidance, and data interpretation through specific personnel authorized by MDH. Authorized personnel include Unit Supervisors, Quality Assurance Officers, and Project Coordinators.

2

CR 8821

# **Analysis Name:**

PAHs in Air by Pressurized Fluid Extraction/Gas Chromatography/Mass Spectrometry (PFE/BC/MS)

# **Reference Method:**

Determination of Polycyclic Aromatic Hydrocarbons (PAHs) in Ambient Air Using Gas Chromatography/Mass Spectrometry (GC/MS): USEPA, January 1999

# Matrix:

**Ambient Air** 

Filter/Sorbent: Quartz Fiber Filter, Polyurethane Foam (PUF), XAD-2 Resin

# Cost Per Analysis:

\$500.00 per analysis

 Table 1. Potential Analyte List for Polycyclic Aromatic Hydrocarbons in Air Samples

CAS# or EPA ID#	DAU Compound Nove
	PAH Compound Name
90-12-0	1-Methylnaphthalene
91-57-6	2-Methylnaphthalene
3697-24-3	5-Methylchrysene
83-32-9	Acenaphthene
191-26-4	Anthanthrene
120-12-7	Anthracene
56-55-3	Benz[a]anthracene
50-32-8	Benzo[a]pyrene
205-99-2	Benzo[b]fluoranthene
239-35-0	Benzo[b]naph[2,1-d]thiophene
205-12-9	Benzo[c]fluorene
192-97-2	Benzo[e]pyrene
191-24-2	Benzo[g,h,i]perylene
205-82-3	Benzo[j]fluoranthene
207-08-9	Benzo[k]fluoranthene
218-01-9	Chrysene
191-07-1	Coronene

	Attachment C - Metho
CAS# or EPA ID#	PAH Compound Name
27208-37-3	Cyclopenta[c,d]pyrene
53-70-3	Dibenz[a,h]anthracene
5385-75-1	Dibenzo[a,e]fluoranthene
192-65-4	Dibenzo[a,e]pyrene
189-64-0	Dibenzo[a,h]pyrene
189-55-9	Dibenzo[a,i]pyrene
132-65-0	Dibenzothiophene
1016-05-3	Dibenzothiophene sulfone
206-44-0	Fluoranthene
86-73-7	Fluorene
193-39-5	Indeno[1,2,3-cd]pyrene
91-20-3	Naphthalene
198-55-0	Perylene
85-01-8	Phenanthrene
129-00-0	Pyrene
483-65-8	Retene
217-59-4	Triphenylene

**Table 2.** Analytical Time: Length of time elapsed between the time the laboratory receives the sample and sample request form and the time the analytical data is available to MPCA. MPCA and MDH will discuss at monthly meetings the current status of analytical time as the project progresses. MDH agrees to provide MPCA with a data report within 5 (five) days following completion of analysis.

	Standard turn-around time
Organics PAH	To Be Determined (TBD) days*

<sup>\*</sup>Days = Monday-Friday (excluding State Holidays) with Normal Business Hours = 8:00 a.m. to 4:30 p.m.

# Minnesota Pollution Control Agency Director's Contract Report

Swift Contract Number: 0000000000000000000111540 MPCA Contract Routing (CR) Number: 8821

T-Number:

**Project Summary** 

Start Date: July 1, 2016 Expiration Date: June 30, 2018

Contract Title: Facility Based PAH Air Monitoring Contract Type: Interagency Agreement

**Staff Information** 

Contract Specialist: Lee, Joseph 651/757-2054

Fiscal Coordinator: Sinn, Nona 651/296-7440

Contract Manager: Ellickson, Kristie 651/757-2336

Contract Supervisor: Roberson, Ruth L 651/757-2672

Division: EAO

Section: Program:

Vendor Information

Contractor: Minnesota Department of Health Contractor Contact:

Address 1: MAPS Vendor Number:

Address 2; Phone:

City Name: Contractor E-Mail:

State: Zip:

# Minnesota Pollution Control Agency Director's Contract Report

Swift Contract Number: 00000000000000000000111540 MPCA Contract Routing (CR) Number: 8821

T-Number:

# Comments

Total Amount of	Contract: \$211,000.00					
Original Contract	\$211,000.00	Funding Start	Funding End	Allotted Amount	Fiscal Eval Year Done	Perf Rating
		7/1/2016	6/30/2018	\$136,000.00	No	
Allotment # 2800 I	R3234073 R32W324					
		7/1/2016	6/30/2018	\$75,000.00	No	
Allotment # 2800 r	3234073 R32W324 enh	ance urban mon	itoring			

# STATE OF MINNESOTA INTERAGENCY AGREEMENT

# FY 2018 CWRF Program Administration

This agreement is between the Minnesota Public Facilities Authority (the "Authority") and the Minnesota Pollution Control Agency (the "Agency").

# Agreement

# 1. Term of Agreement

- 1.1 *Effective date*: July 1, 2017 or the date that all required signatures under Minnesota Statutes Section 16C.05, subdivision 2 are obtained, whichever is later.
- 1.2 Expiration date: June 30, 2018.

# 2. Scope of Work

The Agency shall provide technical and administrative services for the Clean Water Revolving Fund (CWRF) and other clean water funding programs for FY 2018. In providing these services, the Agency shall:

- A. Prepare and maintain documentation of program expenditures in compliance with prescribed state and federal standards governing the use of the funds.
- B. Provide reports and documentation to the Authority on program activities and expenditures as needed to prepare annual reports and meet information needs of the Minnesota Legislature or the U.S. Environmental Protection Agency (USEPA).
- C. Provide data to the Authority for entry into the USEPA's CWSRF Benefits Reporting System on the environmental impacts and results of certified projects as needed to comply with the environmental results reporting requirements of USEPA capitalization grant agreements and state reporting requirements.
- D. Maintain compliance with the CWSRF Operating Agreement between the State of Minnesota and the USEPA, and the program Interagency Agreement between the Department of Employment and Economic Development, the Pollution Control Agency, and the Authority.
- E. In accordance with the Continuing Disclosure Policy adopted by the Authority on December 12, 2005, immediately notify the Authority Executive Director of any events occurring in the administration of the Program that could be material to the bonds or programs of the Authority, or that could result in the breach of any duties or responsibilities of the Authority or the Agency under any agreements entered into by the Authority, State and Federal law, or regulations applicable to the Authority and its programs.

# 3. Consideration and Payment

The total obligation of the Authority for all compensation and reimbursements to the Agency under this agreement will not exceed \$1,612,481, to be funded from the CWRF Fee Account in SWIFT Fund 8200. The Agency's account to accept and expend these monies must also be in Fund 8200. All revenues of the Authority, including federal grant funds and fee revenues, are statutorily annually appropriated to the Authority pursuant to Minnesota Statutes 446A.04, subdivision 20.

# 4. Conditions of Payment

The Authority will transfer funds to the Agency after full execution of this agreement. The Authority will have inquiry access to the Agency's SWIFT accounts to monitor fund usage. No review will be performed by the Authority to determine the eligibility of expenses charged by the Agency.

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

# 5. Authorized Representative

The Authority's Authorized Representative is Jeff Freeman, Executive Director, 332 Minnesota Street, Suite W820, St. Paul, MN 55101, 651-259-7465, or successor.

The Agency's Authorized Representative is Vickie Blomgren, Budgeting Unit Supervisor, Operations Division, 520 Lafayette Road, St. Paul, MN 55155-4194, 651-757-2236, 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 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. In the event of such a cancellation, the Agency shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

#### 9. Other Provisions

- A. The Authority will not be held responsible for the failure of the Department of Management and Budget or USEPA if funds are not released or deposited upon the Authority's request.
- B. This Interagency Agreement does not release the Authority or the Agency from their obligations under the program Operating Agreement, including any required corrective action in the event of misuse of funds or use of funds for ineligible purposes.

1. PUBLIC FACILITIES AUTHORITY	2. POLLUTION CONTROL AGENCY
	A
By: Jeff Seens	By: Carry Bry Moc
Title: Executive Director	Title: Drector Operations Division
Date: 6/26/17	Date: 4/28/17

# Interagency Agreement Amendment #1

# State of Minnesota

SWIFT Contract No.:111628 Purchase Order No.: 300016607 Agency Interest No.: 214727 Activity ID: PRO20170839

Contract Start Date: July 1, 2016 **Total Contract Amount:** \$103,205.50 Original Contract Expiration Date: June 30, 2018 \$107,073.70 Original Contract: Current Contract Expiration Date: June 30, 2018 Previous Amendment(s) Total: \$0.00 Requested Expiration Date: N/A This Amendment: \$-3,868.20

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Pollution Control Agency, 520 Lafayette Road, St. Paul, MN 55155 ("State" or "MPCA") and Minnesota Safety Council, 474 Concordia Avenue, St. Paul, MN 55103 ("Contractor" or "Council").

#### Recitals

- The State has an Agreement with the Contractor identified as SWIFT Contract Number: 0000000000000000111628
   ("Original Agreement") to provide training for the MPCA Health and Safety Program and the Household Hazardous
   Waste Program.
- 2. The Agreement is being amended in order to add the 2018 trainings and to change training locations.
- 3. The State and the Contractor 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 2. "Scope of Work" is revised as follows:

The Council shall provide training seminars, course agenda, and course content as stated in the specific course specifications as referenced in **Attachment A** for MPCA Health and Safety Program and <u>Revised\_Attachment B</u> for MPCA Household Hazardous Waste Program. The Council shall coordinate dates with MPCA's authorized representatives.

#### **REVISION 2.** Clause 3. "Consideration and Payment" is revised as follows:

Council will be paid upon completion of each course. According to the breakdown of costs contained in **Attachments** A and **Revised Attachment B**, which are attached and incorporated into this agreement.

Travel expenses will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current **Commissioner's Plan** which is incorporated in to this agreement by reference.

Council must submit an invoice after each course that includes the cost for the course and the appropriate charges for the participant handouts, certificates and travel expenses.

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Invoices may be submitted to <a href="majoritate.mn.us">mpca.ap@state.mn.us</a> and referencing the authorized reps and Program name along and class roster to Sonda Binsfeld, <a href="majoritate.mn.us">sonda.binsfeld@state.mn.us</a>, for Attachment A: Health and Safety, and <a href="majoritate.mn.us">Jean Evers, jean.m.evers@state.mn.us</a>, for <a href="majoritate.mn.us">Revised Attachment B: Household Hazardous Waste Training.</a>

The total obligation of MPCA for all compensation and reimbursements to Council under this agreement will not exceed \$74, 800.00 (Seventy Four Thousand Eight Hundred Dollars) for two year agreement of Attachment A services and \$32,273.70 (Thirty-Two-Thousand-Two-Hundred Seventy Three Dollars and Seventy Cents)28,405.50 (Twenty Eight Thousand Four Hundred Five Dollars and Fifty Cents) for two year agreement of Revised Attachment B services for a total of \$103,205.50 (One Hundred Three Thousand Two Hundred Five Dollars and Fifty Cents).

#### **REVISION 3.** Clause 10 "Subcontracting" is added:

10. Payment to Subcontractors

MINNESOTA SAFETY COUNCIL!

As required by Minnesota Statute § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments and change orders remain in full force and effect. The Original Contract, all amendments, and change orders are incorporated into this Agreement by reference.

MN POLILITION CONTROL AGENCY

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# Interagency Agreement

# State of Minnesota

SWIFT Contract No.: 111628 Purchase Order No.: 3000016607

This Interagency Agreement (Agreement) is between the Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194 (MPCA) and the Minnesota Safety Council, 474 Concordia Avenue, St. Paul, Minnesota 55103-2430 ("Council").

#### Agreement

# 1 Term of Agreement

- 1.1 Effective date: July 1, 2016, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date: June 30, 2018, with the option of three (3), one (1) year extensions.

#### 2 Scope of Work

The Council shall provide training seminars, course agenda, and course content as stated in the specific course specifications as referenced in Attachment A for MPCA Health and Safety Program and Attachment B for MPCA Household Hazardous Waste Program. The Council shall coordinate dates with MPCA's authorized representatives.

# 3 Consideration and Payment

Council will be paid upon completion of each course. According to the breakdown of costs contained in Attachments A and B, which are attached and incorporated into this agreement.

Travel expenses will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current **Commissioner's Plan** which is incorporated in to this agreement by reference.

Council must submit an invoice after each course that includes the cost for the course and the appropriate charges for the participant handouts, certificates and travel expenses.

Invoices may be submitted to mpca.ap@state.mn.us and referencing the authorized reps and Program name along and class roster to Sonda Binsfeld, sonda.binsfeld@state.mn.us, for Attachment A: Health and Safety, and Jean Evers, jean.m.evers@state.mn.us, for Attachment B: Household Hazardous Waste Training.

The total obligation of MPCA for all compensation and reimbursements to Council under this agreement will not exceed \$74,800.00, (Seventy Four Thousand Eight Hundred Dollars) for two year agreement of Attachment A services and \$32,273.70 (Thirty Two Thousand, Two Hundred Seventy Three Dollars and Seventy Cents)) for two year agreement of Attachment B services.

# 4 Conditions of Payment

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

# 5 Authorized Representative

The State's Authorized Representatives for Health and Safety services, outlined in Attachment A, are Ryan Ricci, ryan.ricci@state.mn.us, and Sonda Binsfeld, sonda.binsfeld@state.mn.us, Safety Administrator, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155-4194, 651-757-2650, or their successors.

The State's Authorized Representatives for Household Hazardous Waste Training, outlined in Attachment B, are Teresa Gilbertson, teresa.gilbertson@state.mn.us, and Jean Evers, jean.m.evers@state.mn.us, Minnesota Pollution

CR 8590 1

SWIFT Contract No.: 111628 Purchase Order No.: 3000016607

Control Agency, 520 Lafayette Road North, St. Paul, MN 55155-4194, 651-757-2681.

The Council's Authorized Representative is Gina Hoffman, gina.hoffman@minnesotasafetycouncil.org, Director, Continuing Education, Minnesota Safety Council, 474 Concordia Avenue, St. Paul, Minnesota 55103-2430, 651-228-7305, 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 MPCA's Authorized Representative or the Council's Authorized Representative identifies a minor change needed in the Work Plan and Cost, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Minor changes are defined as reallocating between tasks and objectives, less than ten percent (10%) of the overall Agreement, cumulatively; or \$50,000, cumulatively, whichever is less. 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 Agreement, or cause an extension of the term of this Agreement. Major changes or reallocations (over 10% or \$50,000) require an Amendment rather than a Change Order.

The MPCA Authorized Representative and the Council's Authorized Representative shall sign the Change Order Form in advance of doing the work, which will then become an integral and enforceable part of the Agreement.

### 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.

#### 1. State Encumbrance Verification

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

Date: 28 June 20/6

3. Minnesota Pollution Control Agency

By: Culm 3m My (with delegated authority)

Title: Director Operations Divin

Date: 4 30 16

2. Minnesota Safety Council

(with delegated authority)

Title:

Date:

2



## Project Workplan

Doc Type: Contract/Grant

	MPCA Use Only
SWIFT#:	
CR#:	8590

Project Title: OSHA Safety & Health Training

1. Project Summary:

Organization:

Minnesota Safety Council

Contractor contact name:

Regina Hoffman

Address:

474 Concordia Avenue, St. Paul, Minnesota 55103-2430

E-mail:

gina.hoffman@minnesotasafetycouncil.org

### 2. General Statement of Project

The Minnesota Safety Council (Council) will provide safety & health training for the Minnesota Pollution Control Agency Safety & Health Program (Agency). The timeline for this project is for 2017 & 2018. Scheduling of training and services will be coordinated and agreed upon by the Agency's and Council's Project Managers.

### **Health and Safety Training Course Description**

### 1. Course Title: Defensive Driving Initial and Refresher, Classroom

Course Description: The trainer will provide examples of personal professional driving experiences that resulted in positive and/or negative impact for drivers. The training will emphasize defensive driving techniques used to avoid accidents. Methods of identifying and reacting to potentially dangerous situations will be discussed. Minnesota state driving laws will be discussed with reviews of distracted driver recognition, defensive driving techniques, "aim high" observation techniques, following distance formula, etc. New laws in effect or coming into effect will be discussed. The vendor will provide each participating staff with a certificate of completion including the vendor name, instructor name and training date.

**Objectives:** Staff will be able to use defensive driving techniques, to recognize potential hazardous situations and take appropriate defensive actions. They will know and implement best practices in terms of observing and preparing for possible hazards.

Method of Delivery: Classroom

Contact Hours: 8 hours classroom training for initial and 4 hours for the refresher, or as required for course material/objectives.

### 2. Course Title: First Aid ICPR I AED Initial and Refresher

Course description: The vendor will provide Initial or Refresher National Safety Council compliant training for First Aid, CPR, and AED. This course will teach the basic first aid procedures, life-saving cardiopulmonary resuscitation (CPR), and the use of automated external defibrillators (AEDs). Vendor will provide knowledge on how to check an unconscious victim, give rescue breaths, recognize the signals of a heart attack, care for a choking victim, perform CPR, use an AED, etc. Vendor will provide business card certificates of completion for this course with the staff's name, name of course, training date and instructor name.

CR8590

**Objectives:** Staff will know the basic first aid responses and procedures necessary to support an injured or ill person until emergency medical services arrive. Staff will know adult rescue breathing, adult obstructed airway, and adult CPR and AED procedures. Staff will receive business card certificates of completion for this course with the staff's name, name of course, training date and instructor name.

Method of Delivery: Classroom

**Contact Hours:** Initial Course—8 hours, or as required for course material/objectives Refresher Course—six hours, or as required for course material/objectives

### 3. Course Title: Personal Protective Equipment Selection and Use (As-needed unplanned services)

Course Description: This course covers types, selection, maintenance, and care of personal protective equipment in the workplace. The types of personal protective equipment (PPE) covered in the course include: hard hat, respiratory protection, hearing protection, and body protection. The content in this course is designed to comply with the intent of the applicable regulatory requirements. Learner objectives are to describe the proper use of the various types of PPE commonly found in general industry, identify the level of protection that a user is provided when wearing specific types of PPE, and discuss the general maintenance and care techniques used for various types of PPE.

### **Objectives:**

- Identify basic facts associated with the use of personal protective equipment (PPE).
- Identify actions to take before using PPE.
- Identify the proper selection, use, and maintenance of various types of hard hats.
- Identify the characteristics of protective footwear.
- Identify the characteristics of fully encapsulating and non-encapsulating suits.
- Identify the characteristics of protective clothing.
- Select appropriate eye protection to protect against various hazards.
- Identify types of hearing protection.
- Identify characteristics of respiratory protection.
- Identify characteristics of SCBA.
- Identify characteristics of air-purifying respirators.
- Identify the level of protection that a user is provided when wearing specific types of PPE.
- Recognize proper donning and doffing techniques.
- Identify general guidelines of fall protection.

Method of Delivery: Classroom, Distance Learning and/or Shareable Content Object Reference Model (SCROM)-compatible Web based delivery.

Contact Hours: One hour classroom training or as required for course material/objectives

### 4. Course Title: 8 Hour HazWOper Refresher Training

Course Description: The vendor will provide OSHA 1910.120(e)(8) 8-hour refresher training as required for hazardous waste operators. This course will require customizing to include staff experiences and lessons learned from the previous 12 months of work. The vendor will refresh staff's knowledge for safely entering and inspecting hazardous waste facilities under RCRA (Resource Conservation and Recovery Act), SARA (Superfund Amendments and Reauthorization Act), and OSHA standards. The vendor's instructor must know and understand hazardous waste operations conducted at treatment, storage and disposal (TSO) facilities. The vendor must know and refresh how RCRA, SARA, and OSHA standards work together to protect the public and workers at waste sites. The vendor will refresh staff knowledge on how to approach, recognize potential hazards, assess hazards from a safe distance, select appropriate personal protective equipment and know when to exit the facility for safety reasons. The vendor will provide business card certificates of completion for this course with the staff's name, name of course, training date and instructor name.

Objectives: Staff will be able to understand and comply with OSHA 1910.120. Staff will refresh their knowledge and understanding to safely work in TSD facilities where potentially hazardous environments could exist. Staff will know how to enter and inspect hazardous waste facilities under RCRA, SARA and OSHA standards. This training will be customized to include staff experiences and lessons learned from the previous 12 months of work. Staff will be refreshed on how to approach, recognize potential hazards, assess these hazards from a safe distance, select appropriate personal protective equipment and know when to exit the facility for safety reasons.

Method of Delivery: Classroom, Distance Learning and/or SCORM-compatible Web based delivery.

Contact Hours: 8 hours of training or as required for course material/objectives.

### 5. Course title: Safety Management for Supervisors (As-needed unplanned services)

### **Course Description:**

The vendor will provide new and veteran supervisors a clear insight into their occupational safety and health responsibilities. The vendor will define and explain the importance of the supervisor's role in establishing the safety culture for their unit. The vendor will explain how to build the agency's wholesome safety culture. The vendor will discuss leadership and management of the unit's safety program as fundamental to the agency's Safety Management System. The vendor will identify typical hazards and typical means to mitigate them. The vendor will stress the agency's value in having supervisors do accident/injury prevention, implement corrective actions and therefore efficiently use state program funds.

This day and a half seminar will illustrate how supervisors can reduce accidents, save money and ensure a healthy working environment for their staff. Continuous emphasis is placed on how the knowledge and skills developed will transfer to the participants' everyday work experiences.

The vendor will discuss:

- Safety Management Systems;
- Accident prevention/supervisor responsibility;
- Accident investigation with root cause analysis;
- Correcting unsafe practices;
- Accident analysis and mitigation techniques;
- Workers compensation processes;
- Building the agency's wholesome safety culture;
- Red flags for supervisors -needing action from leaders;
- OSH's training requirements and their management at the MPCA;
- Leading OSHA violations for awareness;
- Q&A session (difficult case studies).

**Objectives:** Supervisors will understand the important role they play in ensuring a productive safety culture in their unit. Supervisors will know the connection between their safety program and the agency's safety management system. Supervisors will know how to build the agency's wholesome safety culture.

Supervisors will identify typical hazards and identify means to mitigate them. Supervisors will possess the training and know-how, to help their employees do their jobs correctly, on time, and most importantly with safety. Supervisors will be able to recognize and assess hazards, prevent injuries, and with time accept the supervisor's role in the safety, health and environmental programs.

Method of Delivery: Classroom workshop

Contact Hours: One and a half days, or as required for course material/objectives.

## 6. Course Title: Transporting Hazardous Materials and Dangerous Goods -Initial and Recurring (3-year cycle) (As-needed unplanned services)

**Course Description:** This course requires the vendor to know and understand Title49 CFR -Transportation. The content provided by the vendor will comply with training requirements of 49 CFR172.704. The vendor will provide staff with handouts necessary to allow all persons involved in handling, documenting or transporting hazardous materials to know how to comply with this standard.

**Objectives:** Staff will know and understand their responsibilities for the safe transportation of hazardous materials. Staff will know how to identify hazardous materials and when to use required shipping papers, marking requirements, labeling and placarding. Staff will know when and how to use emergency response information and safety/security plans.

Method of Delivery: Classroom, Distance Learning and/or SCROM-compatible Web based delivery.

**Contact Hours:** Eight hours of classroom training or as required to deliver the course material/objectives. A course refresher is required every 3-years and will contain all the content of the initial course.



## **Health and Safety Fee schedule**

### Attachment A

## **Yearly Fees**

See Attachment A course schedule - dates and locations TBD Rates for these classes are to be billed by student as follows. Class size is limited to 15.

	Cost	Rate	Estimated potential yearly costs
Up to a combined total of 15 classes			
Course Fee (enrollment 1-8)	\$540	flat rate	
Incremental Student fee (enrollment 9+)	\$45	per student	
Refresher First Aid, CPR & AED - 6 hours			101-07
Course Fee (enrollment 1-8)	\$540	flat rate	
Incremental Student fee (enrollment 9+)		per student	
Per Diem/Travel		J. C.	
Mileage to be reimbursed at current rate in the	Commission	ners Plan	
Meals to be reimbursed at current rate in the	Commission	ners Plan	
Lodging	\$160	per night	
			\$15,000.00
Hourly Rates for all other classes /services are as follows:  Labor Rates			
Project Manager fee		per hour	8
Trainer fee		per hour	
Travel time	\$130	per hour	
Per Diem/Travel			40.000
Mileage to be reimbursed at current rate in the  Meals to be reimbursed at current rate in the	Commission	The Spiritual of the Sp	
	Commission	THE RESERVE THE PROPERTY OF THE PARTY OF THE	_
Lodging	\$100	per night	
			\$17,000.00
As-needed unplanned services see Attachment A workplan			\$5,400.00
Total estimated costs			\$37,400.00
Effective July 1, 2016 CR 8590			
CN 0330			



## Project Workplan

Doc Type: Contract/Grant

	MPCA Use Only							
Swift #:	111628							
CR #:	8590							

Project Title: Household Hazard Waste Training

1. Project Summary:

Organization: Minnesota Safety Council

Contractor contact name: Regina Hoffman

Address: 474 Concordia Avenue, St. Paul, Minnesota 55103-2430

**E-mail:** gina.hoffman@minnesotasafetycouncil.org

### 2. General Statement of Project

The Minnesota Safety Council (Council) will provide Initial and Annual Refresher Household Hazardous Waste (HHW) Occupational Safety and Health Administration (OSHA) and Safety and Health Training for the HHW Program of Minnesota Pollution Control Agency (MPCA).

The timeline for this project is for 2017 & 2018 and each training year will consist of six (6) four (4) hour annual refresher training sessions, and one (1), twenty (20)-hour Initial Safety and Health training session, and possible make-up training sessions due to inclement weather cancellations. Any make-up training event will be held at the originally scheduled time(s) and location(s) on a date determined by MPCA and Council trainer availability.

The Annual Refresher Training will be for seasoned staff of the HHW statewide program. The Training times will be from 8:30 a.m. to 12:30 p.m. The six Minnesota 2017 locations are Marshall, Rochester, St Paul, Bagley, Brainerd, and Duluth. The six Minnesota 2018 locations are Marshall, Rochester, St Paul, Detroit Lakes, Brainerd, and Duluth. The course agenda, training materials, evaluation forms, and completion certificates will be provided by the Council. Electronic copies of the participant handouts will be provided to the MPCA by 5 p.m. on February 1 of the specific training year.

Completed evaluation forms will be forwarded to the Project Manager within two (2) weeks of the completion of the class. A list of registered participants must be provided to the Council within seven (7) business days prior to the training so that individualized completion certificates can be generated prior to the scheduled class, and distributed to the class by the instructor. For any participant names forwarded to the Council after that date, the Council will generate the completion certificates and forward them to the Project Manager for distribution within two (2) weeks after the conclusion of the training session. The Council will award 0.4 CEUs to each participant that demonstrates successful completion of the Annual Refresher training.

HHW Initial Training will be specifically designed for new HHW staff. The training will be one twenty (20) hour training event from 8:30 a.m. to 2 p.m. the first two days and from 8:30 to noon on the final day. The Council shall provide hardcopy course agenda and training materials in a binder or folder to be distributed to the registered students the first day of this training event. Evaluation forms and completion certificates will be provided by the Council. Completed evaluation forms will be forwarded to the Project Manager within two (2) weeks of the completion of the class. A list of registered participants will be provided to the Council seven (7) business days prior to the training so that individualized completion certificates can be generated before the scheduled class, will be brought to the class by the instructor, and distributed at the conclusion of the class. For any participant names forwarded to the Council after that date, the Council will generate the completion certificates and forward them to

1

CR8590

the Project Manager for distribution within two (2) weeks after the conclusion of the training session. The Council will award 1.8 CEUs to each participant that demonstrates successful completion of the HHW Initial Training. The list of registered participants containing the student sign-in signatures will be forwarded to the Project Manager within two (2) weeks after the conclusion of each training session.

The Council will coordinate with the trainer and submit all acceptable HHW training dates for the months of March and April to the MPCA by October 30th of the year prior to expected training date. Based on the proposed dates offered by the Council, the MPCA will coordinate with the Council trainer to secure the final 2017 & 2018 HHW training schedule(s).

The Council shall work with the MPCA to customize all HHW training and include topics from the following Course Titles:

- Annual Job Specific Right-to-Know Personal Protective Equipment Selection and Use;
- Respirator Initial and Annual Training with Fit-Tests Hazard Awareness;
- 8 Hour HazWOper Refresher: 24 Hour HazWOper Training;
- Ergonomics Safe Lifting / Back Safety;
- Transporting Hazardous Materials and Dangerous Goods Initial and Recurring.

The Training Agenda will include the following:

- Regulatory Overview Objectives;
- Chemical Hazard Communication and Employee Right to Know;
- Hazard Controls;
- Personal PPE;
- · Respiratory Protection/ Respirators;
- Heat and Cold Stress;
- Emergency Response Awareness Level Training;
- Duties of Safety Coordinators;
- General Governmental Regulations and Legislation;
- Toxicology and Industrial Hygeine;
- Chemical Groups and Health Hazards;
- Hazard Communication;
- Hazwoper Specific Regulations;
- Fire and Flammable Materials;
- Incident Command System;
- Bloodborne Pathogens and Biohazards;
- Heat Stress and Radiation;
- Hazard Recognition and Evaluation;
- Decontamination;
- Emergency Eyewash and Showers.

### 3. Goals, Objectives, Tasks, and Subtasks

Goal: Provide Annual and Initial HHW Training for the HHW Program of Minnesota Pollution Control Agency

**Objective:** Upon completion of this training, the curriculum will provide participants with the knowledge on how to comply with OSHA regulations and to protect themselves in the workplace from adverse safety, health or environmental incidents or exposures.

Task 1: HHW Refresher Training Marshall, Minnesota.

Responsible Party (ies): Minnesota Safety Council Instructor.

Task 1 Timeline: TBD (date will be determined by October 30 of the year prior to expected training date).

Task 1 Deliverables: Electronic copies of the participant handouts will be provided to the MPCA by 5 p.m. on February 1 of the specific training year.

Task 2: HHW Refresher Training Rochester Minnesota.

Responsible Party (ies): Minnesota Safety Council Instructor.

Task 2 Timeline: TBD (October 30 of the year prior to expected training date).

Task 2 Deliverables: Electronic copies of the participant handouts will be provided to the MPCA by 5 p.m. on February 1 of the specific training year.

Task 3: HHW Refresher Training St Paul, Minnesota.

Responsible Party (ies): Minnesota Safety Council Instructor.

Task 3 Timeline: TBD (October 30 of the year prior to expected training date).

**Task 3 Deliverables:** Electronic copies of the participant handouts will be provided to the MPCA by 5 p.m. on February 1 of the specific training year.

Task 4: HHW Refresher Training Detroit Lakes, Minnesota.

Responsible Party (ies): Minnesota Safety Council Instructor.

Task 4 Timeline: TBD (October 30 of the year prior to expected training date).

Task 4 Deliverables: Electronic copies of the participant handouts will be provided to the MPCA by 5 p.m. on February 1 of the specific training year.

Task 5: HHW Refresher Training Brainerd, Minnesota.

Responsible Party (les): Minnesota Safety Council Instructor.

Task 5 Timeline: TBD (October 30 of the year prior to expected training date).

**Task 5 Deliverables:** Electronic copies of the participant handouts will be provided to the MPCA by 5 p.m. on February 1 of the specific training year.

Task 6: HHW Refresher Training Duluth, Minnesota.

Responsible Party (ies): Minnesota Safety Council Instructor.

Task 6 Timeline: TBD (October 30 of the year prior to expected training date).

**Task 6 Deliverables:** Electronic copies of the participant handouts will be provided to the MPCA by 5 p.m. on February 1 of the specific training year.

Task 7: HHW Refresher Training Bagley, Minnesota.

Responsible Party (ies): Minnesota Safety Council Instructor.

Task 7 Timeline: TBD (October 30 of the year prior to expected training date).

**Task 7 Deliverables:** Electronic copies of the participant handouts will be provided to the MPCA by 5 p.m. on February 1 of the specific training year.

Task 8: HHW Initial Training Wilmar, Minnesota, Minnesota.

Responsible Party (ies): Minnesota Safety Council Instructor.

Task 8 Timeline: TBD (October 30 of the year prior to expected training date).

**Task 8 Deliverables:** Electronic copies of the participant handouts will be provided to the MPCA by 5 p.m. February 1 of the specific training year.

### 4. Measurable Outcomes

Upon successful completion of training, participants will receive a certificate of completion listing the appropriate CEU credits and be in compliance with OSHA training requirements.

Participants' evaluations of classes are satisfactory or higher.

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77.63

160.00



520 Lafayette Road North St. Paul, MN 55155-4194	Yea	arly Fee	s									
Task				Hours								Section Control of
	Ra	Rate/Unit	Frequency or Units		Project Manager		Trainer	E	Subs/ quipment Rental	Total Time	Total Value	
				\$	155.00	\$	130.00		(\$)	(hours)		(\$)
Task 1 Description: Household Hazardou	s Waste A	nnual Re	fresher Training	Mar	rshall (Date	ТВІ	D 2017, 2018)					
Project Management and Training			7.00		2.00		5.00	N. S.		7.00	\$	960.00
Travel to Site (Round Trip)	\$	130.00	6.50					\$	845.00		\$	845.00
Mileage	\$	0.575	324.00					\$	186.30		\$	186.30
Hotel	\$	160.00	1.00					\$	160.00		\$	160.00
Meals (4)	\$	52.00	1.00					\$	52.00		\$	52.00
Total Task 1		301		\$	310.00	\$	650.00	\$	1,243.30	7.00	\$	2,203.30
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Task 2 Description: Household Hazardou	s Waste A	nnual Ret	The second secon	Roc		e T		8).				Land to the state of the state
Project Management and Training			7.00		2.00	y =	5.00			7.00	\$	960.00
Travel to Site (Round Trip)	\$	130.00	3.00					\$	390.00		\$	390.00
Mileage	\$	0.575	162.00					\$	93.15		\$	93.15
Meals (2)	\$	20.00	1.00					\$	20.00		\$	20.00
Hotel								\$				
Total Task 2				\$	310.00	\$	650.00	\$	503.15	7.00	\$	1,463.15
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Task 3 Description: Household Hazardou Project Management and Training	s Waste Ar	nnual Ref		Sair		9 11		8).		0.00		000.000
Travel to Site (Round Trip)		130.00	7.00		2.00		5.00	•	05.00	0.00	\$	960.00
	\$	The state of the s	0.50					\$	65.00		\$	65.00
Mileage	\$	0.575	11.00					\$	6.33		\$	6.33
Total Task 3				\$	310.00	\$	650.00	\$	71.33	0.00	\$	1,031.33
Task 4 Description: Household Hazardou	c Wasto Ar	nual Pof	rocher Training	Dot	roit Lakes (F	)ate	o TRD 2019)	Dellowing a				
Project Management and Training	5 Waste Al	illual Nei	7.00	Deti	2.00	Jak	5.00			0.00	\$	960.00
Travel to Site	\$	130.00	7.50		2.00	746	3.00	\$	975.00	0.00	\$	975.00
Mileage	\$	0.58	424.00					- 1				
Hotel	\$	160.00	1.00					\$	243.80		\$	243.80
Meals (4)	\$		1.00					\$	160.00		\$	160.00
Total Task 4	2	52.00	1.00	\$	310.00	¢	650.00	\$	1 270 00	0.00	\$	
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ask 5 Description: Household Hazardou	s Waste Ar	nual Ref	resher Training	Brai	inerd (Date 1	ГВС	D 2017, 2018)					
Project Management and Training	NAME OF THE PARTY NAME OF THE		7.00	n y a	2.00		5.00			7.00	\$	960.00
Travel to Site	\$	130.00	2.50	1981				\$	325.00		\$	325.00

Mileage

77.63

160.00

0.575

160.00

135.00

1.00



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

St. Paul, MN 55155-4194	Ye	arly Fees										
Meals (2)		\$20.00	1.00	Territ				\$	20.00		\$	20.00
Total Task 5				\$	310.00	\$	650.00	\$	582.63	7.00	\$	1,542.63
Task 6 Description: Household Hazardous	Waste A	Annual Ref	resher Trainin	g Duli	uth (Date T	BD 2	017, 2018).	100				
Project Management and Training			7.00		2.00		5.00	Mag		7.00	\$	960.00
Travel to Site (Round Trip)	\$	130.00	5.00			1		\$	650.00		\$	650.00
Mileage	\$	0.555	304.00					\$	168.72		\$	168.72
Hotel								\$				
Meals (3)	\$	36.00	1.00					\$	36.00		\$	36.00
Total Task 6				\$	310.00	\$	650.00	\$	854.72	7.00	\$	1,814.72
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Task 7 Description: Household Hazardous	Waste A	nnual Ref		g Bag		BD 2		200		7.00	•	262.00
Project Management and Training		400.00	7.00	1000	2.00		5.00		005.00	7.00	\$	960.00
Travel to Site	\$	130.00	2.50	1				\$	325.00		\$	325.00
Mileage	\$	0.575	135.00					\$	77.63		\$	77.63
Hotel	\$	160.00	1.00					\$	160.00		\$	160.00
Meals (2)		\$20.00	1.00			Trees.		\$	20.00		\$	20.00
Total Task 7				\$		\$		\$	582.63	7.00	\$	1,542.63
Task 8 Description: Household Hazardous	Waste II	nitial 3-day	Training -Will	mar, I	MN- Date T	BD 2						
Project Management and Training			22.00		2.00		20.00			22.00	\$	2,910.00
Travel to Site (Round Trip)	\$	130.00	4.50					\$	585.00		\$	585.00
Mileage	\$	0.575	204.00	200				\$	117.30		\$	117.30
Hotel	\$	160.00	3.00	0.1				\$	480.00		\$	480.00
Meals (9)	\$	108.00	1.00					\$	108.00		\$	108.00
				lundi.					79 2 miles			
Total Task 8				\$	620.00	\$	13,000.00	\$	1,290.30	22.00	\$	4,200.30
Task 9 Description: Household Hazardous scheduled	Waste A	nnual Refi	esher Make-u	o Sno	w Replace	ment	Training Da	ate T	DB (if neede	ed)- event to be h		ty location as originally
Project Management and Training	3 1										\$	
Travel to Site (Round Trip)											\$	
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Travel & mileage already budgeted in above amounts.				ile;				\$			\$	
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Total Task 9						\$		\$	-	0.00	\$	•
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Total Cost Proposal				\$4	2,400.00	\$	3,900.00	Þ	5,216.55	0.00	D D	10,130.85



Yearly Fees

### **Minnesota Pollution Control Agency Director's Contract Report**

Swift Contract Number:

000000000000000000111628

MPCA Contract Routing (CR) Number: 8590

T-Number:

### **Project Summary**

Start Date: July 1, 2016

Expiration Date: June 30, 2018

Contract Title: Health and Safety - FY17-18

Contract Type: Interagency Agreement

### **Staff Information**

Contract Specialist: Turner, Geneva

651/757-2243

Fiscal Coordinator: Carroll, Linda

651/757-2263

Contract Manager: Binsfeld, Sonda

651/757-2055

Contract Supervisor: Austrian, Kim L

651/757-2207

Division: OD

Section:

Program:

### Vendor Information

Contractor: Minnesota Safety Council

**Contractor Contact:** 

Contractor E-Mail:

Address 1: 474 Concordia Ave.

MAPS Vendor Number:

Address 2:

Phone:

City Name: St. Paul

State: MN

Zip: 55103-

# Minnesota Pollution Control Agency Director's Contract Report

Swift Contract Number:

000000000000000000111628 MPCA Contract Routing (CR) Number: 8590

T-Number:

### Comments

Total Amount of Contract: \$108,000.00						
Original Contract \$108,000.00	Funding Start	Funding End	Allotted Amount	Fiscal Year	_	Perf Rating
	7/1/2016	6/30/2017	\$16,136.85	2017	No	
Allotment # 2800 R3233011 R32C101	- · · · · · · · · · · · · · · · · · · ·					
	7/1/2016	6/30/2017	\$37,400.00	2017	No	
Allotment # 2001 R3239685 R32P107			· · <u></u> ·······			
	7/1/2017	6/30/2018	\$16,136.85	2018	No	<del></del>
Allotment # 2800 R3233011 R32C101						
	7/1/2017	6/30/2018	\$37,400.00	2018	No	
Allotment # 2001 R3239685 R32P107	· <u></u>		· —			