

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Office of the Commissioner

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Alcohol and Gambling Enforcement
Bureau of Criminal Apprehension
Driver and Vehicle Services
Emergency Communication Networks
Homeland Security and Emergency Management
Minnesota State Patrol
Office of Communications
Office of Justice Programs
Office of Pipeline Safety
Office of Traffic Safety
State Fire Marshal

October 24, 2018

Sen. Scott J. Newman, Chair
Senate Transportation Finance and Policy
3105 Minnesota Senate Bldg.
St. Paul, MN 55155

Rep. Paul Torkelson, Chair
House Transportation Finance
381 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St Paul, MN 55155

Sen. D. Scott Dibble, Minority Lead
Senate Transportation Finance and Policy
2213 Minnesota Senate Bldg.
St. Paul, MN 55155

Rep. Frank Hornstein, Minority Lead
House Transportation Finance
243 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St Paul, MN 55155

Sen. Warren Limmer, Chair
Senate Judiciary and Public Safety
Finance and Policy
3221 Minnesota Senate Bldg.
St. Paul, MN 55155

Rep. Brian Johnson, Chair
House Public Safety and Security Policy
and Finance
359 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St Paul, MN 55155

Sen. Ron Latz, Minority Lead
Senate Judiciary and Public Safety
Finance and Policy
2215 Minnesota Senate Bldg.
St. Paul, MN 55155

Rep. Debra Hilstrom, Minority Lead
House Public Safety and Security Policy
and Finance
245 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St Paul, MN 55155

Dear Sens. Newman, Dibble, Limmer and Latz; and Reps. Torkelson, Hornstein, Johnson and Hilstrom:

Minn. Stat. § 15.0395 provides that state agencies must report annually to the chairs and ranking minority members of the legislative committees with jurisdiction over their budgets on the following:

- Interagency or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value is more than \$100,000 in the previous fiscal year.
- Transfers of appropriations between accounts within or between agencies if the cumulative amount is more than \$100,000 in the previous fiscal year.

- Copies of each agreement.

In fiscal year 2018, the Department of Public Safety (DPS) had 23 interagency and service-level agreements with a cumulative value of more than \$100,000, for a total amount of \$107,562,154. These agreements were made with the Attorney General's Office and the Departments of Human Services, Military Affairs, Natural Resources, Corrections, Transportation, Administration and Minnesota IT Services. Attached please find a spreadsheet entitled, "FY 2018 Interagency Agreements and Service-Level Agreements," which lists the agreements DPS has in FY 2018. This document provides details about the agreements, including the agency, amount, legal authority, purpose, effective date and duration.

In fiscal year 2018, DPS had 118 transfers with a cumulative value of more than \$100,000, totaling \$337,093,096.63. Attached please find a spreadsheet entitled, "FY 2018 Transfers," which lists the transfers of appropriations between accounts within DPS and with other agencies. This document provides details about the transfers, including the agency, amounts, appropriation ID, fund, purpose and legal authority.

I hope this information is helpful to you. Please let me know if you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads "Ramona L. Dohman". The signature is written in a cursive style with a large initial "R".

Ramona L. Dohman, Commissioner

Attachments

Department of Public Safety

FY 2018 Interagency Agreements and Service Level Agreements

October 15, 2018

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
AGO	\$ 762,500	M.S. 8.15	For Legal Services	7/1/2017	FY 2019
DHS	\$ 244,443	M.S. 471.59, M.S. 16C.05	DHS will perform multiple services for DPS including motor Vehicle payment receipts and registration stubs.	7/1/2017	FY 2018
DMA	\$ 172,406	M.S. 471.59, M.S. 16C.05	Use of grounds and facilities at Camp Ripley for training	7/22/2013	FY 2019
DMA	\$ 706,000	M.S. 471.59, M.S. 16C.05	Use of grounds and facilities at Camp Ripley for training	7/1/2017	FY 2019
DNR	\$ 1,370,010	M.S. 471.59, M.S. 16C.05	DPS provides Radio Communication Dispatch services to the DNR	7/1/2015	FY 2019
DNR	\$ 285,781	M.S. 471.59, M.S. 16C.05	DNR will host fire leadership training events	1/1/2016	FY 2019
DOC	\$ 384,000	M.S. 16C.05, M.S. 244.052 - 244.053	DPS will provide funding support to DOC to perform multiple programs	7/1/2015	FY 2019
DOC	\$ 297,405	M.S. 471.59, M.S. 16C.05	Manage SAVIN grant, Coordinate training	2/10/2017	FY 2018
DOC	\$ 295,200	M.S. 471.59, M.S. 299C.46, M.S. 16C.05	Access to BCA's Minnesota Criminal Justice Data Communication Network and other systems the Agency is authorized by law to access via CJDN	6/15/2018	FY 2023
DOC	\$ 295,200	M.S. 471.59, M.S. 299C.46, M.S. 16C.05	Access to BCA's Minnesota Criminal Justice Data Communication Network and other systems the Agency is authorized by law to access via CJDN	4/1/2013	FY 2018
DOC	\$ 9,316,699	M.S. 471.59, M.S. 16C.05	For MINNCOR to manufacture and design of license plates and registration stickers	7/1/2018	FY 2023
DOC	\$ 1,361,000	M.S. 471.59, M.S. 16C.05	For MINNCOR to manufacture and design of license plates and registration stickers	7/1/2016	FY 2018
DOT	\$ 107,999	M.S. 174.02	For DPS to lease space at MnDot's Detroit Lakes Office	7/1/2015	FY 2020
DOT	\$ 4,259,269	M.S. 174.02, M.S. 471.59,	For DPS to lease space at MnDot's facilities	4/2/2014	FY 2019
DOT	\$ 124,155	M.S. 174.02	Leased space in the MnDOT Mankato District Headquarters Facility	10/1/2015	FY 2021
DOT	\$ 15,359,167	M.S. 403.36	Procurement of Hardware and Software for ARMER	12/22/2015	FY 2021
DOT	\$ 5,096,487	M.S. 471.59, M.S. 16C.05	MNPass Enforcement Team	1/12/2016	FY 2020
Admin, DOT	\$ 985,133	M.S. 16B.24	Lease of Plymouth Exam property for driver vehicle testing and other activities	7/1/2011	FY 2020
Admin	\$ 304,381	M.S. 16B.24	Lease of space Administration 50 Sherburne Avenue	7/1/2017	FY 2019
Admin	\$ 7,814,996	M.S. 16B.24	Lease of space BCA 1430 Maryland Avenue	7/1/2017	FY 2019
Admin	\$ 150,000	M.S. 471.59, M.S. 16C.05	For production and processing of postcards for DPS	7/1/2017	FY 2019
MnIT	\$ 1,025,600	M.S. 16.05	DPS participation in the State/County Collaboration Program (SCCP)	7/1/2017	FY 2019
MnIT	\$ 56,844,323	2011 Minn. Session Law 1st Special Session, Chapter 10, Article 4, M.S. 16E.016	DPS service level agreement with MnIT (See MNIT's copy of SLA template for reference)	7/1/2012	FY 2018
Total	\$ 107,562,154				

Department of Public Safety
 FY 2018 Transfers
 October 15, 2018

TRANSFER FROM					TRANSFER TO						Purpose of Transfer	Legal Authority for Transfer
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount			
DPS	Special Revenue	P071302	Non-Federal Ind Costs	\$ (17,896.00)	MN Management & Budget	Other Misc Special Revenue	G100102	Statewide Executive Recruiter	\$ 17,896.00	Exec Recruiter IA agreement	MS 43A.09 & MS 471.59	
DPS	Special Revenue	P0791A2	Alcohol Enforcement 2AM Permit	\$ (500,000.00)	MMB Non-	General Funds	G9R0016	Misc Cancellation Pr Yr	\$ 500,000.00	per session laws-transfer to general fund	17 095 01 011 006	
DPS	Special Revenue	P077062	Dwi Reinstatement-Sp Rev	\$ (7,749,300.00)	MMB Non-	General Funds	G9R0017	Misc Cancellation Pr Oth	\$ 7,749,300.00	Per statute-transfer to general fund for remote	MS 171.29 2D	
DPS	Special Revenue	P077082	Dwi Reinstatement 1st Half+25	\$ (128,440.00)	MMB Non-	General Funds	G9R0017	Misc Cancellation Pr Oth	\$ 128,440.00	Per statute-transfer to general fund for remote	MS 171.29 2F	
DPS	911 Funds	P079669	ARMER Debt Service	\$ (23,261,000.00)	MMB Non-	911 Revenue Bond Debt	G9R0062	911 Revenue Bond Debt Service	\$ 23,261,000.00	Per statute - transfer to MMB ARMER Debt Service	MS 403.275	
DPS	Special Revenue	P077062	Dwi Reinstatement-Sp Rev	\$ (1,019,650.00)	Health Department	Special Revenue	H12219B	Brain Injry/Trauma Rgstry	\$ 1,019,650.00	To promote the development, support programs, and professional awareness to the public, families, and persons with traumatic brain injury.	MS 171.29 2C	
DPS	Special Revenue	P077082	Dwi Reinstatement 1st Half+25	\$ (16,900.00)	Health Department	Special Revenue	H12219B	Brain Injry/Trauma Rgstry	\$ 16,900.00	To promote the development, support programs, and professional awareness to the public, families, and persons with traumatic brain injury.	MS 171.29 2F	
DPS	Special Revenue	P077132	Support Our Troops	\$ (558,448.71)	Veterans Affairs Dept.	Special Revenue	H751SOT	Support Out Troops	\$ 558,448.71	To fund grants directly to eligible individuals or to eligible foundations for the purpose of making grants to eligible individuals	MS 190 19 2A	
DPS	911 Funds	P079659	Medical Resource Communication	\$ (614,700.00)	Emergency Medical Services Bd	Other Misc Special Revenue	H752200	Med Resource Communication Ctr	\$ 614,700.00	transfer from MN Emergency Medical Services Regulatory Board to Medical Resource	17 095 01 011 08B	
DPS	911 Funds	P079659	Medical Resource Communication	\$ (68,300.00)	Emergency Medical Services Bd	Other Misc Special Revenue	H752222	Med Resource Commun Admin	\$ 68,300.00	transfer from MN Emergency Medical Services Regulatory Board to Medical Resource	17 095 01 011 08B	
DPS	Special Revenue	P077102	VEHICLE Serv. Control Acct	\$ (100,000.00)	Legislative Auditor	Special Revenue	L497000	MNLARS Assessment	\$ 100,000.00	Info tech auditor position per session law	18 101 001 02	
DPS	Special Revenue	P077132	Support Our Troops	\$ (558,878.72)	Military Affairs	Special Revenue	P012201	Support Our Troops	\$ 558,878.72	Grants directly to eligible individuals or to eligible	MS 190 19 2A	
DPS	Special Revenue	P079222	Motorcycle Safety	\$ (180,000.00)	DPS	Special Revenue	P071112	Motorcycle Safety Account	\$ 180,000.00	Funds to promote Motorcycle Safety	MS 171.06 02a	
DPS	Special Revenue	P074012	Fire Safety Account	\$ (850,000.00)	DPS	Special Revenue	P072002	Haz Mat & Chemical Assessment	\$ 850,000.00	HSEM-Hazardous Materials & Chem Teams	17 095 01 011 02a	
DPS	General Fund	P072001	Emergency Mgmt - Genl Fund	\$ (296,000.00)	DPS	General Funds	P072021	Emergency Response-EPCRA	\$ 296,000.00	To fund HSEM General Appropriations	17 095 01 011 003	
DPS	General Fund	G9R0190	Contingency Trans GF-Disaster	\$ (10,000,000.00)	DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ 10,000,000.00	Disaster contingency transfer	17 095 01 015 000	
DPS	Special Revenue	P072062	2016-SD-006 6.14-18.16 BE/Nic	\$ (274,407.69)	DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ 274,407.69	return unused funds to contingency acct	MS 16A.28	
DPS	General Fund	P072341	DR4009 Public Assistance Match	\$ (990,267.46)	DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ 990,267.46	return unused funds to contingency acct	MS 16A.28	
DPS	General Fund	P072441	DR4131 PUBLIC ASSISTANCE	\$ (601,805.60)	DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ 601,805.60	return unused funds to contingency acct	MS 16A.28	
DPS	General Fund	P072001	Emergency Mgmt - Genl Fund	\$ (1,250,000.00)	DPS	General Funds	P0720R1	Roseau County Repairs	\$ 1,250,000.00	Roseau county disaster	17 095 01 011 003b	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (19,019.48)	DPS	Special Revenue	P072112	2016-SD-008 7.9-11.16 Sev Strm	\$ 19,019.48	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (14,383.41)	DPS	Special Revenue	P072122	2016-SD-009 7.16.16 Strms&Wnd	\$ 14,383.41	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (374,421.31)	DPS	Special Revenue	P072132	2016-SD-010 Severe Storms & Wi	\$ 374,421.31	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (37,073.67)	DPS	Special Revenue	P072182	2017-SD-015 KittsonFld 3.27.17	\$ 37,073.67	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (436,118.85)	DPS	Special Revenue	P072192	2017-SD-014 She&FreCoTor3.6.17	\$ 436,118.85	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (52,301.73)	DPS	Special Revenue	P072202	2017-SD-016 SevWethr 6.13.17	\$ 52,301.73	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (143,018.11)	DPS	Special Revenue	P072242	2017-SD-017 SevStrmWin 6.28.17	\$ 143,018.11	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (536,638.00)	DPS	Special Revenue	P072252	2017-SD-018 AnokaCoStrm 6.11.17	\$ 536,638.00	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (702,143.57)	DPS	Special Revenue	P072272	2017-SD-019MulgCoStrm 7.11.17	\$ 702,143.57	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (88,703.00)	DPS	Special Revenue	P072282	2017-SD-020cLRWTRCoSTRM7.21.17	\$ 88,703.00	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (704,177.59)	DPS	Special Revenue	P072292	2017-SD-021Red&RenCoStm8.16.17	\$ 704,177.59	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (305,898.06)	DPS	Special Revenue	P072332	2017-SD-022 Cas&CrwStrm9.20.17	\$ 305,898.06	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (303,393.14)	DPS	Special Revenue	P072342	2017-SD-023 Ren&RedStm 10.2.17	\$ 303,393.14	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (2,198,418.00)	DPS	Special Revenue	P072352	2017-SD-024 WntrStrm&Wnd StLCo	\$ 2,198,418.00	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (1,116,519.00)	DPS	Special Revenue	P072362	2018-SD-025 N/R/Stl wtrStrFlod	\$ 1,116,519.00	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (208,338.85)	DPS	Special Revenue	P072372	2018-SD-026 N/R/Stl wtrStrFlod	\$ 208,338.85	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (2,354.96)	DPS	Special Revenue	P072442	DR4131 PUBLIC ASSISTANCE MATCH	\$ 2,354.96	To State disaster operating acct	MS 12.221 6	
DPS	Special Revenue	P0720C2	Disaster Asst. Cont. Acct-DACA	\$ (1,205.03)	DPS	Special Revenue	P072842	DR1921 Public Assist Spec Rev	\$ 1,205.03	To State disaster operating acct	MS 12.221 6	
DPS	General Fund	P072001	Emergency Mgmt - Genl Fund	\$ (160,000.00)	DPS	General Funds	P072911	Bomb Disposal Reimbursement	\$ 160,000.00	To fund HSEM General Appropriations	17 095 01 011 003	
DPS	Special Revenue	P074012	Fire Safety Account	\$ (675,000.00)	DPS	Special Revenue	P072R2T	Emergency Response Teams	\$ 675,000.00	HSEM-Emergency Response Teams	17 095 01 011 02b	
DPS	General Fund	P072001	Emergency Mgmt - Genl Fund	\$ (405,000.00)	DPS	General Funds	P0725S1	HSEM School Safety Genl Fund	\$ 405,000.00	To fund HSEM General Appropriations	17 095 01 001 003	
DPS	General Fund	P072001	Emergency Mgmt - Genl Fund	\$ (150,000.00)	DPS	General Funds	P072U81	Supp NonProfit Security Grants	\$ 150,000.00	To fund HSEM General Appropriations	17 095 01 001 003	
DPS	Special Revenue	P077062	Dwi Reinstatement-Sp Rev	\$ (331,966.39)	DPS	Special Revenue	P073052	Bca Acct-Forensic Lab	\$ 331,966.39	To Fund Forensic Lab Cost	171 29 2(3)	
DPS	Special Revenue	P077082	Dwi Reinstatement 1st Half+25	\$ (5,418.24)	DPS	Special Revenue	P073052	Bca Acct-Forensic Lab	\$ 5,418.24	To Fund Forensic Lab Cost	171 29 2(3)	
DPS	Special Revenue	P077062	Dwi Reinstatement-Sp Rev	\$ (63,938.57)	DPS	Special Revenue	P073082	Bca Acct-Confidential Fund	\$ 63,938.57	To Fund undercover buys; and for witness and	171 29 2(3)	
DPS	Special Revenue	P077082	Dwi Reinstatement 1st Half+25	\$ (1,354.56)	DPS	Special Revenue	P073082	Bca Acct-Confidential Fund	\$ 1,354.56	To Fund undercover buys; and for witness and	171 29 2(3)	
DPS	General Fund	P073001	Criminal Apprehension-Gf	\$ (12,202,890.00)	DPS	General Funds	P073101	BCA Laboratory Gf	\$ 12,202,890.00	To fund BCA General Appropriations	17 095 01 011 003	
DPS	General Fund	P073001	Criminal Apprehension-Gf	\$ (14,114,050.00)	DPS	General Funds	P073201	BCA Mn Justice Information Sys	\$ 14,114,050.00	To fund BCA General Appropriations	17 095 01 011 003	
DPS	General Fund	P073171	Invest Initiatives Lab	\$ (250,000.00)	DPS	General Funds	P073271	Invest Init CHS Maintenance	\$ 250,000.00	To fund BCA Investment Initiatives	17 095 01 011 03C	
DPS	General Fund	P073001	Criminal Apprehension-Gf	\$ (14,824,060.00)	DPS	General Funds	P073301	BCA Criminal Investigations Gf	\$ 14,824,060.00	To fund BCA General Appropriations	17 095 01 011 003	
DPS	Special Revenue	P075052	DPS Motor Vehicle Account MSP	\$ (473,756.95)	DPS	Special Revenue	P073302	DPS Motor Vehicle Account BCA	\$ 473,756.95	transfer of collected MV fees to BCA	MS 168A.29 1 5B	
DPS	General Fund	P073171	Invest Initiatives Lab	\$ (681,000.00)	DPS	General Funds	P073341	Invest Initiative Gen Investig	\$ 681,000.00	To fund BCA Investment Initiatives	17 095 01 011 03C	
DPS	General Fund	P073001	Criminal Apprehension-Gf	\$ (304,000.00)	DPS	General Funds	P073391	Initial Criminal Crimes Task Force	\$ 304,000.00	To fund BCA General Appropriations	17 095 01 011 003	
DPS	General Fund	P073001	Criminal Apprehension-Gf	\$ (696,000.00)	DPS	General Funds	P073401	Police Training & Development	\$ 696,000.00	To fund BCA General Appropriations	17 095 01 011 003	
DPS	General Fund	P073001	Criminal Apprehension-Gf	\$ (6,598,000.00)	DPS	General Funds	P073501	Criminal Apprehension Support	\$ 6,598,000.00	To fund BCA General Appropriations	17 095 01 011 003	
DPS	General Fund	P073001	Criminal Apprehension-Gf	\$ (153,000.00)	DPS	General Funds	P073651	Bca Overtime	\$ 153,000.00	To fund BCA General Appropriations	17 095 01 011 003	

SECTION 21: INTERAGENCY, JOINT POWERS AGREEMENTS, AND THE UNIVERSITY OF MINNESOTA

Interagency Agreements vs. Joint Powers Agreements

Interagency agreements are between two or more state agencies, while joint powers agreements are between two or more governmental units (See the section on Joint Powers Agreements for the statutory definition of governmental units).

Interagency Agreements

Interagency Agreements are arrangements between state agencies to share resources, do work for each other, share work, etc., to make the best use of state resources. Although these arrangements can take many forms, they are considered agreements. If they are not handled as an agreement, serious problems can and have resulted. MMD's purpose in defining these requirements and highlighting critical points that need to be covered is not to inhibit the sharing of state resources but to ensure that it is done correctly.

The authority of state agencies to enter into agreements between themselves is, in most cases, not clearly defined. Some state agencies have specific statutory authority to enter into these agreements (the Department of Children, Families and Learning, for instance). Most state agencies do not have specific authority, but their authority is defined in the *Joint Powers Act*, which is Minn. Stat. §471.59.

The differences between interagency agreements and professional/technical service contracts are highlighted below.

A Certification Form DOES NOT have to be submitted when entering into an interagency agreement regardless of the total dollar value of the agreement. By its nature, an interagency agreement is using state resources to accomplish the task, so none of the requirements for a certification exist.

The form of the agreement is probably less important than what it includes. Some agencies have developed detailed internal format requirements for interagency agreements, and these should be followed. Other agencies may want to use the format provided below. In either case, the agreement is a contract and should be processed as a contract.

A special clause on workers' compensation is not required because state agencies must already comply with the statute.

A liability clause is included in the contract form. The form states that "each party will be responsible for its own acts." Agencies need to make a purposeful decision on whether to use it. While all state agencies might appear to be a single entity, in fact they are not. Each agency has its own budget and, commonly, its unique and special sources of funds. Therefore, in cases where the liability is high, it is in the best interest of both the paying and performing agency to specifically

define who is liable for what, and when. It is extremely difficult to define *high risk*.

An indemnification clause IS NOT included in the model because one state agency cannot indemnify and hold harmless another state agency.

A clause on Data Practices, Ownership of Materials and Intellectual Property is included. There are different data practices requirements for different agencies and these differences need to be specifically identified and any special requirements spelled out. The decision to leave in the ownerships of materials and intellectual property provisions will depend on the funding source and your agency's internal policies. These can be complex questions.

Finally, on the signature page you will notice that there are only two signatures required. The Attorney General's Office and the Department of Administration do not approve these contracts.

Sample Interagency Agreement

The Sample Interagency Agreement form is available on the MMD website at:



<http://www.mmd.admin.state.mn.us/pdf/interagency.pdf>

<http://www.mmd.admin.state.mn.us/doc/interagency.doc>

Joint Powers Agreements

Joint powers agreements are contracts with other governmental units. Governmental Units includes “every city, county, town, school district, independent nonprofit firefighting corporation, other political subdivision of this or another state, another state, federally recognized Indian tribe, the University of Minnesota, the Minnesota Historical Society, nonprofit hospitals licensed under sections [144.50](#) to [144.56](#), rehabilitation facilities and extended employment providers that are certified by the commissioner of employment and economic development, day training and habilitation services licensed under sections [245B.01 to 245B.08](#), and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy-making and appropriating authority.” [Minn. Stat. § 471.59, subd. 1](#). If you have any questions, you should always check with your assistant attorney general BEFORE proceeding.

A joint powers agreement is an arrangement between a state agency and another governmental unit to share resources, do work for each other, share work, etc. Although these arrangements can take many forms, they are considered agreements. If they are not handled as agreements, serious problems can result.

MMD's purpose in defining these requirements and highlighting critical points that need to be covered is not to inhibit the sharing of governmental resources but to ensure that it is done correctly.

BEFORE you enter into discussions that might lead to a joint powers agreement you need to make sure that you have considered several points. Namely, that there is no state agency that can provide

the service.

Under what authority are you seeking to create a joint powers agreement? Unless you have specific, unique statutory authority, there is a critical distinction in law. [Minn. Stat. §471.59](#), subdivision 10, specifically limits the service/tasks that can be performed. It says, *any service or function which the governmental unit providing the service or function is authorized to provide for itself*. While this is not a major issue in all cases, there are instances where a governmental entity's authority is not as broad as that of a state agency and, therefore, this limitation might come into play. Check with your assistant attorney general BEFORE you start the process if you are not certain about the issue of statutory authority.

Are you seeking a service or performance of a task that could be done by more than one governmental entity? If so, you need to consider using a Request for Proposal (RFP), or some other structured mechanism, to announce your need for the service/task, evaluate responses, and make a decision. If you are using state resources, there is an expectation that they will be used equitably and fairly. The use of a formal RFP helps in ensuring equity and fairness. You DO NOT need to announce it in the *State Register*, though that is a way of ensuring equity and fairness. You should, however, send the RFP to every governmental entity that may be able to perform the service/task you need.

The requirement for ensuring every governmental entity access to a potential agreement is especially true of grants made to governmental entities.

The question posed above in dealing with RFPs is not, "we need work done at several different locations." If you have work that needs to be done in several geographically different locations, and there is only one governmental entity in each location that can perform that task, you have a requirement for several joint powers agreements.

Prepayment to Federal Government

*Note: Pursuant to [Minn. Stat. § 16C.081](#), when required by the **federal** agency entering into an intergovernmental contract, an agency may negotiate contract terms providing for full or partial prepayment to a **federal** agency before work is performed.*

Joint Powers Agreements for Professional/Technical Services

If you want to contract with a governmental unit to perform or provide professional/technical services, you should follow the professional/technical contracting procedures discussed in Sections 9 through 15 of this manual. The only difference is that you should indicate that your authority for entering into the contract is also [Minn. Stat. § 471.59](#).

The following is a sample of how you would modify the Recitals section of the professional/technical services contract form to show that you are contracting with a governmental unit for these types of services:

Recitals

1. Under Minn. Stat. §§ 15.061 and 471.59 the State is empowered to engage such assistance as deemed necessary.
 2. The State is in need of [ADD BRIEF NARRATIVE OF THE PURPOSE OF THE CONTRACT].
 3. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.
-

A Certification Form MUST BE submitted and approved BEFORE proceeding with a joint powers agreement that exceeds \$25,000. A primary purpose of the certification is to document your efforts to ensure that there are no state employees who could perform the services required and to document your efforts to make all governmental entities who might potentially respond aware of your need for a service or to accomplish a task. If there is ONLY ONE governmental entity that can legally provide the service or perform the task, there is no need to make an effort to consider other governmental entities responses -- just make that clear on the Certification Form. In circumstances where the services proposed to be performed for the state agency involve services that are commonly available through multiple government entities such as training or research services, submit a single source request along with the Certification Form if you believe you must contract with a specific governmental unit. This will allow for the appropriate level of detail to be relayed to facilitate the review process.

Developing an RFP and carefully evaluating the responses you receive is an exercise of fair and open competition. You should have very good reasons why you have not chosen this process when awarding a joint powers agreement. Your decision about what governmental entity to award a joint powers agreement to is no less subject to the open, public, level playing field concepts.

Contract Clauses

An indemnification clause is included in the model agreement. If the governmental unit objects, agencies should make a decision to use the modified version only after consultation with their agency contract coordinator and their assistant attorney general.

No affirmative action clause is included in the model. Minnesota cities and counties were encouraged by the law to obtain a certificate of compliance but one is not required. If your joint powers agreement is with a governmental entity other than a city or county, you should include the standard Affirmative Action language in the agreement.

Data practices, ownership of copyright and documents or rights to a patent, are not addressed in the model agreement, because if these are generally issues only when you are hiring the governmental unit for professional/technical services. In that case you should use the professional/technical contract form.

Sample Joint Powers Agreement

The Sample Joint Powers Agreement form can be found at:



<http://www.mmd.admin.state.mn.us/pdf/jointpowersagreement.pdf>

<http://www.mmd.admin.state.mn.us/doc/jointpowersagreement.doc>

University of Minnesota

Do not use the Interagency Agreement or Joint Powers Agreement for University of Minnesota Contracts. The University of Minnesota has its own contract templates that should be used.

University of Minnesota Sample Contract

The University of Minnesota Sample Contract form can be found at:



<http://www.mmd.admin.state.mn.us/pdf/1051ump.pdf>

<http://www.mmd.admin.state.mn.us/doc/1051ump.doc>

University of Minnesota Sample Contract Optional Language

The University of Minnesota Sample Contract Optional Language form can be found at:



<http://www.mmd.admin.state.mn.us/pdf/umpopts1.pdf>

<http://www.mmd.admin.state.mn.us/doc/umpopts1.doc>

Interagency Agreement

State of Minnesota
SWIFT Contract No: 129540
SWIFT Purchase Order No: 3-50069

This agreement is between the Minnesota Departments of Public Safety, Driver and Vehicle Service Division (DPS) and the Minnesota Department of Administration, Facilities Management Divisions (Central Mail).

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, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs First.
2. Scope of Work
 - 2.1. Central Mail will receive print jobs from MN.IT Services (MN.IT) for the production and processing of postcards for DPS. The print jobs will be printed and delivered to the United States Postal Services (USPS) within a timeframe agreed to by both parties.
 - 2.2. Under this agreement, the DPS agrees to reimburse Central Mail for the cost of the printing and processing for mail of all postcards for the DPS.
3. Central Mail's responsibilities include:
 - 3.1. Arranging for the timely delivery of stock from the DPS warehouse to Central Mail.
 - 3.2. Completing the postcard printing jobs by the agreed upon times.
 - 3.3. Assisting with redesign or modifications that are needed throughout the agreement period to ensure compliance to USPS design standards and to achieve the lowest possible postage rates.
 - 3.4. Performing all required address hygiene to achieve the lowest possible postage rates. National Change of Address (NCOA) will be done for the disability and Driver's license renewal postcards.
 - 3.5. Suppressing the printing and mailing of any Disability and Driver's License/Identification Card renewal postcards that are non-Minnesota addresses.
 - 3.6. Track the number of postcards that have been printed within the billing period.
 - 3.7. Provide an exception report of the postcards deemed undeliverable.
 - 3.8. Provide a monthly report that itemizes the volume of each postcard printed for each day.
 - 3.9. Bill DPS monthly with an itemized invoice for the volume of printing completed and production processes, including address hygiene and presort zip code sorting, based on the rates agreed upon in this document.

4. DPS's responsibilities include:
 - 4.1. Defining the print requirement for each job
 - 4.2. Coordinating the timely transmission of the necessary print output files from MN.IT or DPS to Central Mail, to enable the printing of the jobs.
 - 4.3. Providing the preprinted postcard stock.
 - 4.4. Reimbursing Central Mail, upon the receipt of the monthly bill for services provided under this agreement:

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

5. Consideration and Payment

- 5.1. DPS will compensate Central Mail for the printing jobs completed and according to the agreed upon rates in the attached rate sheet, Attachment A, which is hereby attached and incorporated into this agreement. The total obligation of DPS for all compensation and reimbursements to Central Mail is not to exceed \$150,000.00.
- 5.2. Itemized invoices will be billed in arrears, monthly, and within 15 days of the period covered by the invoice for work satisfactorily performed. Final invoices must be received no later than July 30, 2018 and July 30, 2019.

6. Conditions of Payment

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

7. Authorized Representative

- 7.1. DPS's Authorized Representative is Dan Stluka, Driver and Vehicle Services Program Director, 445 Minnesota St, Saint Paul MN 55101 651-201-7598, or his/her successor
- 7.2. Central Mail's Authorized Representative is Catherine Cheesebrow, Central Mail Supervisor, 395 John Ireland Blvd G-60 Saint Paul MN 55155 651-296-3802, or his/her successor.

8. Liability

- 8.1. Each party is responsible for its own acts and behavior and results thereof.

9. Termination

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

1. STATE ENCUMBERANCE VERIFICATION

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

Signed: Raynell Duncan, Acctg. Officer

Date: 8/31/2017

2. Department of Administration

By: Carrie Chesbrow
(with delegated authority)

Title: Supervisor Central Mail

Date: 7-28-17

3. Department of Public Safety

By: Dawn M Olson
(with delegated authority)

Title: Dawn M Olson

Date: 8/31/17

ATTACHMENT A
RATE SHEET

SERVICE	RATE
Setup / Data Import	\$51.00
Address Standardization, CASS, NCOA	\$15.00 per 1,000
Address Application	\$17.50 per 1,000
Presort	\$0.01 per piece

Comments:

1. Setup and Data Import fee is charged once per week, per job
2. Address Standardization, CASS and NCOA are only charged for mail pieces that achieve automation rate.

DEPARTMENTAL LEASE

LESSOR: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as LESSEE) Public Safety	
BUILDING NAME/ADDRESS Administration, 50 Sherburne Avenue	DIVISION/SECTION NAME Capitol Complex Security

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of six thousand five hundred and twenty-five (6,525) square feet of space on the ground, first and third floors, as shown on the plan attached as Exhibit A, comprised of the following:

<u>Level/Suite No.</u>	<u>Square Feet</u>	<u>Use</u>
Ground	6,449	Office
First	69	Office
Third	7	Office
TOTAL	6,525	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2017 and continuing through June 30, 2019.

3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

FY: 18		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
7/1/17 - 6/30/18	Ground	6,449		\$22.75		\$12,226.23	\$36,678.69	\$146,714.76
	First	69		\$22.75		\$130.81	\$392.43	\$1,569.72
	Third	7		\$22.75		\$13.27	\$39.81	\$159.24
TOTAL		6,525				\$12,370.31	\$37,110.93	\$148,443.72

FY: 19		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
7/1/18 - 6/30/19	Ground	6,449		\$23.90		\$12,844.26	\$38,532.78	\$154,131.12
	First	69		\$23.90		\$137.43	\$412.29	\$1,649.10
	Third	7		\$23.90		\$13.94	\$41.82	\$167.30
TOTAL		6,525				\$12,995.63	\$38,986.89	\$155,947.52

4. **DUTIES OF LESSOR** See Exhibit B.
5. **LESSEE ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
By Susan T. Ebes
REAL ESTATE AND CONSTRUCTION SERVICES
Date 8/11/17

LESSEE:
DEPARTMENT OF PUBLIC SAFETY
By [Signature]
Title CFO
Date 8/11/17

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION
By [Signature]
Title Bus Operations Mgr
Date 8-1-17

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.
By [Signature]
Date 8 August 2017
Contract No. 29384



State of Minnesota

Department of Administration

Real Estate and Construction Services

Administration Building

310124

Notes / Remarks

EY16-EY17 Lease Renewal
5/1/2015

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Ground Floor

G0231010162-GR

Drawn By: I. Prokash

Checked By: C. Bergstrom

Approved By:

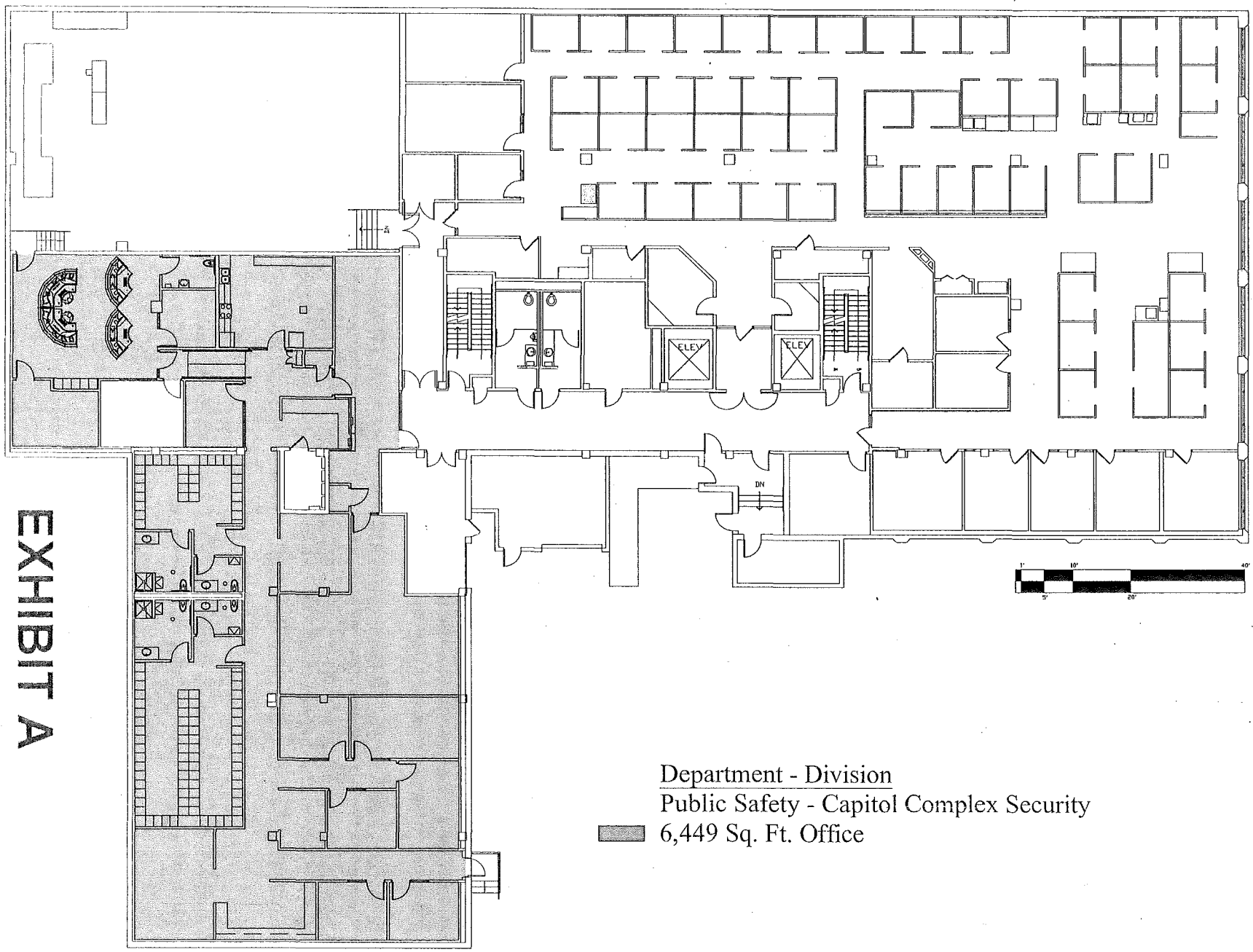
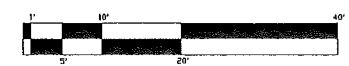
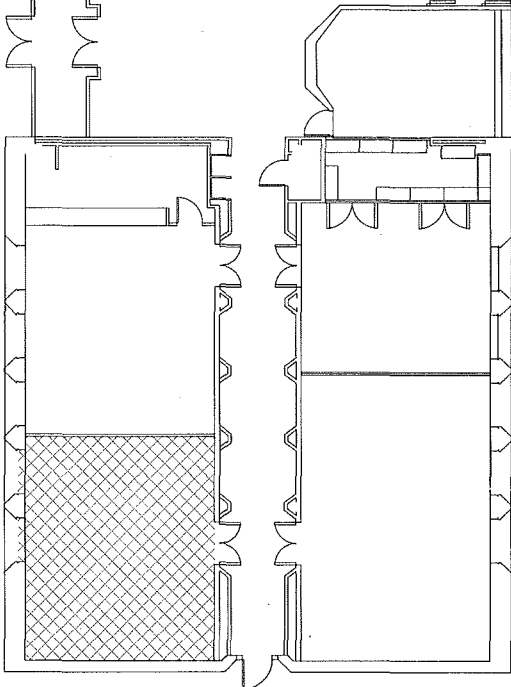
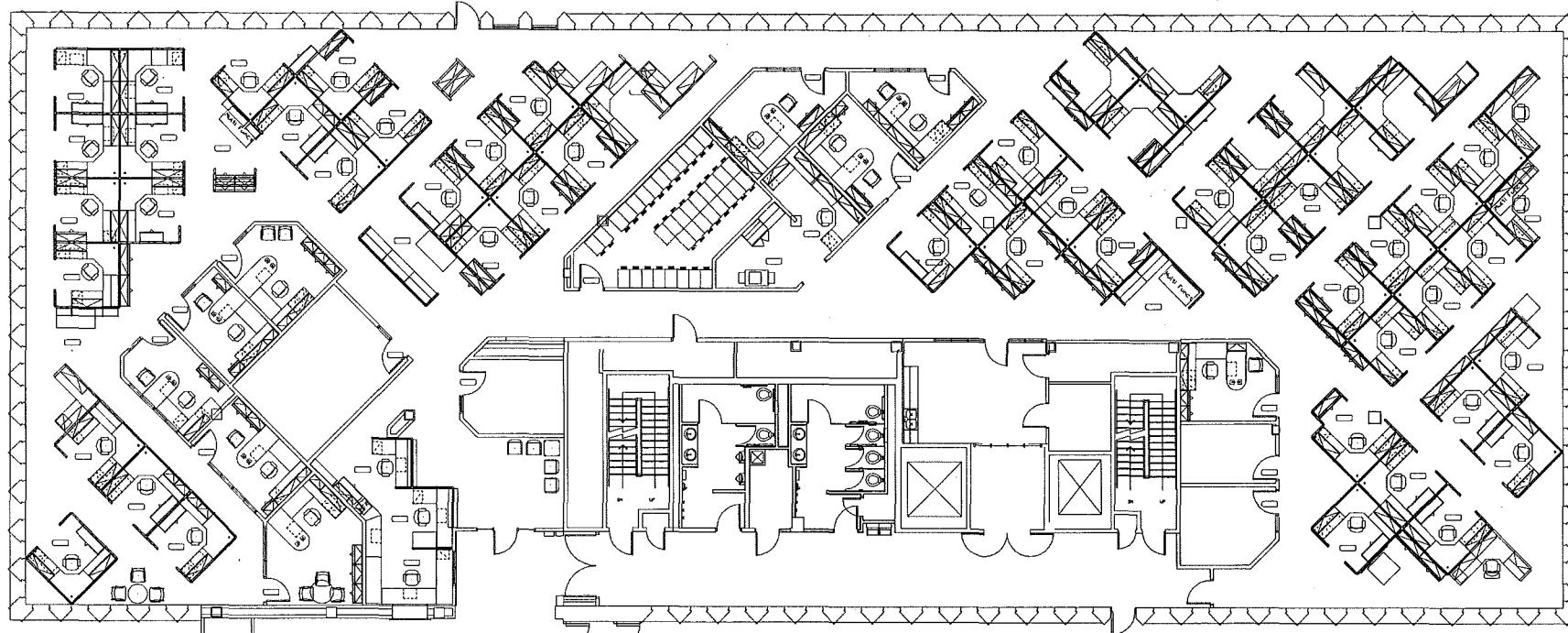


EXHIBIT A

Department - Division
Public Safety - Capitol Complex Security

6,449 Sq. Ft. Office





Department - Division
Public Safety - Capitol Complex Security
69 Sq. Ft. Prorated Portion of Shared
Conference Room 116C



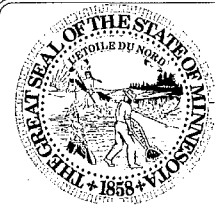
State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Administration
Building
310124

Notes / Remarks
12-15-15 Change Order

First Floor
G0231010162.01

Drawn By: J. Prokash
Checked By: C. Bergstrom
Approved By: _____



State of Minnesota

Department of Administration
Real Estate and Construction Services

Administration Building
310101

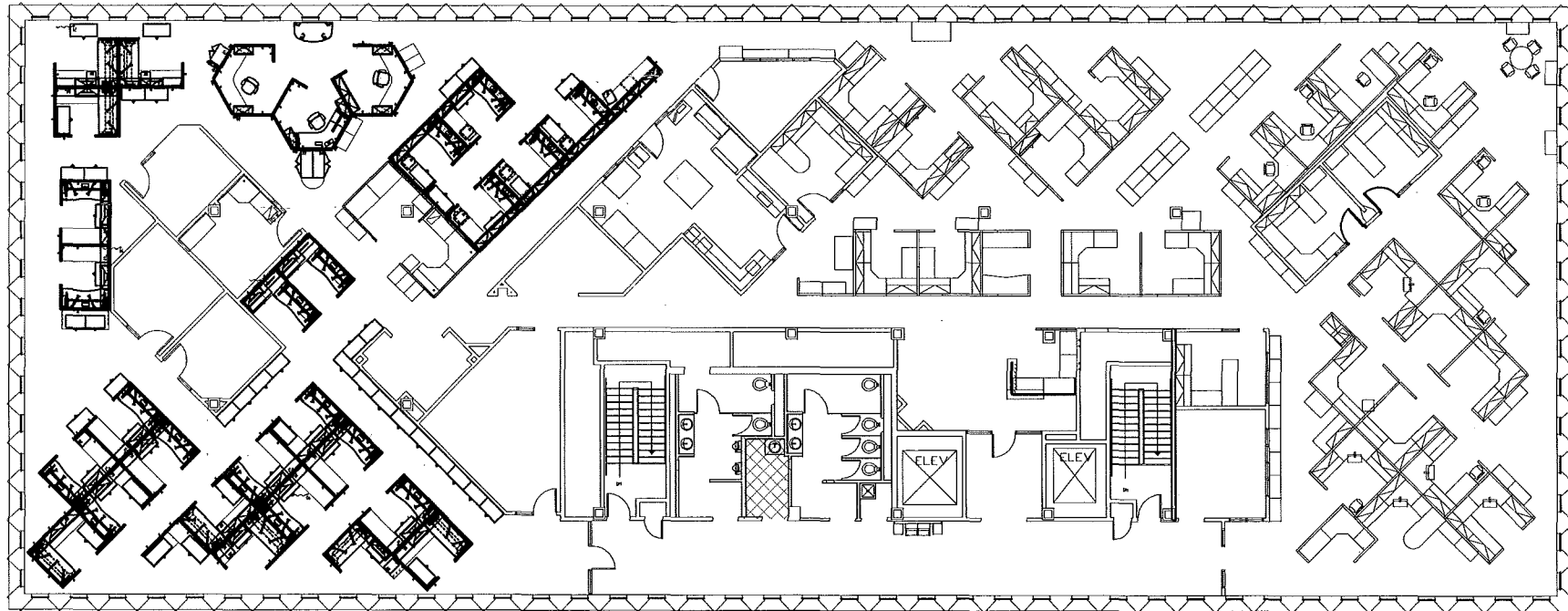


EXHIBIT A

Department - Division
Capitol Complex Security
7 Sq. Ft. Mother's Room

Notes / Remarks
FY16-FY17 Lease Renewal
5/1/2015

Third Floor
G0231010162-03

Drawn By: J. Prokash
Checked By: C. Bergstrom
Approved By:

I. DUTIES OF LANDLORD

A. The Department of Administration, **Facilities Management Division** (hereinafter referred to as LANDLORD) shall be responsible for delivery of consistent, quality services to ensure clean, safe and environmentally sound buildings, grounds and operations by providing the following services:

1. **BUILDING MANAGEMENT SERVICES** LANDLORD shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental, Indoor Air Quality, general office, trash removal, recycling collection services, and integrated pest management related to the building. The Building Manager shall be the contact person for all building-related work and concerns. TENANT should contact 651.201.2300 or check website: www.mn.gov/admin/government/buildings-grounds for more information. Terms and conditions in items a-f apply only when specific funds have not been appropriated for this purpose.
 - a. **Construction, Remodeling and Renovation Work** LANDLORD shall inform TENANT in advance and in writing of construction, remodeling or renovation work.
 - b. **Carpet Replacement** LANDLORD shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Carpet deemed unsafe by LANDLORD shall be repaired or replaced. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LANDLORD. Selection by TENANT shall be made from LANDLORD sample selections. If TENANT desires carpet and LANDLORD does not have funding available, TENANT has the option of funding the purchase. LANDLORD will contract, install and invoice TENANT. Colors and quality selection must be approved in advance and in writing by LANDLORD to ensure durability, maintainability and uniformity.
 - c. **Interior Decoration** LANDLORD shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of twelve (12) years under normal use. LANDLORD financial obligation shall not exceed contract amount. Selection shall be made by TENANT from LANDLORD sample selections. If TENANT desires a different type of wall treatment, different color or quality of paint, LANDLORD will contract and invoice TENANT. LANDLORD shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability, design integrity, and uniformity.
 - d. **Window Treatments** LANDLORD shall repair or replace building exterior envelope window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and other building priorities. Window treatments are expected to have a minimum useful life of twenty (20) years. The determination is to be made at the discretion of LANDLORD. Exterior envelope window treatments will be selected from the State Contract. If TENANT chooses to select a different exterior envelope window treatment that is not under State Contract, TENANT shall pay the portion above the State Contract rate. If TENANT desires a different type of window treatment and is willing to fund the difference, LANDLORD will contract and invoice the TENANT. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of TENANT and any related costs shall be borne by TENANT.
 - e. **Ceiling Tiles** LANDLORD shall replace damaged or stained ceiling tiles, determined at discretion of LANDLORD.
 - f. **Leased Premises** To make space suitable for new tenants, LANDLORD shall provide the treatments and finishes outlined above dependent upon available funding. LANDLORD shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LANDLORD. LANDLORD shall not fund accommodations or changes to leased premises in order to meet specialized needs, program requirements of TENANT or any other ADA accommodations.
 - g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned and under LANDLORD'S custodial control.

- h. **Grounds Maintenance Services** LANDLORD shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during normal building operating hours.
- i. **Integrated Pest Management Services** LANDLORD shall provide an integrated pest management program for control of rodents and insects within the building. TENANT shall fund any additional pest control services outside of the State Contract. To aide with pest management, TENANT shall keep all food items in sealed containers.
- j. **Keys** All keys for space in state-owned buildings under the custodial control of LANDLORD must be provided by LANDLORD. LANDLORD shall provide two (2) keys for each door with lock hardware within the Leased Premises. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement. LANDLORD may perform key audit every four (4) years.
- k. **Security Services** In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain emergency call stations at exterior locations and in the tunnel systems.
- l. **Signage** LANDLORD shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LANDLORD'S discretion.
- m. **Communication** LANDLORD'S Building Manager or designee shall coordinate with TENANT'S key contact person regarding all Facilities Management managed work scheduled in a building which could affect building operations. LANDLORD shall provide written notice in advance of these events and TENANT shall provide communication to tenants. Reasonable coordination efforts shall be made by LANDLORD with TENANT'S key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. **Insurance** LANDLORD insures the building structure only. Ensuring contents is at the discretion of TENANT.
- o. **Fire Detection, Alarm and Suppression Systems** LANDLORD shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the TENANT.
- p. **Access to LANDLORD Space** LANDLORD shall lock and secure all LANDLORD'S electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms. LANDLORD shall have access to all space in case of emergency.
- q. **Solid Waste** LANDLORD shall remove solid waste from buildings on a daily basis.

2. UTILITY SERVICES

- a. **Heating and Cooling** LANDLORD warrants that the Leased Premises are served by heating and cooling facilities sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use TENANT of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:
 - (i) From October 1 through April 30, between 70.5 degrees and 74.5 degrees. Temperature settings must be lowered to 60°F to 62°F during periods outside of working hours.
 - (ii) From May 1 through September 30, between 72.0 degrees and 76.0 degrees. Temperature

settings will be increased to 85°F during periods outside of working hours.

- (iii) Unless established to the contrary through a pre-approved written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling beyond the established hours of operation or for a normal "office" environment setting use, a written agreement shall be entered into with LANDLORD and the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by LANDLORD for the extended hours of operation.

c. Water/Sewage LANDLORD shall provide the Leased Premises with adequate water and sewage facilities sufficient to serve its design population capacity.

d. Ventilation LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2-2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the TENANT as required by the application and the needs of the system. Unless established to the contrary through a pre-approved written agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.

e. Electrical

- (i) LANDLORD shall provide the Leased Premises with electrical infrastructure it's design population capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. TENANT-owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT'S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of TENANT at TENANT'S cost. All TENANT equipment installation to be approved in accordance with the provisions of this lease with LANDLORD to ensure proper installation of powered equipment. TENANT shall be billed by LANDLORD on a fee-for-service bases based on actual electrical usage for the extended hours of operation or specialized use.
- (ii) LANDLORD shall provide electric power for TENANT. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LANDLORD cannot guarantee continuous availability. If TENANT has a need for continuous, uninterruptible, or specific power quality needs, it shall be TENANT'S responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LANDLORD.
- (iii) The LANDLORD is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during "off hours", nights and weekends in an effort to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LANDLORD reserves the right to interrupt electrical services as required during normal business hours.
- (iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

- a. Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6 (d), LANDLORD shall provide for common area recycle, compost and trash containers.
- b. LANDLORD shall provide general recycling services limited to the collection of common area recycling containers. LANDLORD will transport TENANT provided collection containers from the Leased Premises to a holding area. LANDLORD shall return container to the common recycling areas in the Leased Premises.
- c. LANDLORD is not responsible for confidential recycling.

4. JANITORIAL SERVICES The following janitorial services shall be provided by LANDLORD:

a. Office Cleaning

- Daily: Empty common area recycle receptacles; replace liners.
Vacuum carpeted main traffic aisles, moving furniture, as necessary. Return furniture to original position.
Pick up litter in remainder of other carpeted areas.
Spot clean carpeting.
Spot clean partitions/door glass.
- Weekly: Vacuum all carpeted areas.
Dust mop hard surface main traffic aisles.
Dust exposed areas on desks/credenzas/work surfaces.
Dust mop hard surface areas.
Wet mop hard surface areas.
Detail/dust areas below 6 feet.
- Monthly: Spot clean walls and doors.
- Semi-Annual: Dust door frames.
Dust accessible exterior window blinds, where applicable.
Clean ceiling vents (under 12 feet).
Clean-carpeted traffic aisles.
- Annually: Clean carpet. May be extraction, tip cleaning or rotary shampooing.

NOTE: Detail dusting in an office setting shall be done only in accessible areas. LANDLORD shall not move personal items and electronic equipment to clean or dust and shall trash only waste receptacles and items marked "trash."

b. Lobby/Entrance Cleaning

- Daily: Empty/spot clean common area recycle receptacles.
Sweep hard surface floors.
Wet mop hard surface floors.
Clean walk-off mats.
Clean door glass; spot clean adjacent glass.
Vacuum carpet.
Clean entire interior and exterior of elevators.
Sweep/vacuum/wet mop non-enclosed stairways.
Check/spot clean directories.
- Weekly: Detail/dust areas below 6 feet.
Spot clean plate glass windows.
Clean and/or polish stairway handrails.
Clean thresholds.
Check/arrange and spot clean public area furniture.

Clean kick plates, push plates, and door frames.
Spot clean walls.

As Needed: Scrub and coat hard surface floors.
Strip, seal and finish hard surface floors.
Buff/burnish accessible hard surface floors.
Clean carpet.

c. Hard Surface Floor Care – Common Areas

Daily: Dust mop wall to wall.
Spot mop spills/splashes.

Weekly: Wet mop/auto scrub floor surfaces.
Buff/burnish floors.

As Needed: Heavy scrub and recoat floor finish.
Strip, seal and finish hard surface floors.

d. Hard Surface Floor Care – Work Areas

Daily: Dust accessible areas.
Wet mop other areas.

Weekly: Dust mop wall to wall.
Wet mop/auto scrub wall to wall.
Buff/burnish accessible floor areas.

As Needed: Heavy scrub and recoat floors.
Strip, seal and finish.

e. Restroom Cleaning

Daily: Check, resupply stock.
Clean mirrors.
Clean stock dispenser.
Empty trash and organics containers, including sanitary disposal units; clean receptacles.
Clean and sanitize toilets, urinals, sinks and countertops.
Clean stainless steel and chrome.
Spot clean doors, both sides.
Spot clean walls with special emphasis around dispensers, sinks and urinals.
Wet mop floor with sanitizing detergent.

Monthly: Machine scrub floors.
Sanitize waste receptacles.

Semi Annually: Wall to wall deep clean cycling, including all walls, partitions, fixtures and floors.

f. Shower room/stall cleaning

Daily: Inspect, touchup and wipe down fixtures.
Remove hair and other debris on finishes and fixtures.

Weekly: Power wash shower room walls and floors with disinfectant cleaner.
Clean and disinfect all shower room fixtures.

g. Miscellaneous Cleaning

Daily: Sanitize drinking fountains.
Spot check interior stairwells.
Remove unapproved posters or outdated posters/bulletins.

- Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.
- As Needed: Wet mop hard surface stairwell risers and landings.
Clean ceiling light diffusers and exhaust fans in elevator cars.
Clean janitorial closets.
Dust stairwell railings.
Vacuum upholstered furniture.

- B. The Department of Administration, **Real Estate and Construction Services** (RECS) shall be responsible for:
 1. Allocation and inventory of state-owned space under the custodial control of the Facilities Management Division.
 2. Preparation and processing of lease documents.

II. DUTIES OF TENANT

- A. **TRANSFERABILITY** TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.
- B. **DESIGNATED STAFF PERSON** TENANT will designate at least 1 key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LANDLORD'S Building Manager. This will include but not be limited to building surveys, LANDLORD initiated building postings, construction/renovation projects, recycling, reuse and sustainability issues, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least 1 key contact person who shall be responsible and can be contacted by LANDLORD or Capitol Security after normal business hours in the event of an emergency.
- C. **REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**
 1. TENANT agrees to:
 - a. Ensure TENANT'S employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the TENANT.
 - b. Ensure shipments of recyclables do not contain contaminating materials.
 - c. Use recycling containers and equipment only for designated recycling purposes.
 - d. Direct general waste and recycling questions to LANDLORD'S Building Manager or designee.
 - e. Recycle confidential materials.
 - f. Transfer recycling materials from desk side containers to common area collection containers.
 - g. Provide a designated Champion for recycling communications and compliance.
 - h. TENANT shall notify LANDLORD of recyclable collection through other than LANDLORD contract vendors.
- D. **HAZARDOUS WASTE**
 1. If TENANT is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdiction's hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LANDLORD with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. TENANT shall also provide LANDLORD with a copy of its annual Hazardous Waste Report each year thereafter.

2. In the event TENANT vacates Leased Premises, TENANT shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by TENANT to LANDLORD no later than thirty (30) days from the date TENANT vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by TENANT at TENANT'S expense.

E. ELECTRONIC DEVICES AND FURNITURE TENANT is responsible for TENANT'S owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at TENANT'S expense. TENANT shall report the cumulative weight of electronics that are recycled each calendar year to the LANDLORD by the 15th of January the subsequent calendar year for which the recycling took place.

F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LANDLORD , 2. Utility Services, parts a & b).

1. TENANT agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LANDLORD may provide TENANT with instructions defining optimal use.

2. TENANT shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LANDLORD to be beyond those provided for in this agreement, either during or outside normal building operating hours.

a. TENANT shall promptly reimburse LANDLORD upon receipt of invoice for utility services.

G. USE OF LEASED PREMISES

1. TENANT agrees not to use the Leased Premises in any way which, in the judgment and discretion of LANDLORD, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants. Open flames, including candles is prohibited.

2. TENANT agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LANDLORD as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by TENANT, TENANT shall contact 651.201.2300 to request access.

3. TENANT agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.

4. TENANT agrees to consider conference rooms not leased as part of the Leased Premises are under the custodial control of LANDLORD, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales.

5. TENANT agrees to receive all goods delivered to the building related to TENANT or Leased Premises at the loading dock and promptly transporting to owned leased space. TENANT shall be responsible for the safe-guarding and security of these delivered goods.

TENANT agrees that, at no time, shall LANDLORD be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.

6. TENANT agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.

7. TENANT to ensure all doors and windows remain closed when not in use in order to ensure a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels,

and other pests from entering.

8. TENANT is responsible for all interior ADA accommodations.

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

1. TENANT-owned program equipment purchased and installed by TENANT or purchased and installed on behalf of TENANT through a major construction or renovation project that is related to TENANT'S programs or operation shall be the responsibility of TENANT to maintain, repair, replace or remove. Any structural or other damage to the Leased Premises resulting from TENANT'S equipment shall be remedied by TENANT at TENANT'S expense. At the discretion of LANDLORD, any of TENANT equipment shall be removed at the time TENANT vacates the Leased Premises and the Leased Premises shall be returned to its original condition at TENANT'S expense. LANDLORD may, at its discretion, following the execution of an written agreement, be contracted to maintain, service, repair and replace such TENANT'S equipment at TENANT'S cost on a fee-for- service basis through LANDLORD'S Repair and Other Jobs activity.

2. Specialized fire suppression, fire detection, and alarm systems supporting TENANT-owned equipment shall be the responsibility of TENANT to maintain, repair, replace and inspect per local jurisdiction requirements. TENANT may contract with LANDLORD for maintenance, repair and inspection services of TENANT'S equipment at TENANT'S cost on a fee for services basis through LANDLORD'S Repair and Other Jobs activity. If TENANT chooses to contract separately, TENANT must provide inspection report as required.

3. TENANT shall ensure that equipment owned by TENANT such as lieberts, dry coolers, etc. is properly installed and maintained to ensure maximum efficiency.

I. **KEYS** Additional keys needed by TENANT beyond those provided by LANDLORD shall be obtained from LANDLORD on a fee-for-service basis through LANDLORD'S Repair and Other Jobs activity. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease. Cores belonging to lost keys shall be replaced by LANDLORD at TENANT expense.

J. **SECURITY SERVICES** TENANT shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including panic devices, emergency call boxes, access control devices, and cameras.

K. SIGNAGE

1. Identification of space within leased premises is the responsibility of the TENANT.

2. TENANT shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for the signs has been secured from the LANDLORD.

L. **BUILDING MANAGEMENT SERVICES** TENANT will pay all invoices when previously agreed in writing in accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration and window treatments.

M. **COMMUNICATION** TENANT shall submit TENANT initiated building postings to LANDLORD'S Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.

N. MODIFICATIONS TO LEASED PREMISES

1. TENANT shall contact LANDLORD to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LANDLORD or their designee. Implementation of the work shall be performed either by:

- a. Licensed contractor, as authorized by LANDLORD, under contract with the LANDLORD.
- b. Licensed contractor, as authorized by LANDLORD, under contract with TENANT. Such contracts must be approved by LANDLORD prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.

2. At the time TENANT vacates the Leased Premises, TENANT shall, at LANDLORD'S option be responsible for restoration of the Leased Premises which have been modified by the TENANT since July 1, 2009. The Leased Premises shall be returned to its original condition by LANDLORD at TENANT'S expense.

- O. **PERSONAL PROPERTY** UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LANDLORD. Personal items such as space heaters humidifiers, bicycles, segways (allowed if needed for disability accommodation) or animals (including pets but not including ADA animals), are not allowed inside LANDLORD managed facilities.
- P. **CONTENT LIABILITY AND INSURANCE** Liability for damages to TENANT property is at TENANT'S discretion and cost, including damage from building system failures.
- Q. **PLANTS** TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages as a result of plants.
- R. **EMERGENCIES** TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.

DEPARTMENTAL LEASE

LESSOR: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as LESSEE) Public Safety	
BUILDING NAME/ADDRESS BCA, 1430 Maryland Avenue	DIVISION/SECTION NAME Bureau of Criminal Apprehension

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of one hundred eighty-one thousand five hundred thirty-three (181,533) usable square feet of space as shown on the floor plans attached as Exhibit A, comprised of the following:

<u>Level/Suite No.</u>	<u>Square Feet</u>	<u>Use</u>
First	50,022	Office
Second	67,182	Office
Third	64,329	Office
TOTAL	181,533	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2017 and continuing through June 30, 2019.
3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

FY: 18		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
<u>7/1/17 - 6/30/18</u>	First	50,022		\$21.00		\$87,538.50	\$262,615.50	\$1,050,462.00
	Second	67,182		\$21.00		\$117,568.50	\$352,705.50	\$1,410,822.00
	Third	64,329		\$21.00		\$112,575.75	\$337,727.25	\$1,350,909.00
TOTAL		181,533				\$317,682.75	\$953,048.25	\$3,812,193.00

FY: 19		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
<u>7/1/18 - 6/30/19</u>	First	50,022		\$22.05		\$91,915.43	\$275,746.29	\$1,102,985.16
	Second	67,182		\$22.05		\$123,446.93	\$370,340.79	\$1,481,363.16
	Third	64,329		\$22.05		\$118,204.54	\$354,613.62	\$1,418,454.48
TOTAL		181,533				\$333,566.90	\$1,000,700.70	\$4,002,802.80

4. **DUTIES OF LESSOR AND LESSEE** See Exhibit B.
5. **LESSEE ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

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IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By Susan T. Ebes
REAL ESTATE AND CONSTRUCTION SERVICES
Date 8/1/17

LESSEE:
DEPARTMENT OF PUBLIC SAFETY

By Lang Freund
Title CFO
Date 2/26/17

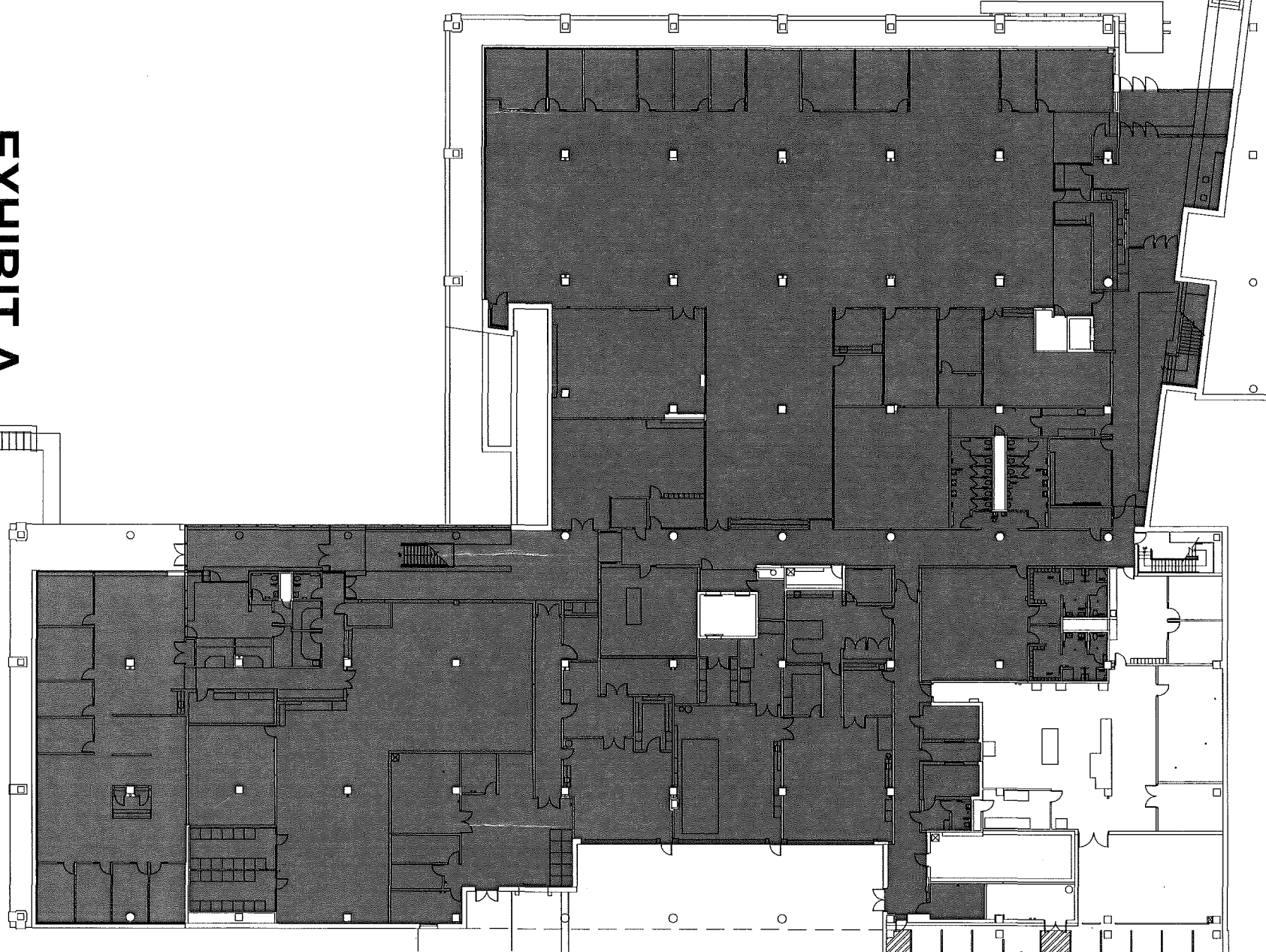
APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By Karen Seely
Title Bus Operations Mgr
Date 7-21-17

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

By Al J
Date 26 July 2017
Contract No. 65102

EXHIBIT A



Department - Division
Public Safety
■ 50,022 Sq. Ft. Office



State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

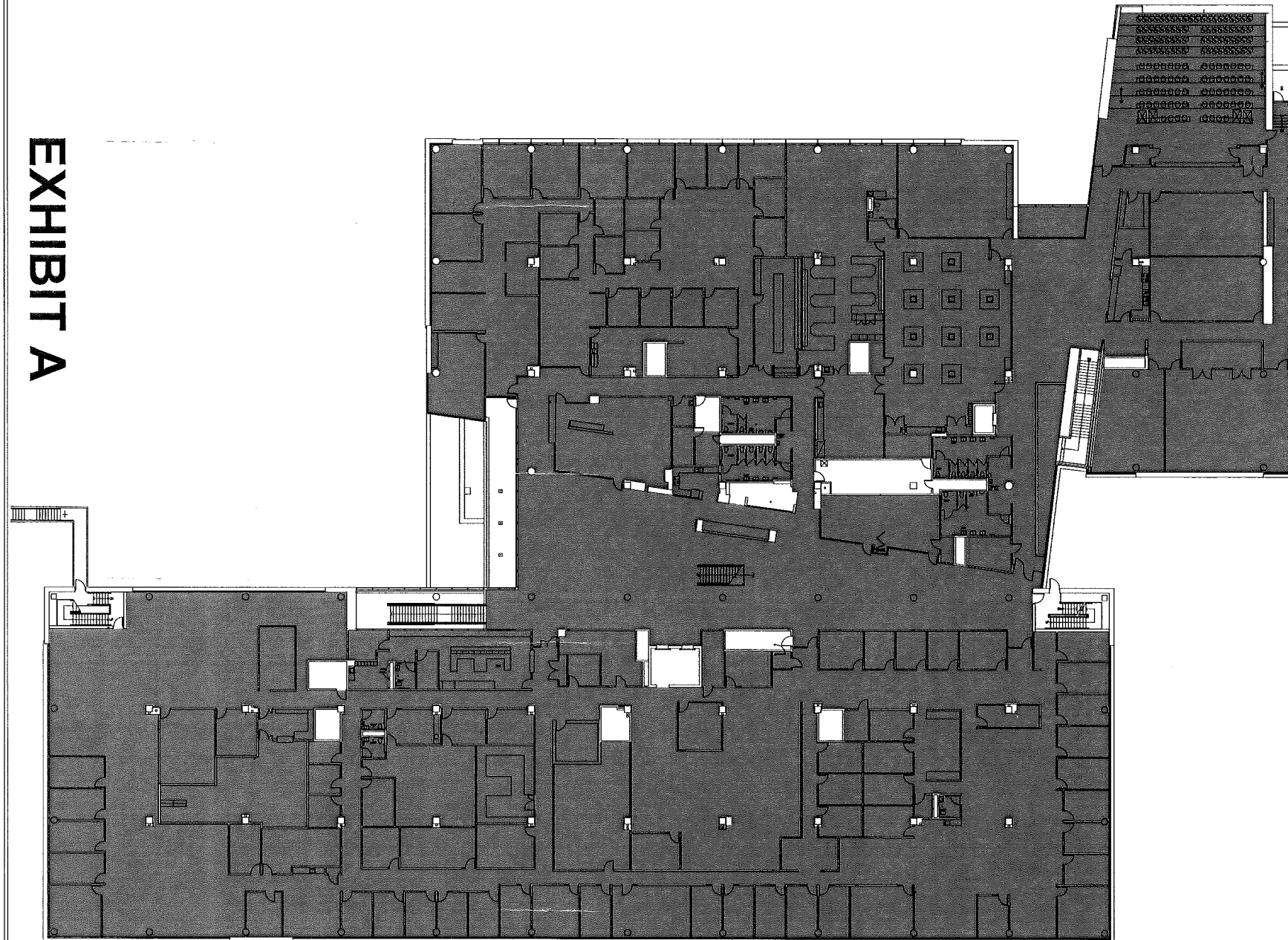
BCA Maryland
310263

Notes / Remarks
FY16-FY17 Lease Renewal
5/1/2015

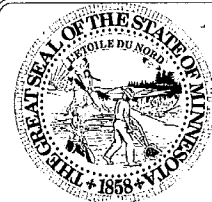
First Floor
G0231026362-01

Drawn By: J. Prokash
Checked By: C. Bergstrom
Approved By:

EXHIBIT A



Department - Division
Bureau of Criminal Apprehension - Public Safety
67,182 Sq.Ft. Office



State
of
Minnesota

Department
of
Administration
Real Estate and
Construction
Services

BCA Maryland

310263

Notes / Remarks

FY16-FY17 Lease Renewal
5/1/2015

Second Floor

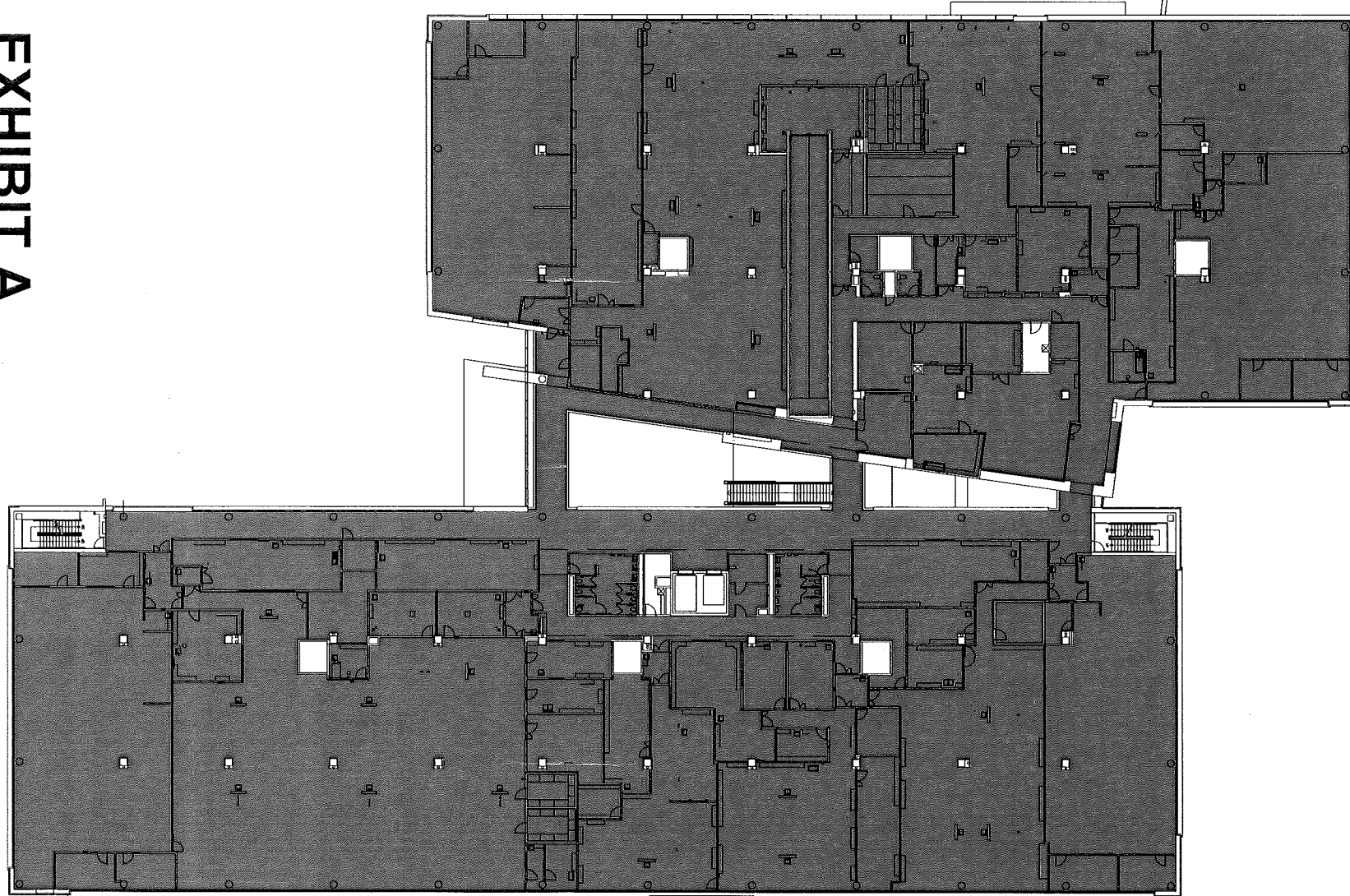
G0231026362-02

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



Department - Division
Public Safety
64,329 Sq. Ft. Office



State
of
Minnesota

Department
of
Administration
Real Estate and
Construction
Services

BCA Maryland

310263

Notes / Remarks

FY16-FY17 Lease Renewal
5/1/2015

Third Floor

G0231026362-03

Drawn By: J. Prokash
Checked By: C. Bergstrom
Approved By:

I. DUTIES OF LANDLORD

A. The Department of Administration, **Facilities Management Division** (hereinafter referred to as LANDLORD) shall be responsible for delivery of consistent, quality services to ensure clean, safe and environmentally sound buildings, grounds and operations by providing the following services:

1. **BUILDING MANAGEMENT SERVICES** LANDLORD shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental, Indoor Air Quality, general office, trash removal, recycling collection services, and integrated pest management related to the building. The Building Manager shall be the contact person for all building-related work and concerns. TENANT should contact 651.201.2300 or check website: www.mn.gov/admin/government/buildings-grounds for more information. Terms and conditions in items a-f apply only when specific funds have not been appropriated for this purpose.
 - a. **Construction, Remodeling and Renovation Work** LANDLORD shall inform TENANT in advance and in writing of construction, remodeling or renovation work.
 - b. **Carpet Replacement** LANDLORD shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Carpet deemed unsafe by LANDLORD shall be repaired or replaced. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LANDLORD. Selection by TENANT shall be made from LANDLORD sample selections. If TENANT desires carpet and LANDLORD does not have funding available, TENANT has the option of funding the purchase. LANDLORD will contract, install and invoice TENANT. Colors and quality selection must be approved in advance and in writing by LANDLORD to ensure durability, maintainability and uniformity.
 - c. **Interior Decoration** LANDLORD shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of twelve (12) years under normal use. LANDLORD financial obligation shall not exceed contract amount. Selection shall be made by TENANT from LANDLORD sample selections. If TENANT desires a different type of wall treatment, different color or quality of paint, LANDLORD will contract and invoice TENANT. LANDLORD shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability, design integrity, and uniformity.
 - d. **Window Treatments** LANDLORD shall repair or replace building exterior envelope window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and other building priorities. Window treatments are expected to have a minimum useful life of twenty (20) years. The determination is to be made at the discretion of LANDLORD. Exterior envelope window treatments will be selected from the State Contract. If TENANT chooses to select a different exterior envelope window treatment that is not under State Contract, TENANT shall pay the portion above the State Contract rate. If TENANT desires a different type of window treatment and is willing to fund the difference, LANDLORD will contract and invoice the TENANT. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of TENANT and any related costs shall be borne by TENANT.
 - e. **Ceiling Tiles** LANDLORD shall replace damaged or stained ceiling tiles, determined at discretion of LANDLORD.
 - f. **Leased Premises** To make space suitable for new tenants, LANDLORD shall provide the treatments and finishes outlined above dependent upon available funding. LANDLORD shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LANDLORD. LANDLORD shall not fund accommodations or changes to leased premises in order to meet specialized needs, program requirements of TENANT or any other ADA accommodations.
 - g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned and under LANDLORD'S custodial control.

- h. **Grounds Maintenance Services** LANDLORD shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during normal building operating hours.
- i. **Integrated Pest Management Services** LANDLORD shall provide an integrated pest management program for control of rodents and insects within the building. TENANT shall fund any additional pest control services outside of the State Contract. To aide with pest management, TENANT shall keep all food items in sealed containers.
- j. **Keys** All keys for space in state-owned buildings under the custodial control of LANDLORD must be provided by LANDLORD. LANDLORD shall provide two (2) keys for each door with lock hardware within the Leased Premises. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement. LANDLORD may perform key audit every four (4) years.
- k. **Security Services** In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain emergency call stations at exterior locations and in the tunnel systems.
- l. **Signage** LANDLORD shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LANDLORD'S discretion.
- m. **Communication** LANDLORD'S Building Manager or designee shall coordinate with TENANT'S key contact person regarding all Facilities Management managed work scheduled in a building which could affect building operations. LANDLORD shall provide written notice in advance of these events and TENANT shall provide communication to tenants. Reasonable coordination efforts shall be made by LANDLORD with TENANT'S key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. **Insurance** LANDLORD insures the building structure only. Ensuring contents is at the discretion of TENANT.
- o. **Fire Detection, Alarm and Suppression Systems** LANDLORD shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the TENANT.
- p. **Access to LANDLORD Space** LANDLORD shall lock and secure all LANDLORD'S electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms. LANDLORD shall have access to all space in case of emergency.
- q. **Solid Waste** LANDLORD shall remove solid waste from buildings on a daily basis.

2. **UTILITY SERVICES**

- a. **Heating and Cooling** LANDLORD warrants that the Leased Premises are served by heating and cooling facilities sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use TENANT of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:
 - (i) From October 1 through April 30, between 70.5 degrees and 74.5 degrees. Temperature settings must be lowered to 60°F to 62°F during periods outside of working hours.
 - (ii) From May 1 through September 30, between 72.0 degrees and 76.0 degrees. Temperature

settings will be increased to 85°F during periods outside of working hours.

- (iii) Unless established to the contrary through a pre-approved written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling beyond the established hours of operation or for a normal "office" environment setting use, a written agreement shall be entered into with LANDLORD and the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by LANDLORD for the extended hours of operation.
- c. Water/Sewage** LANDLORD shall provide the Leased Premises with adequate water and sewage facilities sufficient to serve its design population capacity.
- d. Ventilation** LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2-2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the TENANT as required by the application and the needs of the system. Unless established to the contrary through a pre-approved written agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.
- e. Electrical**
- (i) LANDLORD shall provide the Leased Premises with electrical infrastructure it's design population capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. TENANT-owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT'S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of TENANT at TENANT'S cost. All TENANT equipment installation to be approved in accordance with the provisions of this lease with LANDLORD to ensure proper installation of powered equipment. TENANT shall be billed by LANDLORD on a fee-for-service bases based on actual electrical usage for the extended hours of operation or specialized use.
 - (ii) LANDLORD shall provide electric power for TENANT. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LANDLORD cannot guarantee continuous availability. If TENANT has a need for continuous, uninterruptible, or specific power quality needs, it shall be TENANT'S responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LANDLORD.
 - (iii) The LANDLORD is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during "off hours", nights and weekends in an effort to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LANDLORD reserves the right to interrupt electrical services as required during normal business hours.
 - (iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

- a. Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6 (d), LANDLORD shall provide for common area recycle, compost and trash containers.
- b. LANDLORD shall provide general recycling services limited to the collection of common area recycling containers. LANDLORD will transport TENANT provided collection containers from the Leased Premises to a holding area. LANDLORD shall return container to the common recycling areas in the Leased Premises.
- c. LANDLORD is not responsible for confidential recycling.

4. JANITORIAL SERVICES The following janitorial services shall be provided by LANDLORD:

a. Office Cleaning

- Daily: Empty common area recycle receptacles; replace liners.
Vacuum carpeted main traffic aisles, moving furniture, as necessary. Return furniture to original position.
Pick up litter in remainder of other carpeted areas.
Spot clean carpeting.
Spot clean partitions/door glass.
- Weekly: Vacuum all carpeted areas.
Dust mop hard surface main traffic aisles.
Dust exposed areas on desks/credenzas/work surfaces.
Dust mop hard surface areas.
Wet mop hard surface areas.
Detail/dust areas below 6 feet.
- Monthly: Spot clean walls and doors.
- Semi-Annual: Dust door frames.
Dust accessible exterior window blinds, where applicable.
Clean ceiling vents (under 12 feet).
Clean-carpeted traffic aisles.
- Annually: Clean carpet. May be extraction, tip cleaning or rotary shampooing.

NOTE: Detail dusting in an office setting shall be done only in accessible areas. LANDLORD shall not move personal items and electronic equipment to clean or dust and shall trash only waste receptacles and items marked "trash."

b. Lobby/Entrance Cleaning

- Daily: Empty/spot clean common area recycle receptacles.
Sweep hard surface floors.
Wet mop hard surface floors.
Clean walk-off mats.
Clean door glass; spot clean adjacent glass.
Vacuum carpet.
Clean entire interior and exterior of elevators.
Sweep/vacuum/wet mop non-enclosed stairways.
Check/spot clean directories.
- Weekly: Detail/dust areas below 6 feet.
Spot clean plate glass windows.
Clean and/or polish stairway handrails.
Clean thresholds.
Check/arrange and spot clean public area furniture.

Clean kick plates, push plates, and door frames.
Spot clean walls.

As Needed: Scrub and coat hard surface floors.
Strip, seal and finish hard surface floors.
Buff/burnish accessible hard surface floors.
Clean carpet.

c. Hard Surface Floor Care – Common Areas

Daily: Dust mop wall to wall.
Spot mop spills/splashes.

Weekly: Wet mop/auto scrub floor surfaces.
Buff/burnish floors.

As Needed: Heavy scrub and recoat floor finish.
Strip, seal and finish hard surface floors.

d. Hard Surface Floor Care – Work Areas

Daily: Dust accessible areas.
Wet mop other areas.

Weekly: Dust mop wall to wall.
Wet mop/auto scrub wall to wall.
Buff/burnish accessible floor areas.

As Needed: Heavy scrub and recoat floors.
Strip, seal and finish.

e. Restroom Cleaning

Daily: Check, resupply stock.
Clean mirrors.
Clean stock dispenser.
Empty trash and organics containers, including sanitary disposal units; clean receptacles.
Clean and sanitize toilets, urinals, sinks and countertops.
Clean stainless steel and chrome.
Spot clean doors, both sides.
Spot clean walls with special emphasis around dispensers, sinks and urinals.
Wet mop floor with sanitizing detergent.

Monthly: Machine scrub floors.
Sanitize waste receptacles.

Semi Annually: Wall to wall deep clean cycling, including all walls, partitions, fixtures and floors.

f. Shower room/stall cleaning

Daily: Inspect, touchup and wipe down fixtures.
Remove hair and other debris on finishes and fixtures.

Weekly: Power wash shower room walls and floors with disinfectant cleaner.
Clean and disinfect all shower room fixtures.

g. Miscellaneous Cleaning

Daily: Sanitize drinking fountains.
Spot check interior stairwells.
Remove unapproved posters or outdated posters/bulletins.

Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.

As Needed: Wet mop hard surface stairwell risers and landings.
Clean ceiling light diffusers and exhaust fans in elevator cars.
Clean janitorial closets.
Dust stairwell railings.
Vacuum upholstered furniture.

- B. The Department of Administration, **Real Estate and Construction Services (RECS)** shall be responsible for:
1. Allocation and inventory of state-owned space under the custodial control of the Facilities Management Division.
 2. Preparation and processing of lease documents.

II. **DUTIES OF TENANT**

- A. **TRANSFERABILITY** TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.
- B. **DESIGNATED STAFF PERSON** TENANT will designate at least 1 key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LANDLORD'S Building Manager. This will include but not be limited to building surveys, LANDLORD initiated building postings, construction/renovation projects, recycling, reuse and sustainability issues, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least 1 key contact person who shall be responsible and can be contacted by LANDLORD or Capitol Security after normal business hours in the event of an emergency.
- C. **REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**
1. TENANT agrees to:
 - a. Ensure TENANT'S employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the TENANT.
 - b. Ensure shipments of recyclables do not contain contaminating materials.
 - c. Use recycling containers and equipment only for designated recycling purposes.
 - d. Direct general waste and recycling questions to LANDLORD'S Building Manager or designee.
 - e. Recycle confidential materials.
 - f. Transfer recycling materials from desk side containers to common area collection containers.
 - g. Provide a designated Champion for recycling communications and compliance.
 - h. TENANT shall notify LANDLORD of recyclable collection through other than LANDLORD contract vendors.

D. **HAZARDOUS WASTE**

1. If TENANT is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdiction's hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LANDLORD with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. TENANT shall also provide LANDLORD with a copy of its annual Hazardous Waste Report each year thereafter.

2. In the event TENANT vacates Leased Premises, TENANT shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by TENANT to LANDLORD no later than thirty (30) days from the date TENANT vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by TENANT at TENANT'S expense.

E. ELECTRONIC DEVICES AND FURNITURE TENANT is responsible for TENANT'S owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at TENANT'S expense. TENANT shall report the cumulative weight of electronics that are recycled each calendar year to the LANDLORD by the 15th of January the subsequent calendar year for which the recycling took place.

F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LANDLORD , 2. Utility Services, parts a & b).

1. TENANT agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LANDLORD may provide TENANT with instructions defining optimal use.

2. TENANT shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LANDLORD to be beyond those provided for in this agreement, either during or outside normal building operating hours.

a. TENANT shall promptly reimburse LANDLORD upon receipt of invoice for utility services.

G. USE OF LEASED PREMISES

1. TENANT agrees not to use the Leased Premises in any way which, in the judgment and discretion of LANDLORD, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants. Open flames, including candles is prohibited.

2. TENANT agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LANDLORD as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by TENANT, TENANT shall contact 651.201.2300 to request access.

3. TENANT agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.

4. TENANT agrees to consider conference rooms not leased as part of the Leased Premises are under the custodial control of LANDLORD, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales.

5. TENANT agrees to receive all goods delivered to the building related to TENANT or Leased Premises at the loading dock and promptly transporting to owned leased space. TENANT shall be responsible for the safe-guarding and security of these delivered goods.

TENANT agrees that, at no time, shall LANDLORD be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.

6. TENANT agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.

7. TENANT to ensure all doors and windows remain closed when not in use in order to ensure a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels,

and other pests from entering.

8. TENANT is responsible for all interior ADA accommodations.

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

1. TENANT-owned program equipment purchased and installed by TENANT or purchased and installed on behalf of TENANT through a major construction or renovation project that is related to TENANT'S programs or operation shall be the responsibility of TENANT to maintain, repair, replace or remove. Any structural or other damage to the Leased Premises resulting from TENANT'S equipment shall be remedied by TENANT at TENANT'S expense. At the discretion of LANDLORD, any of TENANT equipment shall be removed at the time TENANT vacates the Leased Premises and the Leased Premises shall be returned to its original condition at TENANT'S expense. LANDLORD may, at its discretion, following the execution of an written agreement, be contracted to maintain, service, repair and replace such TENANT'S equipment at TENANT'S cost on a fee-for- service basis through LANDLORD'S Repair and Other Jobs activity.

2. Specialized fire suppression, fire detection, and alarm systems supporting TENANT-owned equipment shall be the responsibility of TENANT to maintain, repair, replace and inspect per local jurisdiction requirements. TENANT may contract with LANDLORD for maintenance, repair and inspection services of TENANT'S equipment at TENANT'S cost on a fee for services basis through LANDLORD'S Repair and Other Jobs activity. If TENANT chooses to contract separately, TENANT must provide inspection report as required.

3. TENANT shall ensure that equipment owned by TENANT such as lieberts, dry coolers, etc. is properly installed and maintained to ensure maximum efficiency.

I. **KEYS** Additional keys needed by TENANT beyond those provided by LANDLORD shall be obtained from LANDLORD on a fee-for-service basis through LANDLORD'S Repair and Other Jobs activity. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease. Cores belonging to lost keys shall be replaced by LANDLORD at TENANT expense.

J. **SECURITY SERVICES** TENANT shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including panic devices, emergency call boxes, access control devices, and cameras.

K. SIGNAGE

1. Identification of space within leased premises is the responsibility of the TENANT.

2. TENANT shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for the signs has been secured from the LANDLORD.

L. **BUILDING MANAGEMENT SERVICES** TENANT will pay all invoices when previously agreed in writing in accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration and window treatments.

M. **COMMUNICATION** TENANT shall submit TENANT initiated building postings to LANDLORD'S Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.

N. MODIFICATIONS TO LEASED PREMISES

1. TENANT shall contact LANDLORD to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LANDLORD or their designee. Implementation of the work shall be performed either by:

- a. Licensed contractor, as authorized by LANDLORD, under contract with the LANDLORD.
- b. Licensed contractor, as authorized by LANDLORD, under contract with TENANT. Such contracts must be approved by LANDLORD prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.

2. At the time TENANT vacates the Leased Premises, TENANT shall, at LANDLORD'S option be responsible for restoration of the Leased Premises which have been modified by the TENANT since July 1, 2009. The Leased Premises shall be returned to its original condition by LANDLORD at TENANT'S expense.

- O. **PERSONAL PROPERTY** UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LANDLORD. Personal items such as space heaters humidifiers, bicycles, segways (allowed if needed for disability accommodation) or animals (including pets but not including ADA animals), are not allowed inside LANDLORD managed facilities.
- P. **CONTENT LIABILITY AND INSURANCE** Liability for damages to TENANT property is at TENANT'S discretion and cost, including damage from building system failures.
- Q. **PLANTS** TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages as a result of plants.
- R. **EMERGENCIES** TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.

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

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

WHEREAS, pursuant to Minn. Stat. § 8.15, subd. 3, the Attorney General is authorized to enter into agreements with executive branch and quasi-state agencies including the Minnesota Department of Public Safety ("DPS") to provide legal services; and

WHEREAS, DPS needs legal services in order to administer and deliver its driver services programs in Minnesota;

NOW, THEREFORE, IT IS AGREED:

1. **Scope:** DPS agrees to transfer to the Attorney General's Office (AGO) in FY 2018 and FY 2019 an amount equal to the costs of legal services directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided. The billings for actual hours of service provided will be based on hourly rates of \$131.00 for attorney services and \$83.00 for legal assistant and investigator services. Payments under this agreement shall be for legal services related to the following client codes: 0708, 0709, 0710, 0712, 0713, 0714, 0715, 0717, 0806, 0807, and 0811.
2. **Provision of Services:** The Attorney General shall provide legal services to DPS in accordance with Minnesota Statutes, Section 8.06, except those duties, if any, delegated to DPS or provided by outside counsel under Section 8.06. The scope of legal services to be provided includes all matters pertaining to the DPS's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, and provision and other legal needs as may be necessary. Pursuant to Section 8.06, the Attorney General may authorize outside counsel to be employed to provide legal services to DPS.
3. **Availability:** Upon request, the Attorney General agrees to make her representative(s) available to meet with DPS to review priorities for legal services.
4. **Terms of Payment:** DPS shall process payments to the AGO for legal services provided to it. The amount of payment(s) will be based on monthly billings for actual services provided at the rates agreed upon in paragraph (1) of this Agreement.

In addition, DPS will pay for legal costs and expenses associated with the provision of legal services as provided in paragraph (7) of this Agreement. Invoices from third parties for these costs and expenses will be forwarded by the AGO to DPS for payment.

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

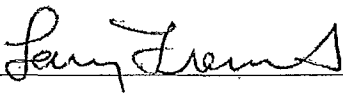
Each monthly report will include data from either two (2) or three (3) complete pay periods, from the end date of the preceding report through the last full pay period of the month in which the report is produced. The AGO will provide each report to DPS no later than six (6) weeks after the end of the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

7. **Legal Costs and Expenses:** DPS will pay for legal costs and expenses associated with providing legal services under this Agreement. For purposes of this Agreement, such legal costs and expenses will include, but are not limited to, the costs of filing legal documents, the hiring of expert witnesses and court reporters, and extraordinary travel expenses (e.g., out-of-state travel or air travel within the State of Minnesota).
8. **Amendments:** Any amendments to this Agreement shall be made in writing and executed as an amendment to the Agreement, including the mutual consent of both parties to the amendment.

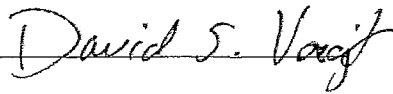
9. **Authorized Agent:** The authorized agent of the Attorney General's Office for purposes of this Agreement is Ray Smith, Director of Finance. DPS's authorized agent for purposes of this Agreement is Larry Freund.

APPROVED:

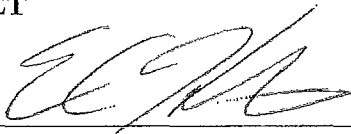
DEPARTMENT OF PUBLIC SAFETY

By: 
Title: CFO
Date: 6/13/17

**OFFICE OF THE ATTORNEY
GENERAL**

By: 
Title: Deputy Attorney General
Date: 6-14-2017

**MINNESOTA MANAGEMENT AND
BUDGET**

By: 
Title: Deputy Commissioner
Date: 6/27/17

Interagency Agreement State of Minnesota

SWIFT Contract Number: 130747

SWIFT Purchase Order Number: 3-50067

This Agreement is between the Minnesota Department of Public Safety, on behalf the Driver and Vehicle Services division ("DPS") and the Minnesota Department of Human Services ("DHS").

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** July 1, 2017 or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** June 30, 2018.

2. Scope of Work

- 2.1 **DHS Responsibilities.** DHS will process DPS motor vehicle payment receipts and registration stubs. DPS will provide DHS one stub with two variations, money and non-money.
 - 2.1.1 DHS will conduct a pre-employment background check on all DHS employees who may potentially have access to and/or work with DPS data and funds.
 - 2.1.2 DHS will conduct training on proper data handling and security for all DHS employees who may potentially have access to and/or work with DPS data and funds.
 - 2.1.3 DHS may, at its discretion, use current background checks and data security training processes and, if DHS selects to use current checks and processes, DHS must pre-notify DPS in writing of its decision before implementation.
 - 2.1.4 DHS will control access to the work areas and venues where DPS data is potentially available and funds are processed.
- 2.2 **DHS Duties.** DHS will perform the following duties:
 - 2.2.1 **Programming**
 - 2.2.1.1 DHS will prepare proposals and tables in collaboration with DPS for quotes as requested by DPS for programming updates to the receipt processing system.
 - 2.2.1.2 DHS will test motor vehicle stubs and update motor vehicle data files during any program testing phase.
 - 2.2.2 **Backup and Data Retrieval**
 - 2.2.2.1 DHS will archive images and data processed for DPS. DHS will retain such records for no less than fifteen (15) months.
 - 2.2.2.2 DHS will provide DPS with archive retrieval services – image and data retrieval, printing of images with record of date deposit, batch number, and deposit amount. Retrieval and transmission of information by Internet or Intranet will be the preferred method but the parties agree transmission by fax, e-mail, interoffice or interagency mail are also acceptable means of transmission by DHS to DPS.
 - 2.2.2.3 DHS will back up the DHS system and data daily and provide off-site storage no less than once per week.
 - 2.2.2.4 DHS will not provide an alternative site for processing work pursuant to this Agreement.
 - 2.2.3 **Mail**
 - 2.2.3.1 DHS will provide daily mail pickup from the U.S. Post Office by armored car

service contracted by DHS.

2.2.3.2 DHS will open and sort mail on regularly scheduled business days.

2.2.3.3 DHS will sort incoming mail to determine if vehicle insurance information (the required insurance information is a) insurance company name, b) insurance policy number, and c) insurance policy expiration date) was included in any renewals.

2.2.3.3.1 If renewal includes the required insurance information, DHS will process the transaction as described in this Agreement.

2.2.3.3.2 If renewal is submitted without the required insurance information, DHS will refrain from processing the renewal and return the original source documents, including uncashed checks, to the individual customer with a return letter explaining the statutorily-mandated insurance requirements. DPS will provide DHS with the return letter. DHS will courier the return letter for mailing from the central DHS mail facility. DPS will reimburse DHS for the direct cost corresponding to mailing a return letter.

2.2.3.3.3 All original source documents including uncashed checks returned to the individual customer will be completed in not more than two (2) business days from the day the individual customer renewal was received in the mail at DHS.

2.2.4 Scanning

2.2.4.1 DHS will scan motor vehicles stubs and/or checks and produce DPS data file updates.

2.2.4.2 DHS will scan, read, and image one (1) Optical Character Recognition (OCR) line per stub and one (1) Magnetic Ink Recognition (MICR) line on check.

2.2.4.3 DHS will correct unreadable OCR lines through the DHS exception process.

2.2.4.4 DHS will return to DPS within one (1) business day any stubs and corresponding source documents that cannot be processed.

2.2.4.4.1 DHS will, for each type of transaction that is returned to DPS, bundle by rejection reasons as currently processed. Stubs without checks and customer correspondence must be sent by DHS to DPS in an envelope marked **NOTES**. Checks without stubs or incorrect payments must be sent by DHS to DPS in an envelope marked **CHECKS**. Address changes must be sent by DHS to DPS in an envelope marked **ADDRESSES**.

2.2.4.5 DHS will return to DPS via State courier any single documents within a multiple payment that is incorrect and/or damaged.

2.2.5 Address Changes

2.2.5.1 DHS and DPS mutually agree registration renewals which identify an address change will be delivered to the DHS courier pickup station no later than 4:00 p.m. on regularly scheduled business days.

2.2.5.2 DHS and DPS mutually agree the State courier will pick up DHS "kick-outs" on regularly scheduled business days at the courier pickup station and deliver them to the PDS mailroom by morning of the next regularly scheduled business day.

2.2.6 Bank Deposits

2.2.6.1 DHS will submit an imaged deposit of checks and money orders to bank for deposit. Deposit includes endorsement, encoding, and deposit information to bank depository designated by DPS.

2.2.6.2 DHS will handle all endorsement, encoding, deposit, and delivery of checks, money orders, and cash that could not be processed by scanning system. Such delivery will be to a bank depository designated by DPS using an armored transport service contracted by DHS.

2.2.6.3 DHS will limit a single deposit to no more than 9,999 items. Any deposit of

10,000 or more items will be reduced to assure no deposit includes more than 9,999 items.

2.2.6.4 DHS and DPS mutually agree the Common Inbound Transaction Architecture (CITA) file and bank deposit must match and reconcile daily.

2.2.6.4.1 DHS and DPS mutually agree that should a discrepancy between the cash and checks received by DHS and the funds deposited to the DPS-designated bank depository occur, DHS will provide copies of the documents necessary to reconcile the funds. DHS will also notify the State Treasurer's office and the designated Driver and Vehicle Services' cashier supervisor by email the same business day.

2.2.6.5 DHS will provide a daily report of the receipts and stubs using "Client Total" items reported format submitting a soft or hard copy of the report to the designated DPS employee.

2.2.6.6 DHS will update the DPS data files produced and uploaded in a process defined by DPS between 12:00 p.m. (noon) and 4:30 p.m. on each regularly scheduled business day.

2.2.6.7 DHS will, within one (1) regularly scheduled business day, receipt and complete all DPS work including money and non-money stubs, with DPS money stub mail receiving first priority over DPS non-money stub mail. DHS will deposit all receipts to the DPS-designated bank depository on a cash basis within the state fiscal year of receipt.

3. Consideration and Payment

3.1 Consideration for all services performed by DHS pursuant to this Agreement shall be paid by DPS as follows: DPS will pay DHS a sum of **zero cents (\$0.00)** per stub and **thirty-five cents (\$0.35)** per receipt item processed. A stub is defined as a motor vehicle registration renewal notice. A receipt is defined as a check, money order, or cashier's check. A stub and receipt service charge shall not exceed **thirty-five cents (\$0.35)** per combined stub and check processed. Further, DPS will pay DHS a sum of **twenty-seven cents (\$0.27)** per returned payment requiring further information to continue processing.

3.1.1 Pricing. All prices shall remain as identified in clause 3.1 or reduced during the term of this Agreement. DPS and DHS mutually agree that price decreases may be negotiated based on demonstrated decreases in DHS costs and expenses pursuant to this Agreement.

3.2 Payment. Payment by DPS shall promptly pay DHS after DHS submits an itemized invoice for services satisfactorily performed and the DPS Authorized Representative accepts the invoiced services. DHS shall submit invoices in arrears not more than monthly and within thirty (30) calendar days of the period covered by the invoice. DHS shall submit the final invoice pursuant to this Agreement no later than July 31, 2018. Payment by DPS to DHS shall be made through an interagency payment to the accounting string as specified on the DHS invoice.

4. Conditions of Payment

All services provided by DHS under this Agreement must be performed to the satisfaction of DPS as determined at the sole discretion of the DPS Authorized Representative.

5. Authorized Representatives

The DPS Authorized Representative is the following individual or his successor:

Name: Thomas Henderson, Vehicle Services Program Director
Address: Department of Public Safety; Driver & Vehicle Services
445 Minnesota Street, Suite 185
Saint Paul, MN 55101

Telephone Number: 651.201.7654
E-mail Address: thomas.henderson@state.mn.us

The DPS Representative, or his successor, has the responsibility to monitor the performance of DHS and the authority to accept the services provided under this Agreement. If the services are satisfactory, the DPS Authorized Representative will certify acceptance on each invoice submitted for payment.

The DHS Authorized Representative is the following individual or her successor:

Name: Terri Engel, Accounting Operations Manager
Address: Department of Human Services
540 Cedar Street
St. Paul, MN 55155

Telephone Number: 651.431.4213
E-mail Address: terri.engel@state.mn.us

If the DHS Representative changes at any time during this Agreement, DHS must notify the DPS Authorized Representative in writing/e-mail within ten (10) calendar days.

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 thirty (30) days written notice to the other party.

9. Data Practices

Each party must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, US Code title 18 § 2721, and Minnesota Statutes Chapter 168, as these apply to all data provided by DPS under this Agreement, and as these apply to all data created, collected, received, stored, used, and maintained by DHS under this Agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either party.

If DHS receives a request to release the data referred to in this clause, DHS must immediately notify DPS. DPS will give DHS written instructions concerning the release of the data to the requesting party before the data is released.

DHS is responsible for providing adequate supervision and training to its employees to ensure compliance with the Minnesota Government Data Practices Act and all applicable state and federal laws, and implement security measures to ensure against a data breach.

No private or confidential data collected, maintained, or used in the course or performance of this agreement shall be disseminated.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Raymond Duncan

Page 4

Accounting Officer

3. DEPARTMENT OF HUMAN SERVICES

By: Martin P. Cannon

(with delegated authority)

Date: 8/31/2017 rd

Title: Financial Operations Dir

Date: 8-1-2017

2. DEPARTMENT OF PUBLIC SAFETY; DRIVER AND VEHICLE SERVICES

By: *Aaron McAlister*
(With delegated authority)

Title: DVS Director

Date: 8/31/17

ORIGINAL

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Public Safety (DPS) and the Minnesota Department of Military Affairs (DMA).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the DPS obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Scope of Work

This agreement is to determine each agency's rights and responsibilities as it relates to the use, maintenance and operations of the property located at Camp Ripley, known as the Emergency Vehicle Operator's Course (EVOC), in Little Falls, MN, as shown on attached Exhibit 2.

The purpose of the EVOC is to provide for simulated or practical training exercises for purposes of public safety.

DMA will be responsible for the maintenance and operation, and all associated costs, of the EVOC, as is listed in the duties below. DMA has the authority to charge for use of the EVOC, under Minn. Stat., §190.16, Subd. 6a. DPS will have exclusive rights and access for use of the property for the dates listed in attached Exhibit 3. DPS will provide dates for scheduling annually in the form of a written request. DMA will provide DPS priority scheduling and respond to DPS's written request with confirmation within thirty (30) days. DPS may request additional dates, as needed.

DMA shall make the EVOC available to other emergency and public safety ("third party") professionals. Any agreement for such activities will be between DMA and third party and shall not conflict with, invalidate or supersede this agreement or scheduling by DPS.

DUTIES OF DMA:

- All maintenance and operations of the EVOC, and all associated costs, including, but not limited to:
 - Scheduling, safety inspections and briefings, lawn care, snow removal, sweeping, security, access utilities, lighting, preventative maintenance, patching, sealing and overlay of the roadways, and rubber removal
- Develop policies and procedures for maintenance and operations of the property. Perform safety briefings and inspections of the property.
- Grant DPS exclusive rights and access to the property on the designated dates set forth in Exhibit 3. ~~in Exhibit 2.~~ DPS cannot be "bumped" or otherwise removed from using such reservations except in cases of emergency or by mutual agreement.
- Grant DPS first priority in future scheduling of activities on the property
- Keep the property secure from unauthorized use or access
- Adhere to the engineering capabilities of the EVOC by not exceeding the structural limitations with regard to weight, traction type and other limitations of vehicles on the driving surfaces. Develop an emergency response policy and procedure including, but not limited to, fire, medical emergencies, and security events

2450113
[Signature]
 In Exhibit 3 →

DUTIES OF DPS:

The duties of DPS will take effect only during those trainings of which are scheduled and administered by DPS.

- Conduct safety inspection of the property prior to each training day and report any damages or concerns to appropriate DMA staff
- Provide all personal property necessary to conduct training on the designated dates, including; materials, equipment, fleet, etc. Personal property shall be removed after completion of each training session or it shall be stored in a secure, agreed upon area on or near the property.
- Provide qualified personnel to conduct the trainings for DPS. All personnel will be employees of DPS and must be present at all times during use of the property.
- DPS will comply with and act in accordance of DMA policies and procedures related to the EVOC property.
- Provide reservation dates for regular trainings to DMA annually and one year in advance in order to receive priority scheduling

3 Consideration and Payment

Based on Exhibit 1, the rate for use of the property for training activities is nine hundred eighty two dollars and no/100 (\$982.00) per day. DMA reserves the right to modify the rate based on actual expenses related to the maintenance and operation of the property. DMA will invoice DPS for use of the property quarterly and in arrears. Payment will be made by DPS within 30 days upon receipt of invoice.

4 Authorized Representative

DPS's Authorized Representative is Colonel Kevin Daly, Chief, Minnesota State Patrol, 445 Minnesota Street, Suite 130, Saint Paul, MN 55101, 651-201-7117, kevin.daly@state.mn.us, or his successor.

DMA's Authorized Representative is Donald Kerr, Executive Director Department of Military Affairs, 20W 12th St, St Paul, Minnesota, 55155, 651-268-8913, Donald.j.kerr2.nfg@mail.mil, or his successor.

Authorized Representatives shall meet annually to assess the use and operations of the EVOC.

5 Amendments

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

6 Liability

Property Damage – It shall be the duty of DMA and DPS to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this agreement, DMA and DPS hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

Liability – DMA and DPS agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat., §3.736, and other applicable law.

7 Termination

Termination of this agreement does not invalidate nor supersede the 2010 Minn. Laws Chapter 189, section 14, subdivision 2, "nonmilitary public safety personnel from Minnesota must be given access to the facility." DMA and DPS agree that if termination of this agreement is necessary, the use of the EVOC by emergency responders, including DPS, will continue under new terms. Termination of this agreement, with or without cause, may be done only by mutual agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: *Lita Strafeldt*

Date: 7-22-13

PURCHASE ORDER No. 3000021317

2. Department of Military Affairs

By: *[Signature]*

(With delegated authority)

EXECUTIVE DIRECTOR

Title: _____

Date: 10 JUNE 2013

3. Department of Public Safety

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

Title: *Chief*

Date: 5/31/13

Area	SY	% of total	Cost per day by	Cost per day by area rounded
Access Road	4,656	4%	\$ 36.30	\$ 36.00
Country Roads	32,842	26%	\$ 256.04	\$ 256.00
Freeway	52,933	42%	\$ 412.68	\$ 413.00
Dirt Roads	11,601	9%	\$ 90.44	\$ 90.00
Skid Pad	23,936	19%	\$ 186.61	\$ 187.00
Totals	125,968	100%	\$ 982.07	\$ 982.00

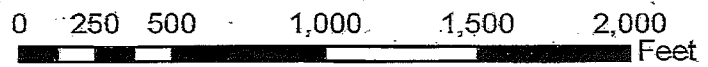
EXHIBIT 1 *of 24/01/23*

EVOC SITE BREAKOUT

EXHIBIT 2 - 8/24/2013



- | | |
|------------------------------|--------------------------------|
| Access Road (4,656) | Urban Streets (Future)(58,821) |
| Country Roads (32,842) | Skid Pad 2 (Future)(56,671) |
| Freeway (52,933) | Parking Lot (Future)(9,371) |
| Dirt Roads (11,601) | Phase 3 (Future)(10,724) |
| Skid Pad 1 (Future)(100,000) | |



Minnesota State Patrol 2013 and 2014 Dates Reserved for EVOC facility at
Camp Ripley

Drafted May 31, 2013

August 13, 2013

March 25 through 29, 2014

April 1 through 5, 2014

April 8 through 12, 2014

April 15 through 19, 2014

April 22 through 26, 2014

April 29 through May 3, 2014

May 6 through 10, 2014

May 13 through 17, 2014

Interagency Agreement

State of Minnesota

SWIFT Contract No.: 000000000000000000119633

This agreement is between the Minnesota Departments of Public Safety (DPS), State Patrol Division, 445 Minnesota St Suite 130, St Paul 55101 and Department of Military Affairs (DMA), Veterans Service Building, 20 west 12th Street, 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, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This agreement will provide for the use of grounds and facilities at Camp Ripley for training related activities by DPS to be scheduled in advance for appropriate services required by DPS for each training event. Upon satisfactory negotiation by DPS and DMA, DMA will provide a written quote to DPS. Based on the written quote (ATS Form 112), DPS will encumber the money, sign and return the quote with the Purchase Order number to DMA for the use of the negotiated grounds and facilities and in advance of each use of the grounds and facilities at Camp Ripley.

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

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

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

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

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

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

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

3 Consideration and Payment

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

The total obligation of Departments of Public Safety (DPS), State Patrol Division for all compensation and reimbursements to Department of Military Affairs (DMA) under this agreement will not exceed \$706,000.00.

4 Conditions of Payment

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

5 Authorized Representative

DPS's Authorized Representative is Kelly Mager, Lieutenant, Minnesota State Patrol Training & Development Section, 15000 Highway 115, Building 06-078 EMTC, Little Falls, MN 56345, 320-232-2030, or his/her successor.

DMA's Authorized Representative is Scott St. Sauver, Colonel, Office of the Post Commander, 15000 Highway 115 Camp Ripley, Little Falls, MN 56345, 320-616-2699, 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.

Distribution:

Agency

Agency

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Rita Stiefelder

Date: 1-23-17

2. DEPARTMENT OF MILITARY AFFAIRS

KERR.DONALD.JOHN.11389

By: 93198

(With delegated authority)

Title: Executive Director

Date: 19 January, 2017

3. DEPARTMENT OF PUBLIC SAFETY

By: [Signature]
(with delegated authority)

Title: Chief

Date: 1/23/17

Digitally signed by KERR.DONALD.JOHN.1138993198
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=KERR.DONALD.JOHN.1138993198
Date: 2017.01.19 11:48:07 -06'00'

ORIGINAL

DPS Contract # 88308
DNR Contract #: 92281
DNR PO#: 3000078050

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

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

Agreement

1 Term of Agreement

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

2 Scope of Work

2.1 DPS DUTIES

DPS shall:

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

2.2 DNR'S DUTIES

DNR shall:

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

being done.

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

3 Consideration and Payment

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

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

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

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

4 Conditions of Payment

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

5 Authorized Representative

DNR's Authorized Representative is Lt Col Rodmen Smith, DNR/Enforcement Division, 500 Lafayette Road, St. Paul, MN 55155, (651) 259-5054, or his successor.

DPS' Authorized Representative is Major Bruce Brynell, MSP Headquarters, 445 Minnesota Street, Suite 130, St. Paul, MN 55101-5130, (651) 201-7145, or his/her successor.

6 Amendments

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

REC'D 10/15/15
MAY 15 2015

7 Liability

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

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 60 days' written notice to the other party. In the event of a termination, the DPS shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

9. Extension Option

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

10. Coordination and Planning

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

11. Data Practices

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

1. DNR ENCUMBRANCE VERIFICATION

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

Signed: Brenda Muehl
Date: 6/25/15

3. MINNESOTA DEPARTMENT OF NATURAL RESOURCES – ENFORCEMENT DIVISION

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

2. MN DEPARTMENT OF PUBLIC SAFETY

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

Interagency Agreement

Amendment #1

State of Minnesota

DPS Contract Number: 88308

DNR Contract Number: 95255

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

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

Recitals

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

Agreement Amendment

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

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

1 Term of Agreement

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

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

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

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

3 Consideration and Payment

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

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

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

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

~~9~~ **Extension Option**

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

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Gerrad Muse

Date: 6/21/17

SWIFT PO No.: 3000078050

3. DEPARTMENT OF NATURAL RESOURCES;
ENFORCEMENT DIVISION

Signed: [Signature]
(with delegated authority)

Title: Director

Date: 6/27/17

2. DEPARTMENT OF PUBLIC SAFETY;
MINNESOTA STATE PATROL

Signed: [Signature]
(with delegated authority)

Title: Chief

Date: 6.23.17

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Natural Resources (MN DNR), Division of Forestry and the Minnesota Board of Fire Fighter Training and Education (MBFTE).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** January 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:** January 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MN DNR will host three fire leadership training events, L-381 Incident Leadership, L-481 Advanced Leadership for Command and General Staff, and L-380 Fire Service/Line Leadership. These classes are part of the NWCG Leadership Curriculum. MBFTE has established standards under which reimbursement will be provided for accredited training and education. MN DNR will arrange for the training and training related expenses for each training event.

3 Consideration and Payment

MBFTE will reimburse MN DNR after each training event upon the submittal of an invoice.

The total obligation of MBFTE for all compensation and reimbursements to MN DNR under this agreement will not exceed \$112,384.08.

4 Conditions of Payment

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

5 Authorized Representative

MN DNR's Authorized Representative is Todd Manley, Fire Training and Agency Certification Coordinator, 402 SE 11th Street, Grand Rapids, MN 55744, (218) 322-2683, todd.manley@state.mn.us, or his/her successor.

MBFTE's Authorized Representative is Steve Flaherty, Executive Director, 455 Minnesota St., Suite 146, St. Paul, MN 55101, (651) 201-7258, steve.flaherty@state.mn.us.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: *Samy Fremont*

Date: 1/13/15

PO 333338707

3. Minnesota Department of Natural Resources

By: *G.W. [Signature]*
(with delegated authority)

Title: Deputy Director

Date: 1-19-16

2. Minnesota Board of Fire Fighter Training and Education

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

Title: Executive Director

Date: 1-13-16

Interagency Agreement Amendment 1 State of Minnesota

SWIFT Contract Number: 104951
SWIFT Purchase Order Number: 3000038707

Agreement Start Date:	<u>01/01/2016</u>	Total Agreement Amount:	<u>\$121,781.77</u>
Original Expiration Date:	<u>01/31/2017</u>	Original Agreement:	<u>\$112,384.08</u>
Current Expiration Date:	<u>01/31/2017</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Expiration Date:	<u>06/30/2017</u>	This Amendment:	<u>\$ 9,397.69</u>

This Amendment is between the Minnesota Department of Natural Resources, Division of Forestry ("MN DNR"), and the Minnesota Board of Fire Fighter Training and Education ("MBFTE").

Recitals

1. MN DNR and MBFTE have an interagency agreement identified as SWIFT contract 104951 ("Original Agreement") for MN DNR to arrange and host three (3) fire leadership training events on behalf of and for the benefit of MBFTE.
2. MBFTE needs to increase its reimbursement to MN DNR for its services.
3. MN DNR and MBFTE mutually agree to amend the Original Agreement as stated below.

Agreement Amendment

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

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

1 Term of Agreement

- 1.1 **Effective Date.** January 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~January 31, 2017~~ June 30, 2017 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3, **Consideration and Payment**, is amended as follows:

3 Consideration and Payment

MBFTE will reimburse MN DNR after each training event upon the submittal of an invoice.

The total obligation of MBFTE for all compensation and reimbursements to MN DNR under this agreement will not exceed ~~\$112,384.08~~ One Hundred Twenty One Thousand Seven Hundred Eighty One and 77/100 Dollars (\$121,781.77).

The Original Agreement and any previous amendments are incorporated into this amendment by reference; and except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Larry James

Date: 12/5/16

SWIFT PO No.: 3000038707

3. DEPARTMENT OF NATURAL RESOURCES

Signed: [Signature]
(with delegated authority)

Title: Regional Director

Date: 11-22-16

2. MINNESOTA BOARD OF FIRE FIGHTER TRAINING AND EDUCATION

Signed: [Signature]
(with delegated authority)

Title: Executive Director

Date: 12-12-16

Interagency Agreement Amendment 2 State of Minnesota

SWIFT Contract Number: 104951
SWIFT Purchase Order Number: 3000038707

Agreement Start Date:	<u>01/01/2016</u>	Total Agreement Amount:	<u>\$285,780.77</u>
Original Expiration Date:	<u>01/31/2017</u>	Original Agreement:	<u>\$112,384.08</u>
Current Expiration Date:	<u>06/30/2017</u>	Previous Amendment(s) Total:	<u>\$ 9,397.69</u>
Requested Expiration Date:	<u>06/30/2019</u>	This Amendment:	<u>\$163,999.00</u>

This Amendment is between the Minnesota Department of Natural Resources, Division of Forestry ("MN DNR"), and the Minnesota Board of Fire Fighter Training and Education ("MBFTE").

Recitals

1. MN DNR and MBFTE have an interagency agreement identified as SWIFT contract 104951 ("Original Agreement") for MN DNR to arrange and host three (3) fire leadership training events on behalf of and for the benefit of MBFTE.
2. MBFTE needs to increase the number of leadership training events to be arranged and hosted by MN DNR.
3. MN DNR and MBFTE mutually agree to amend the Original Agreement as stated below.

Agreement Amendment

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

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

1 Term of Agreement

- 1.1 **Effective Date.** January 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~June 30, 2017~~ June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

2 Scope of Work

MN DNR will arrange and host ~~three~~ six fire leadership training events comprised of the following classes: L-381 Incident Leadership, L-481 Advanced Leadership for Command and General Staff, and L-380 Fire Service/Line Leadership. These classes are part of the NWCG Leadership Curriculum. MBFTE has established standards under which reimbursement will be provided for accredited training and education. MN DNR will arrange for the training and training related expenses for each training event.

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

3 Consideration and Payment

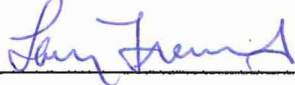
MBFTE will reimburse MN DNR after each training event upon the submittal of an invoice.

The total obligation of MBFTE for all compensation and reimbursements to MN DNR under this agreement will not exceed ~~One Hundred Twenty One Thousand Seven Hundred Eighty One and 77/100 Dollars (\$121,781.77)~~ Two Hundred Eighty Five Thousand Seven Hundred Eighty and 77/100 Dollars (\$285,780.77).

The Original Agreement and any previous amendments are incorporated into this amendment by reference; and except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 8/17/17

SWIFT PO No.: 3000038707

3. DEPARTMENT OF NATURAL RESOURCES

Signed: 
(with delegated authority)

Title: Deputy Director

Date: 8-16-17

2. MINNESOTA BOARD OF FIRE FIGHTER TRAINING AND EDUCATION

Signed: 
(with delegated authority)

Title: Executive Director

Date: 8-16-17

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and Minnesota Department of Corrections ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

As of the date this Interagency Agreement is executed, the ORIs listed in Attachment A are the ORIs that are incorporated by reference and made part of this agreement.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 *Expiration date:* This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement the amount of \$59,040.00 per year, a total amount not to exceed \$295,200.00 during the term of this Agreement.

The Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If the Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Dan Traun, Management Analyst Supervisor, Field Services, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, 651-361-7120, or his/her successor. Lon Erickson, Chief Information Officer, Information Technology, 1450 Energy Park Drive, Suite 200, St Paul, MN 55108, 651-361-7378 or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's and the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected

violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other


party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

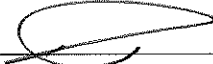
The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. DEPARTMENT OF CORRECTIONS

Name: RON SOTHEID
(PRINTED)
Signed: 
Title: Deputy Commissioner
(with delegated authority)
Date: 5/30/2018

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: ODED GALILI
(PRINTED)
Signed: 
Title: Deputy Director
(with delegated authority)
Date: 06/15/2018

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the Minnesota Department of Public Safety's, Bureau of Criminal Apprehension, Minnesota Justice Information Services (BCA) and MN Dept of Corrections (DOC) (Agency).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** April 1, 2013, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** This Agreement expires March 31, 2018.

2 Agreement between the parties:

Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. The Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

As of the date this Interagency Agreement is executed, the ORIs listed in Attachment A are the ORIs that are incorporated by reference and made part of this agreement.

2.1 General access. BCA agrees to provide the Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use the Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, the Agency's employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. The Agency will select a method(s) of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide the Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. The Agency has created its own policies to ensure that the Agency's employees and contractors comply with all applicable requirements. The Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist the Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

2.6 Access granted.

A. The Agency is granted permission to use all current and future BCA systems and tools for which the Agency is eligible. Eligibility is dependent on the Agency(i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, The Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which The Agency is eligible.

2.7 Future access. On written request by the Agency, BCA also may provide the Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. The Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. The Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If the Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If the Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, the Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 Consideration and Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement the amount of \$59,040.00 per year, a total amount not to exceed \$295,200.00 during the term of this Agreement.

The Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If the Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Dan Traun, Management Analyst Supervisor, Field Services, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, 651-361-7120, or his/her successor. Lon Erickson, Chief Information Officer, Information Technology, 1450 Energy Park Drive, Suite 200, St Paul, MN 55108, 651-361-7378 or his/her successor.

5 Amendments

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

6 Liability

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

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the examination shall be limited to the books, records, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If the Agency accesses federal databases, the Agency's records are subject to examination by the FBI and the Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, the Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If the Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of the Agency.

9.1 Investigation. The Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform the Agency of the suspected violation, subject to any restrictions in applicable law. When the Agency becomes aware that a violation has occurred, the Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, the Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that the Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If the Agency's failure is continuing or repeated, Clause 11 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by the Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of the Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 The Agency understands that if it has signed the Court Data Services Subscriber Amendment and if the Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. The Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 The Agency further agrees that if the Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

11 Termination

Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative. In the event of such termination, BCA shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; and 9. Investigation of alleged violations.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Lynne Kuhne
Date: 4/4/13

**3. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

By: Original signed by
(with delegated authority) Dana Gotz
Title: MNJIS Executive Director
Date: 4/11/13

2. DEPARTMENT OF CORRECTIONS

By: Risa O Grosse
(With delegated authority)
Title: Asst. Commissioner
Date: 3/29/13

ORIGINAL

Interagency Agreement

State of Minnesota

SWIFT Contract Number: 101463

SWIFT Purchase Order Number: 3000036991

43543

This agreement is between the Minnesota Department of Public Safety (DPS) and the Minnesota Department of Corrections (DOC).

Agreement

1 Term of Agreement

1.1 **Effective Date.** July 1, 2015, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.

1.2 **Expiration Date.** June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

2.1 DPS will provide funding support to DOC to perform the following duties and responsibilities:

- a. Coordinate post-conviction advocacy services to victims as they relate to community notification and representation on the **End of Confinement Review Committee**;
- b. Provide victim representation in **End of Confinement Review** hearings;
- c. Provide compliance with statutory crime victim notification requirements as they relate to MN Statutes 242.052-244.053; and
- d. Coordinate with law enforcement for victim notification in predatory offender cases.

2.2 DOC will submit to DPS quarterly data reports related to services provided under this Agreement.

3 Consideration and Payment

DOC will invoice DPS quarterly and in arrears for an amount not to exceed **Twenty Four Thousand and 00/100 Dollars (\$24,000.00)**. DOC shall provide quarterly data reports to DPS at the time the invoice is submitted.

The total obligation of DPS for all compensation and reimbursements to DOC under this Agreement will not exceed **One Hundred Ninety Two Thousand and 00/100 Dollars (\$192,000.00)**

4 Conditions of Payment

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

5 Authorized Representatives

DPS's Authorized Representative is Raeone Magnuson, Executive Director, Office of Justice Programs, 445 Minnesota Street, Suite 2300, Saint Paul, MN 55101, 651-201-7305, raeone.magnuson@state.mn.us, or her successor.

DOC's Authorized Representative is Ron Solheid, Deputy Commissioner, 1450 Energy Park Drive, Suite 200, Saint Paul, MN 55108, 651-361-7234, ron.solheid@state.mn.us, or his successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 10-14-2015

SWIFT PO Number: 36991

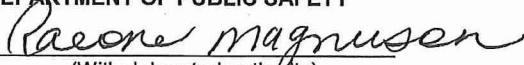
2. DEPARTMENT OF CORRECTIONS

By: 
(With delegated authority)

Title: Deputy Commissioner

Date: 4/11/16

3. DEPARTMENT OF PUBLIC SAFETY

By: 
(With delegated authority)

Title: Director

Date: 1-15-14

Interagency Agreement Amendment 1 State of Minnesota

SWIFT Contract Number: 101463
SWIFT Purchase Order Number: 3000043543

Agreement Start Date:	<u>07/01/2015</u>	Total Agreement Amount:	<u>\$384,000.00</u>
Original Expiration Date:	<u>06/30/2017</u>	Original Agreement:	<u>\$192,000.00</u>
Current Expiration Date:	<u>06/30/2017</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Expiration Date:	<u>06/30/2019</u>	This Amendment:	<u>\$192,000.00</u>

This amendment is by and between the Minnesota Department of Public Safety, acting on behalf of the Office of Justice Programs ("DPS") and the Minnesota Department of Corrections ("DOC").

Recitals

1. DPS and DOC have an interagency agreement identified as SWIFT contract 101463 ("Original Agreement") corresponding to End of Confinement as it relates to Minnesota Statutes §§ 242.052-244.053.
2. DPS and DOC wish to extend the Original Agreement two (2) additional years.
3. DPS and DOC mutually agree to amend the Original Agreement as stated below.

Agreement Amendment

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

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

1 Term of Agreement

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

REVISION 2. Clause 3, **Consideration and Payment**, is amended as follows:

- 3 DOC will invoice DPS quarterly and in arrears for an amount not to exceed **Twenty Four Thousand and 00/100 Dollars (\$24,000.00)**. DOC shall provide quarterly data reports to DPS at the time the invoice is submitted.

The total obligation of DPS for all compensation and reimbursements to DOC under this Agreement will not exceed ~~One Hundred Ninety Two Thousand and 00/100 Dollars (\$192,000.00)~~ Three hundred eighty four thousand and 00/100 Dollars (\$384,000.00).

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Rita Anfeldt

Date: 5/12/17

SWIFT PO Number: 3000043543

3. DEPT. OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS

By: Raone Magnusen
(With delegated authority)

Title: Director

Date: 5/12/17

2. DEPARTMENT OF CORRECTIONS

By: [Signature]
(With delegated authority)

Title: Deputy Commissioner

Date: 5/9/2017

Interagency Agreement

State of Minnesota

SWIFT Contract Number: 120900
SWIFT Purchase Order Number: 3000045957

This Agreement is between the Minnesota Department of Public Safety, on behalf of the Office of Justice Programs division ("DPS") and the Minnesota Department of Corrections ("DOC").

Agreement

1. Term of Agreement

- 1.1 **Effective Date. February 10, 2017** or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date. March 31, 2017** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

2.1 DPS shall:

- 2.1.1 Manage the SAVIN Grant from the federal Bureau of Justice Assistance (BJA).
- 2.1.2 Submit semi-annual progress reports to BJA via the Grants Management System (GMS).
- 2.1.3 Develop and manage the grant work plan.
- 2.1.4 Submit quarterly financial reports to BJA via the GMS.
- 2.1.5 Manage and take the leadership role in the sections of the grant to include: addition of SMS feature to VINE notification options, coordination of advisory team, and development and implementation of marketing plan.
- 2.1.6 Take a leadership role on development and coordination of statewide advisory team.
- 2.1.7 Participate in the design and execution of MN CHOICE as needed.
- 2.1.8 Participate in the design and execution of the safety tracking database and victim-initiated restorative justice database.
- 2.1.9 Coordinate with DOC on training of CHOICE and VINE requirements.

2.2 DOC shall:

- 2.2.1 Modify the existing COMS interface to provide all additional data elements necessary for the CHOICE product enhancements under the SAVIN grant.
- 2.2.2 Take the leadership role on design and implementation of MN CHOICE enhancements including: case management system, restitution tracking system, custom user groups, CHOICE functionality enhancements and language enhancements.
- 2.2.3 Take the leadership on design and implementation of the safety tracking database and victim-initiated restorative justice database.
- 2.2.4 Take a leadership role on training of constituents on added features of the CHOICE system and the safety tracking database and victim-initiated restorative justice database.
- 2.2.5 Coordinate with DPS on the development of the statewide advisory committee and participate on that committee.
- 2.2.6 Hire and supervise a student worker for manual entry of safety-related offender data, victim information and restorative justice information into the database.
- 2.2.7 Coordinate with DPS on marketing strategies for VINE and CHOICE, including media campaigns, development of marketing materials and other public relations activities.
- 2.2.8 Provide DPS information and/or reports, as needed, on: progress on grant

activities, financial expenditures, and information necessary for required semi-annual progress reports.

- 2.2.9 Submit to DPS a quarterly financial report of stated salary match no later than thirty days following the end of the quarter.

3. Consideration and Payment

The total obligation of DPS for all compensation and reimbursements under this Agreement will not exceed **Two Hundred Thousand and 00/100 Dollars (\$200,000.00)**.

Itemized invoices will be filed in arrears, not more often than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than April 30, 2017.

4. Conditions of Payment

All services provided by DOC under this Agreement must be performed to the satisfaction of DPS as determined at the sole discretion of the DPS Authorized Representative.

5. Authorized Representatives

The DPS Authorized Representative is the following individual or her successor:

Name: Suzanne Elwell
Address: 445 Minnesota Street
Suite 2300
St. Paul, Minnesota 55101-2139
Telephone Number: 651-201-7312
E-mail Address: Suzanne.elwell@state.mn.us

The DOC Authorized Representative is the following individual or his/her successor:

Name: Lydia Newlin
Address: 1450 Energy Park Drive
Suite 200
St. Paul, Minnesota 55108
Telephone Number: 651-361-7249
E-mail Address: Lydia.Newlin@state.mn.us

If the DOC Representative changes at any time during this Agreement, DOC must notify the DPS Authorized Representative in writing/e-mail within ten (10) calendar days.

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 thirty (30) days written notice to the other party.

9. Data Practices

Each party must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, US Code title 18 § 2721, and Minnesota Statutes Chapter 168, as these apply to all data provided by DPS under this Agreement, and as these apply to all data created, collected, received, stored, used, and maintained by DOC under this Agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either

party.

If DOC receives a request to release the data referred to in this clause, DOC must immediately notify DPS. DPS will give DOC written instructions concerning the release of the data to the requesting party before the data is released.

DOC is responsible for providing adequate supervision and training to its employees to ensure compliance with the Minnesota Government Data Practices Act and all applicable state and federal laws, and implement security measures to ensure against a data breach. No private or confidential data collected, maintained, or used in the course or performance of this agreement shall be disseminated.

10. Additional Provision

The parties mutually agree that upon execution of this Agreement, the Interagency Agreement identified as SWIFT contract number 51271, effective July 1, 2012 through March 31, 2017 and corresponding to SWIFT Purchase Order #3000013320, is formally terminated.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 2/17/2017

SWIFT Purchase Order Number: 3 - 45957


2. DEPARTMENT OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS

By: 
(with delegated authority)

Title: Director OJP

Date: 2-17-17

3. DEPARTMENT OF CORRECTIONS

By: 
(with delegated authority)

Title: _____

Date: _____

Interagency Agreement Amendment 1 State of Minnesota

SWIFT Contract Number: 120900
SWIFT Purchase Order Number: 3000045957

Agreement Start Date:	<u>02/10/2017</u>	Total Agreement Amount:	<u>\$297,405.00</u>
Original Expiration Date:	<u>03/31/2017</u>	Original Agreement:	<u>\$200,000.00</u>
Current Expiration Date:	<u>03/31/2017</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Expiration Date:	<u>03/31/2018</u>	This Amendment:	<u>\$ 97,405.00</u>

This Amendment is by and between the Minnesota Department of Public Safety, acting on behalf of the Office of Justice Programs ("DPS" and the Minnesota Department of Corrections ("DOC").

Recitals

1. DPS and DOC have an interagency agreement identified as SWIFT contract 120900 ("Original Agreement") for corresponding to VINE and CHOICE requirements.
2. DPS and DOC wish to extend the Original Agreement for one (1) additional year.
3. DPS and DOC mutually agree to amend the Original Agreement as stated below.

Agreement Amendment

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

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

1. Term of Agreement

- 1.1 **Effective Date.** ~~February 10, 2017~~ or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~March 31, 2017~~ March 31, 2018 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3, **Consideration and Payment**, is amended as follows:

3. Consideration and Payment

The total obligation of DPS for all compensation and reimbursements under this Agreement will not exceed ~~Two Hundred Thousand and 00/100 Dollars (\$200,000.00)~~ Two hundred ninety seven thousand four hundred five and 00/100 dollars (\$297,405.00) as identified in and consistent with Exhibit A which is attached and made a part of this Agreement.

Itemized invoices will be filed in arrears, not more often than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than ~~April 30, 2017~~ April 30, 2018.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jan Nomi
Date: 05/22/2017

SWIFT PO Number: 3000045957

3. DEPT. OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS

By: Raeon Magnuson
(With delegated authority)
Title: DIRECTOR OJD
Date: 5-22-17

2. DEPARTMENT OF CORRECTIONS

By: Tom Spilke
(With delegated authority)
Title: Deputy Commissioner
Date: 5/15/2017

EXHIBIT A

Budget for the DPS-DOC VINE/MN CHOICE Interagency Agreement

2/10/17 to 3/31/18

A. PERSONNEL				
Name/Position	Annual salary	% of time	Number of years	Total
Management Analyst	\$48,912	1.00	1.5	\$73,368
Management Analyst	\$48,912	1.00	1.5	\$73,368
Student worker (clerical)	\$29,003	1.00	1.5	\$43,505
DOC student workers	Safety Tracking Database: Life sentence data entry = 46 hours @ \$14.71/hour; safety planning data entry = 350 @ \$14.71/hour; RJ Database: Rj related data entry = 350 hours @14.71/hour.			\$10,974
Total Personnel				\$201,215

B. FRINGE				
Name/Position (Match highlighted in blue)	Total fringe per year (retirement, insurance, FICA)*	% of time	Number of years	Total
Management Analyst	\$22,653	1.00	1.5	\$33,980
Management Analyst	\$22,653	1.00	1.5	\$33,980
Student worker (clerical)	\$7,414	1.00	1.5	\$11,121
Total Fringe				\$79,080

C. TRAVEL		
Purpose of travel	Description/computation	Costs
Trainings/meetings with advocates, law enforcement, probation and corrections agents, and county attorney staff on new notification options through CHOICE and other enhanced features.	Travel by two DOC/OJP staff to conduct trainings/meetings in 10 separate locations around Minnesota . No overnight stay required.	\$1,100
	Travel by two DOC/OJP staff to conduct trainings or meetings in 10 separate locations around Minnesota . One night stay required .	\$4,360
Total Travel		\$5,460

E. SUPPLIES		
Supply items	Computation	Cost
Display materials for conferences, presentations, and public events	Two sets of promotional displays/exhibits, table coverings, and signage: @ \$1000 for VINE and \$1500 for CHOICE; and dedicated training/display computer with expanded monitor @ \$1500. DOC will purchase their own supplies/equipment directly and request reimbursement from DPS.	\$3,000
Computers set ups, software licenses, and software training for Management Analysts and student workers.	Two laptops @ \$1000 each; one desktop @ \$500; 3 double screen monitor set ups @ 1300 per set; and \$200 for each keyboard/mouse/peripherals set up. Three Enterprise licenses for Adobe Acrobat Pro DC @ \$50 for each of 3 staff memers; Sharepoint training @ \$500 for each of 3 staff members.	\$8,650
Total Supplies		\$11,650

TOTAL DOC BILLING TO DPS	\$297,405
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Interagency Agreement Amendment 2 State of Minnesota

SWIFT Contract Number: 120900
SWIFT Purchase Order Number: 3000045957

Agreement Start Date:	<u>02/10/2017</u>	Total Agreement Amount:	<u>\$297,405.00</u>
Original Expiration Date:	<u>03/31/2017</u>	Original Agreement:	<u>\$200,000.00</u>
Current Expiration Date:	<u>03/31/2018</u>	Previous Amendment(s) Total:	<u>\$ 97,405.00</u>
Requested Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$ 0.00</u>

This Amendment is by and between the Minnesota Department of Public Safety, acting on behalf of the Office of Justice Programs ("DPS" and the Minnesota Department of Corrections ("DOC").

Recitals

1. DPS and DOC have an interagency agreement identified as SWIFT contract 120900 ("Original Agreement") for corresponding to VINE and CHOICE requirements.
2. DPS and DOC wish to revise Exhibit A.
3. DPS and DOC mutually agree to amend the Original Agreement as stated below.

Agreement Amendment

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

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

3. Consideration and Payment

The total obligation of DPS for all compensation and reimbursements under this Agreement will not exceed **Two hundred ninety seven thousand four hundred five and 00/100 dollars (\$297,405.00) as identified in and consistent with Exhibit A Exhibit A – Amendment 1**, which is attached and made a part of this Agreement.

Itemized invoices will be filed in arrears, not more than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than April 30, 2018.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: NOT APPLICABLE – NO CHANGE IN FUNDING

Date: 9/19/2017

SWIFT PO Number: 3000045957

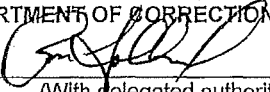
3. DEPT. OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS

By: Raeone Magnuson
(With delegated authority)

Title: Director - OJP

Date: 9-25-17

2. DEPARTMENT OF CORRECTIONS

By: 
(With delegated authority)

Title: Deputy Commissioner

Date: 9/19/17

EXHIBIT A - AMENDMENT 1

Budget for the DPS-DOC VINE/MN CHOICE Interagency Agreement
2/10/17 to 3/31/18

A. PERSONNEL				
Name/Position	Annual salary	% of time	Number of years	Total
Management Analyst	\$48,912	1.00	1.5	\$73,368
Management Analyst	\$48,912	1.00	1.5	\$73,368
Management Analyst	\$50,118	1.00	0.67	\$33,412
Total Personnel				\$180,148

B. FRINGE				
Name/Position (Match highlighted in blue)	Total fringe per year (retirement, insurance, FICA)*	% of time	Number of years	Total
Management Analyst	\$22,653	1.00	1.5	\$33,980
Management Analyst	\$22,653	1.00	1.5	\$33,980
Management Analyst	\$22,502	1.00	0.67	\$15,001
Total Fringe				\$82,960

C. TRAVEL		
Purpose of travel	Description/computation	Costs
Trainings/meetings with advocates, law enforcement, probation and corrections agents, and county attorney staff on new notification options through CHOICE and other enhanced features.	Travel by two DOC/OJP staff to conduct trainings/meetings in 10 separate locations around Minnesota. No overnight stay required. Average roundtrip mileage per trip @ 200 miles x \$.55/mile x 10 trainings.	\$1,100
	Travel by two DOC/OJP staff to conduct trainings or meetings in 10 separate locations around Minnesota. One night stay required. Average roundtrip mileage per trip @ 400 miles x \$.55/mile x 10 events * 2 staff members * 1 night lodging at \$85/night + meal per diem.	\$4,360
Total Travel		\$5,460

E. SUPPLIES		
Supply items	Computation	Cost
Display materials for conferences, presentations, and public events	Two sets of promotional displays/exhibits, table coverings, and signage: @ \$1000 for VINE and \$1500 for CHOICE; and dedicated training/display computer with expanded monitor @ \$1500. DOC will purchase their own supplies/equipment directly and request reimbursement from DPS.	\$3,000
Computers set ups, software licenses, and software training for Management Analysts and student workers.	Two laptops @ \$1000 each; one desktop @ \$500; 3 double screen monitor set ups @ 1300 per set; and \$200 for each keyboard/mouse/peripherals set up. Three Enterprise licenses for Adobe Acrobat Pro DC @ \$50 for each of 3 staff members; Sharepoint training @ \$500 for each of 3 staff members.	\$8,650
Total Supplies		\$11,650

G. CONSULTANTS/CONTRACTS		
Contracted worker	Description	
Contracted workers (DOC student workers)	Safety Tracking Database: Life sentence data entry = 46 hours @ \$14.71/hour; Safety planning data entry = 350 hours @ \$14.71/hour (2 student workers at this rate); Safety planning data entry = 175.15 hours @ \$14.23/hour (1 student worker at this rate) RJ Database: RJ related data entry = 350 hours @ 14.71/hour.	\$13,467
Total consultants/contracts		\$13,467

H. OTHER COSTS		
Microsoft Excell Training for management analysts and VARJP staff.	Full day training at Minnesota Science Museum for 12 attendees: Group rate for 8 attendees: \$2480 per (group rate is \$1,240 per half-day session). Cost for 4 additional attendees: \$310 (cost is \$155 each per half day).	\$3,720
Total Other Costs		\$3,720

TOTAL		\$297,405
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Interagency Agreement Amendment 3 State of Minnesota

SWIFT Contract Number: 120900
SWIFT Purchase Order Number: 3000045957

Agreement Start Date:	<u>02/10/2017</u>	Total Agreement Amount:	<u>\$297,405.00</u>
Original Expiration Date:	<u>03/31/2017</u>	Original Agreement:	<u>\$200,000.00</u>
Current Expiration Date:	<u>03/31/2018</u>	Previous Amendment(s) Total:	<u>\$ 97,405.00</u>
Requested Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$ 0.00</u>

This Amendment is by and between the Minnesota Department of Public Safety, acting on behalf of the Office of Justice Programs ("DPS" and the Minnesota Department of Corrections ("DOC").

Recitals

1. DPS and DOC have an interagency agreement identified as SWIFT contract 120900 ("Original Agreement") for corresponding to VINE and CHOICE requirements.
2. DPS and DOC wish to revise the budget identified as Exhibit A – **Amendment 1**.
3. DPS and DOC mutually agree to amend the Original Agreement as stated below.

Agreement Amendment

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

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

3. Consideration and Payment

The total obligation of DPS for all compensation and reimbursements under this Agreement will not exceed **Two hundred ninety seven thousand four hundred five and 00/100 dollars (\$297,405.00)** as identified in and consistent with ~~Exhibit A – Amendment 1~~ Exhibit A – Amendment 2 which is attached and made a part of this Agreement.

Itemized invoices will be filed in arrears, not more than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than April 30, 2018.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: **NOT APPLICABLE – NO CHANGE IN FUNDING**

Date: _____

SWIFT PO Number: 3000045957

3. DEPT. OF PUBLIC SAFETY; OFFICE OF JUSTICE PROGRAMS

By: Raeon Magnusson
(With delegated authority)

Title: Director OJP

Date: 3-27-18

2. DEPARTMENT OF CORRECTIONS

By: 
(With delegated authority)

Title: Deputy Commissioner

Date: 3/27/18

EXHIBIT A - AMENDMENT 2

Budget for the DPS-DOC VINE/MN CHOICE Interagency Agreement
2/10/17 to 3/31/18

A. PERSONNEL				
Name/Position	Annual salary	% of time	Number of years	Total
Management Analyst	\$44,886	1.00	0.92	\$41,309.08
Management Analyst	\$41,163	1.00	0.76	\$31,189.05
Management Analyst	\$50,118	1.00	0.18	\$9,249.60
Total Personnel				\$81,748

B. FRINGE				
Name/Position (Match highlighted in blue)	Total fringe per year (retirement, insurance, FICA)*	% of time	Number of years	Total
Management Analyst	\$22,653	1.00	0.95	\$21,627.31
Management Analyst	\$16,668	1.00	0.73	\$12,132.92
Management Analyst	\$3,938	1.00	0.18	\$708.81
Total Fringe				\$34,469

C. TRAVEL		
Purpose of travel	Description/computation	Costs
Total Travel		\$0

E. SUPPLIES		
Supply items	Computation	Cost
Display materials for conferences, presentations, and public events	(1) One Haven promotional display/exhibits, table coverings, and signage \$1000 (2) Two Dedicated training/display laptop computers for DOC/Haven @ \$1000 each. (3) Two Touch Screen 49" Floor Standing Digital Kiosk Displays for two units in DOC VARJP promoting and training on Haven (including tax and shipping) @ \$4,500 each	\$12,500
Computers set ups, software licenses, and software training for Management Analysts and student workers.	Two laptops @ \$1000 each; one desktop @ \$500; 3 double screen monitor set ups @ 1300 per set; and \$200 for each keyboard/mouse/peripherals set up. Three Enterprise licenses for Adobe Acrobat Pro DC @ \$50 for each of 3 staff memers; Sharepoint training @ \$500 for each of 3 staff members.	\$8,650
Total Supplies		\$21,150

G. CONSULTANTS/CONTRACTS			
Contracted worker	Description		
Videography	Hire consultant to create instructional and informative videos using professional actors; videos to be embedded into website for public users of Haven service. Based on quote from previous work: video company staff hours (all at \$81.50/hour) 142 hours = \$11,573, script reviews and project management @ 20	\$18,767	
Translation and accessibility expenses	Translate print materials and website language into 5 languages (\$500 per brochure x 9 brochures x 5 languages; \$150 per page x 20 pages of web content converted to information sheets x 5 languages; \$200 per form x 8 forms x 5 languages, 5 posters *5 languages x \$100); and use graphics specialist to ensure	\$48,700	
Contracted workers (DOC student workers)	Safety Tracking Database: Life sentence data entry = 46 hours @ \$14.71/hour; Safety planning data entry = 350 hours @ \$14.71/hour (2 student workers at this rate); Safety planning data entry = 175.19 hours @ \$14.23/hour (1 student worker at this rate)	13,467	
Total consultants/contracts			\$80,934

H. OTHER COSTS			
Marketing of Haven	Printing of 9 Haven brochures in English and Spanish @ \$1650 per 20,000	\$29,700	
	Printing of two sided Haven pocket cards (English/Spanish), 30,000 (\$825 per 10,000)	\$2,475	
	Printing of Haven posters in 6 languages, \$100 per 100, 800 total	\$4,800	
	Printing web content for binders for county attorney's offices: Photocopying: 6 languages x 87 offices x @ \$.15/page 30 pages, plus 87 binders @ \$2.50/each	\$2,567	
	Promotional items for tabling and training (6000 count of 2 separate promotional items @ \$.75/item, and 6000 count of 1 promotional item @ \$1.25/item)	\$16,500	
	Total Marketing		
Photo subscription	Cost to purchase 50 stock photos for Haven website and print materials at average price of \$25 per image through stock photo licensing vendor.		\$1,250
Training for DOC staff on software tools for data management, desk top publishing, graphics, accessibility, and word processing.	SharePoint training @ \$500 for each of 3 staff members (Science Museum of MN). (completed)	\$1,500.00	
	Full day Excel training at for 12 attendees: Group rate for 8 attendees: \$2480 per (group rate is \$1,240 per half-day session). Cost for 4 additional attendees: \$310 (cost is \$155 each per half day) (Science Museum of Minnesota) (completed)	\$2,790	
	InDesign Training for Management Analysts: 2.5 day training (5 sessions) x \$159/session x 5 staff = \$3975	\$3,975	
	One day (two session) InfoPath training for Management Analysts x \$149/session x 5 staff = \$1788	\$1,788	
	Full day Excel Training (2 sessions) x 3 new VARJP staff x \$156.67/session = \$940	\$940	
	Total Staff Training Expense		
Software licenses	InDesign Software \$550/license x 10 staff = \$6050; and Visio Software license: \$160/license x 10 staff = \$1760		\$7,100

Microsoft Excell Training for management analysts and VARJP staff.	Full day training at Minnesota Science Museum for 12 attendees: Group rate for 8 attendees: \$2480 per (group rate is \$1,240 per half-day session). Cost for 4 additional attendees: \$310 (cost is \$155 each per half day).	\$3,720
Total Other Costs		\$79,105

TOTAL		\$297,405
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**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
Between
DEPARTMENT OF TRANSPORTATION
And
DEPARTMENT OF PUBLIC SAFETY
For
USE OF SPACE**

This Agreement is between the Minnesota Department of Transportation (MnDOT) and the Minnesota Department of Public Safety (DPS), State Patrol Division (MSP.)

Background Recitals

1. Under Minnesota State Section 471.59, subdivision 10, MnDOT and DPS are empowered to enter into interagency agreements; and
2. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
3. Under Minnesota State Statute 299D.01, Subd. 8, Quarters, and 299D.03, Subd. 6 (in part).....lands and building for training programs....., MnDOT is required to provide space for the State Patrol, and DPS has agreed to pay for such space; and
4. An agreement that can be regularly updated is an efficient means to administer the State Patrol's use of MnDOT space; and
5. Both parties are willing to enter this agreement.

Notes

Regional Transportation Management Center (RTMC) and Southern Regional Communications Center (SRCC) facilities:

This agreement does not currently (April 1, 2014) cover two facilities shared by MnDOT and DPS: RTMC at the Waters' Edge facility in Roseville and SRCC facility in Rochester. These two facilities offer unique collaboration challenges and are being addressed in a separate document. Once that document is completed (anticipated completion 2014), this document shall be reviewed to incorporate any space related agreements.

Abandoned DPS dispatch space:

This agreement does not currently (April 1, 2014) cover abandoned DPS dispatch space formally housed in MnDOT facilities. Such space, formally known as Transportation Operations Communications Center (TOCC), has been forfeited by DPS. However, because some of this space is uniquely situated in the facility, discussion as to space use may be permitted on a case-by-case basis at the district level (MSP and MnDOT) with approval by MPS Central Headquarters and MnDOT Central Office. Once resolution

has been reached in these unique situations, the Space Agreement document shall be reviewed to incorporate any space related agreements.

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AGREEMENT

1. Term of Agreement; Attachment

- 1.1. *Effective date:* April 1, 2014, or the date all required signatures under Minnesota Statute Section 16C.05, subdivision 2, whichever is later.
- 1.2. *Expiration date:* June 30, 2015, or until terminated, whichever occurs first.
- 1.3. *Attachment A:* Attachment A can be viewed using the State of Minnesota's Real Property Database system. The application used is Archibus, the website is <https://realprop.admin.state.mn.us/archibus>. This website can be reached using any computer on the State's intranet. The log-on credentials to be used by the Minnesota State Patrol are username: DPS.SPACE; password: "Patrol4!". This will display a website that contains all of the drawings available for the space that is occupied by the Patrol. Also displayed is a document accessible in Pdf format that contains summary information, definitions of the categories of space, standards used for measuring, and instructions on how to use the website.

2. Authorized Representatives

- 2.1. MnDOT's authorized representative for purposes of administering this agreement is Robert Miller, Facilities Program Director, Office of Maintenance, 395 John Ireland Blvd, MS 715, 651-366-3573, robert.miller@state.mn.us, or his successor.
- 2.2. DPS' authorized representative for purposes of administering this agreement is Cheri Frandrup, 445 Minnesota Street, Suite 130, 651-201-7131, cheri.frandrup@state.mn.us, or her successor.

3. Space Use Attachment

- 3.1. Attachment A ("Attachment"), which is attached and incorporated into this agreement by reference, lists each MnDOT district, location, space (square footage), who occupies space, space type, historical rental rate, and space charged for and not charged for by MnDOT. Additionally this Attachment will define space types and measurement standards.
- 3.2. The authorized representatives to this agreement shall meet at least 60 days prior to the end of each state fiscal year to review and update the Attachment for the upcoming fiscal year; and if necessary amend the Attachment.
- 3.3. The Attachment shall be updated annually, if needed, and approved in writing and shall not be effective until amendments are executed and approved by the same parties who executed and approved this original agreement, or their successors in the office. Changes to the Attachment or this agreement shall require an amendment to this agreement.
- 3.4. Rates for the biennium of this agreement may not be increased. Should rates need to be increased for future bienniums of this agreement, negotiation of rates shall be completed and agreed upon by MnDOT and DPS prior to May 20 of the odd numbered calendar year proceeding the new biennium. Should this date pass without an agreement, an amendment is required to extend the current agreement to a date certain at the rate of the current agreement.
- 3.5. A reduction or increase in the square footage identified in 3.1 shall necessitate an amendment to the agreement approved by both parties noting the change and the subsequent decrease or increase in cost for the space.

- 3.6. Cost for using classrooms and/or DPS non-exclusive space at the MnDOT Training Center in Arden Hills are not included in this agreement, and shall be handled separately following MnDOT standard procedures and paid for by DPS using a purchase order.
- 3.7. Both parties agree that space occupied and used by DPS in weigh stations, state rest areas, and travel information centers shall not require compensation to MnDOT.
- 3.8. MnDOT will not provide custodial services to Patrol space in MnDOT Truck Station buildings that are located in non-headquarter locations (typically locations other than the A/B district headquarter buildings).

4. General MnDOT Responsibilities

- 4.1. MnDOT shall provide the State Patrol with space needed in district offices, weigh stations, rest areas and travel information centers, as set forth in 3.1, to perform its functions.
- 4.2. The space provided may be designated office space, heated storage, cold storage, yard storage, secured yard storage, parking space, or for other uses specified in the Attachment.
- 4.3. Each MnDOT district office shall have at least one contact person for respective building-related work and concerns. This information shall be shared with DPS at the MnDOT District level.

5. General DPS Responsibilities

- 5.1. DPS provides various services including but not limited to -- inspection and enforcement duties relative to commercial vehicle weights, law enforcement and security presence at MnDOT owned facilities occupied by DPS, and, with the exception of MnDOT Metro District, statewide dispatch service for MnDOT.
- 5.2. DPS agrees to designate a key contact person who shall be responsible for coordinating with MnDOT's District Building Manager to include but not limited to building surveys, building postings, construction/renovation projects, recycling, reuse and sustainability issues, which occur within the premises, and to communicate with MnDOT on postings of work which may affect the building tenants or building operations. This information shall be shared with MnDOT at the MnDOT District level.
- 5.3. Adhere to MnDOT's building operations practices, including but not limited to building security, safety, smoking, waste/recycling, parking and reasonable care of the space.

6. Acknowledgements

- 6.1. Both parties acknowledge that DPS may use, on occasion, MnDOT areas inside the facility to do vehicle searches, inspections, and other law enforcement actions that may arise.
- 6.2. Both parties acknowledge that on occasion, DPS will utilize MnDOT wash bays to clean DPS vehicles. When finished with its use, DPS will return the wash bay to its original condition as found, prior to use.

7. Appeal Process

- 7.1. Either party may appeal a decision or action under this agreement. The initial appeal is to the MnDOT district engineer and corresponding DPS captain responsible for the location. If the issue cannot be resolved at that level, it may be addressed by the two authorized representatives identified in Section 2 of this agreement. A final appeal

may be made to the Partnering Executive Group consisting of the Lieutenant Colonel of DPS and the Director of the Operations Division for MnDOT. They shall jointly agree to a resolution of the dispute. If the two agencies cannot agree on a decision, they may jointly seek a third-party mediation to resolve the dispute. Each party will be responsible for its own costs, if any, related to procuring the mediation service. The mediated decision shall be final.

8. Method of determining square footage for use of space

- 8.1. The Minnesota Space Measurement Standards (Attachment A) shall be used to determine square footage.
- 8.2. MnDOT shall also provide DPS with a breakdown of MnDOT's determined square footage for space used by DPS in each facility.

9. Terms of Payment

- 9.1. As rent for MnDOT space described in Attachment A to this agreement, DPS shall pay MnDOT based on annual costs stated below:
 - \$196,369.60 For 4/1/14 through 6/30/14
 - \$785,478.38 For 7/1/14 through 6/30/15
- 9.2. DPS shall pay to MnDOT an annual fee for the use of space, specified in Attachment A in quarterly payments due on the last day of September, December, March, and June of each fiscal year of this agreement.
Note: Quarterly payments to MnDOT and the total annual amount for each state fiscal year of this agreement are adjustable to actual DPS occupancy dates of space, and shall require an amendment to this agreement.
- 9.3. DPS shall make payments, referencing MnDOT agreement number, directly to MnDOT, using MnDOT's vendor #20036102300; directing payment to the:
 - Minnesota Department of Transportation
 - Accounting and Finance Section, MS 215
 - 395 John Ireland Blvd.
 - St. Paul, MN 55155
- 9.4. MnDOT shall then credit the appropriate MnDOT District Operating Funds account for its share, based on the square footage stated in the Attachment.

10. Liability

- 10.1. Each party is solely responsible for its own employees for any worker's compensation claims. An employee of one party shall not be considered an employee of the other party for any purpose.
- 10.2. Each party is solely responsible for its own acts or omissions associated with the use of space administered by the agreement. The liability of the MnDOT and DPS is governed by Minnesota State Statute 3.736.

11. Audit

Under Minnesota Statutes 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of MnDOT and DPS relevant to this agreement are subject to examination by MnDOT, DPS and/or the Legislative Auditor for a minimum of six years from the end of this agreement.

12. Termination

This agreement may be terminated by either party, with cause, with 90 days written notice to the other party. Upon termination, MnDOT shall be entitled to payment, determined on a pro rate basis, for services provided. DPS shall not be obligated to pay for any services provided after the effective date of termination.

DPS agrees that at the termination of this agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the premises to MnDOT in as good condition as when DPS took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the premises shall remain part thereof and shall not be removed unless MnDOT elects to permit removal.

13. Assignment and Amendments

13.1. *Assignment:* Neither party may assign nor transfer any rights or obligations under this agreement without the prior consent of the other party and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

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

[Remainder of page intentionally left blank]

ADDITIONAL PROVISIONS IN AGREEMENT

Utility Services – Heating / Cooling/Water/Sewage

14. MnDOT responsibilities

- 14.1. MnDOT shall provide utilities including heat, cooling, water and sewer, but excluding telephone, television, fax, Internet, and other communication services.

Heating and Cooling

- 14.2. The premises identified in Attachment A shall be served by heating and cooling facilities of a sufficient design capacity to maintain the premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by DPS of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the premises. MnDOT shall provide DPS with written instructions defining said optimal use.
- 14.3. For purposes hereof, the acceptable space temperature settings for various space identified in agreement are as follows:
- a. Heating temperatures shall be set at the following maximum temperatures:
 - i. 68°F to 70°F for all occupied areas and cafeterias with the goal of maintaining the space temperature within the range of 70°F to 74°F during working hours.
 - ii. 65°F to 67°F for all lobby, corridor and restroom areas.
 - iii. 60°F to 62°F for all building entrances, storage areas and tunnels.
 - iv. Temperature settings for all the above referenced spaces shall be lowered to 60°F to 62°F during non-working hours. DPS work hours vary and temperature settings may need to be adjusted to address those work hours.
 - v. 55°F for all unoccupied spaces.
 - vi. 55°F for all vacated spaces.
 - b. Cooling temperatures shall be set at the following minimum temperatures:
 - i. 76°F to 78°F for all occupied space excluding re-heat systems with the goal of maintaining the space temperature less than 78°F during working hours.
 - ii. Temperature settings for all the above referenced spaces shall be increased to 85°F during non-working hours. DPS work hours vary and temperature settings may need to be adjusted to address those work hours.
 - c. Computer rooms, research facilities and special care facilities are exempted from these requirements. Additional building spaces may be exempted from all or part of these requirements, pursuant to the approval of the Commissioner of Administration.

Ventilation

- 14.4. Air filters shall be replaced by MnDOT as required by the application and the needs of the system. Unless established to the contrary through interagency agreement, air-handling systems shall operate as required to maintain occupied space temperatures.

Electrical

- 14.5. MnDOT shall provide the premises identified in agreement with electrical facilities of a design capacity sufficient to maintain the premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this agreement at the discretion of MnDOT. DPS-owned equipment, purchased and installed by DPS, or purchased and installed on behalf of DPS through a major construction or renovation project and/or DPS's need for extended hours of operation

which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of DPS at DPS's cost. All DPS equipment installation to be approved in accordance with the provisions of this agreement with MnDOT to ensure proper installation and power equipment.

- a. MnDOT shall provide electrical power for DPS. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and MnDOT cannot guarantee continuous availability. If DPS has a need for continuous, uninterruptible, or specific power quality needs, it shall be DPS's responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment shall be approved by MnDOT.
- b. The MnDOT is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and shall be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions shall vary between buildings due to the size of the building and the amount of equipment within the building. In coordination with DPS and where practical, MnDOT shall strive to not disrupt DPS activities. If needed, MnDOT may schedule work during "off hours," nights and weekends in an effort to minimize disruption to DPS activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation MnDOT reserves the right to interrupt electrical services as required during normal business hours.
- c. For non-scheduled power outages, every effort shall be made by MnDOT to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

Use of Space

15. DPS Responsibilities

- 15.1. DPS agrees not to use the premises in this agreement in any way which, in the judgment and discretion of MnDOT, poses a hazard to building occupants, the premises or the building in part or whole, nor shall DPS use the premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.
- 15.2. DPS agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of MnDOT as storage areas. DPS agrees to consider all common areas in the buildings not located within the premises identified in agreement including entrances, lobbies, stairwells and landings as public common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules, Chapter 1235.0100 through Chapter 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space shall apply for the use of such space.
- 15.3. DPS agrees to consider conference rooms not identified as part of the premises in agreement and under the custodial control of MnDOT, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by DPS, DPS's staff or private vendor(s) for solicitation or sales. When scheduling conference rooms, DPS agrees to use the MnDOT scheduling tool or calendar, where available.

- 15.4. DPS shall be responsible for maintaining all non-perimeter security devices or sensors on the premises (including panic devices, call boxes, and cameras) installed at their request and for the sole purpose of DPS use. Where applicable, the response protocol for security devices and alarm activation shall be determined at the district level.

Regional Contacts and Communication

16. Both MnDOT and DPS

- 16.1. Each MnDOT District office shall have designated contacts as identified in Sections 4 and 5 of this agreement.
- a. MnDOT's Building Manager or designee shall coordinate with DPS's key contact person on any work scheduled in a building which could affect building operations.
 - b. MnDOT shall provide notice of these events and DPS shall provide communication to tenants. Reasonable coordination efforts shall be made by MnDOT with DPS's key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.

Process and Specific Responsibilities for Major Construction or Renovation at Facilities

17. Modifications to the condition of the space

- 17.1. MnDOT shall contact DPS prior to initiating any work that will repair the condition of the physical and/or operational characteristics of the premises identified in agreement. Where plans are required, plans shall be reviewed by DPS or their designee. Implementation of the work shall be performed either by:
- a. Qualified MnDOT staff, or
 - b. Licensed contractor, as authorized by MnDOT, under contract with the MnDOT. Said contractor shall follow all applicable codes and licensure requirements.
- 17.2. MnDOT shall include DPS in the scoping process of modifications to the space.
- 17.3. DPS shall contact MnDOT to initiate any work that will affect the physical and/or operational characteristics of the premises in agreement. Such work may include but not be limited to: construction, remodeling, renovation, painting, modular furniture, security systems and communication/data cabling.
- 17.4. Process to be followed includes:
- DPS/Patrol provides scope of work to MnDOT District.
MnDOT District approves and submits scope of work to the Office of Maintenance, Building Services Section (BSS) to determine estimated project cost.
- a. Projects \$50,000 in value or less.
 - i. Consideration for project funding will be held at the MnDOT District/MSP District level.
 - ii. MnDOT District performs work or hires contractor through local purchasing agent.
 - iii. If the project does not require a plan, the District will only notify BSS prior to commencing work.
 - iv. Projects requiring plans and specifications will be submitted by the District to BSS as a District priority project.

- v. BSS will schedule the project design based on fiscal year of funding and staff resources, similar to other District priority projects. BSS will provide completed documents to the District to move forward with bidding process.
- b. Projects greater than \$50,000 but less than \$1.5 million
 - i. BSS prepares a submittal package for the Use of Space Executive Board (Board consisting of senior management representatives from both DPS/Patrol and MnDOT that can make financial commitments for their agency).
 - a. Standard submittal package to include:
 1. Project scope
 2. Project estimated duration (concept to close out)
 3. Preliminary construction estimate (current year)
 4. BSS project management/program delivery costs for consultant or in house design and construction administration.
 - ii. Executive Board determines:
 - a. If the project moves forward.
 - b. BSS program delivery funding (including funding year)
 - c. Project construction funding sources (including funding strings and year)
 - c. Projects greater than \$1.5 million
 - i. BSS prepares a submittal package for the Use of Space Executive Board (Board consisting of senior management representatives from both DPS/Patrol and MnDOT that can make financial commitments for their agency).
 - a. Standard submittal package to include:
 1. Project scope
 2. Project estimated duration (concept to close out)
 3. Preliminary construction estimate (current year)
 4. BSS project management/program delivery costs for consultant or in house design and construction administration.
 5. Time, costs and steps needed to work through the State Designer Selection Board (SDSB). The SDSB considers projects with an estimated cost greater than \$2M or a planning project with estimated fees greater than \$200,000.
 - ii. Executive Board determines:
 - a. If the project moves forward
 - b. Which Agency will make the funding request to the Legislature
 - c. BSS program delivery funding (based on MnDOT's involvements).

Specific Responsibilities for Maintenance, and Minor Construction, Renovation, and Remodeling of Facilities

18. MnDOT Responsibilities

Maintenance, Construction, Remodeling and Renovation Work

- 18.1. MnDOT shall inform DPS in writing, of maintenance, construction, remodeling or renovation work being initiated or coordinated by MnDOT in the premises identified in agreement or building.

Carpet Replacement

18.2. MnDOT shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Unsafe carpet shall be repaired or replaced at discretion of MnDOT. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed shall be determined by MnDOT. Selection of DPS shall be made from MnDOT sample selections. If DPS desires any carpet and MnDOT does not have funding available, MnDOT shall contract, install and invoice DPS. Colors and quality selection shall be approved in writing by MnDOT to ensure durability, maintainability and uniformity.

Interior Decoration

18.3. MnDOT shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of seven (7) years under normal use. Selection shall be made by DPS from MnDOT sample selections. If DPS desires a different type of wall treatment or a different quality of paint, MnDOT shall contract and invoice DPS for the difference in cost. If DPS desires painting and MnDOT does not have funding available, MnDOT shall contract, do the work and invoice DPS. Colors and quality selection shall be approved in writing by MnDOT to ensure durability, maintainability, and uniformity.

Window Treatments

18.4. MnDOT shall repair or replace exterior, perimeter window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and/or other building priorities. Window treatments are expected to have a minimum useful life of fifteen (15) years. The determination is to be made at the discretion of MnDOT. Exterior window treatments shall be selected from the State Contract. If DPS chooses to select a different exterior window treatment that is not under State Contract, DPS shall pay the portion above the State Contract rate. If DPS desires a different type of window treatment, MnDOT shall contract and invoice DPS. Colors, quality selection, and type shall be approved in writing by MnDOT to ensure durability, maintainability, and uniformity. Replacement of any interior window treatments shall be the responsibility of DPS and any related costs shall be borne by DPS.

Ceiling Tiles

18.5. MnDOT shall replace damaged or stained ceiling tiles. The determination whether to replace shall be made at the discretion of MnDOT.

Mechanical/Operating Systems and Equipment Repair/Replacement Services

18.6. MnDOT shall provide engineering, preventative maintenance, maintenance, repair and replacement services on mechanical/operating systems and equipment within the building that are MnDOT-owned and under MnDOT's custodial control.

Grounds Maintenance Services

18.7. MnDOT shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe access and egress. This shall include the following:

- a. Snow and ice removal during normal business hours
- b. Snow and ice removal to allow for building access for parking needs during off-hours, as able
- c. Exterior maintenance of turf, shrubs, trees and plants.

Security Services

- 18.8. In cooperation with the Department of Public Safety/State Patrol, MnDOT shall maintain existing building perimeter security devices such as locks, lighting, access control devices and other security devices.

Signage

- 18.9. MnDOT shall provide for directory signage located in the public spaces. The quantity and location of directory signage shall be at MnDOT's discretion.

19. DPS responsibilities

- 19.1. DPS agrees to inform MnDOT District Building Manager of any issues regarding maintenance, construction, renovation, and remodeling in a timely fashion.
- 19.2. If an issue is not resolved appropriately, DPS may use the appeal process identified in Section 7 of this agreement.
- 19.3. Identification of space within premises identified in agreement is responsible by the MnDOT and shall not be changed by DPS. If DPS contracts for signage with a private vendor, selection shall be coordinated through and approved by MnDOT to ensure appropriate signage and accessible specifications and standards have been met. DPS shall pay for the cost of this signage.

Custodial Services

20. MnDOT Responsibilities

The following custodial effort and frequency is the basic level of service provided by MnDOT; however, it is understood that under extenuating circumstances, a deviation from this schedule may occur.

- 20.1. In general, MnDOT shall provide the same level of cleaning for DPS that will be provided for MnDOT employees and their space. This cleaning shall be conducted during the normal work week, Monday through Friday.
- 20.2. Daily cleaning
- Clean/sanitize restrooms, showers and locker rooms. To include all fixtures, containers, benches, doors and floors. Restock supplies.
 - Clean & mop all hard floors in entrances, lobby's, elevators, stairwells, halls and offices.
 - Vacuum carpet in high traffic areas.
 - Empty all trash containers and take out material marked as trash.
 - Clean and sanitize commons areas to include hand rails, door knobs/pulls/push plates, water fountains, light switches, inside elevators, lunchroom floors, tables, counters/sinks, payphones/directories, and etcetera.
 - Spot clean ceiling, walls, floors, doors, windows, furniture and equipment as needed.
- 20.3. Weekly cleaning
- Vacuum carpet in all areas, spot clean as needed. Sweep and mop all stair risers.
 - Dust common areas.
 - Buff/burnish hard floors, refinish as needed.
- 20.4. Semi-annual cleaning
- Clean HVAC supply and return grills.
 - Shampoo carpet as needed.

- Wash windows in/out.
- 20.5. Annual cleaning
- Deep clean all carpets w/extraction, rotary shampooing, or other deep cleaning methods.
- 20.6. MnDOT shall be responsible for custodial services at designated weigh stations where identified in Attachment A.
- 20.7. Due to their limited hours of operation, MnDOT will not provide custodial service to non-primary weigh station buildings (primary weigh stations are identified in Attachment A).

21. DPS Responsibilities

- 21.1. DPS shall be responsible for custodial services at DPS designated space at travel information centers and rest areas.
- 21.2. DPS shall be responsible for custodial services at weigh stations not identified in Attachment A.

Recycling, Energy Efficiency and Sustainability

22. MnDOT responsibilities

- 22.1. Minnesota believes in the value of recycling and MnDOT shall provide recycling service at each location.

23. DPS responsibilities

- 23.1. DPS agrees to observe reasonable precautions to prevent waste and conserve energy and natural resources by use of settings as determined by MnDOT for thermostats, vents, appliances, lights and climate control devices such as window treatments. DPS agrees to follow all Governor, MnDOT, or District policy regarding energy use. MnDOT may provide DPS with instructions defining said optimal use.
- 23.2. DPS is responsible for all of their confidential recycling.

Insurance and Fire Suppression

24. MnDOT responsibilities

- 24.1. MnDOT insures the building structures only, each party is responsible for its own fixtures, equipment, computers, radios, personal property, and other contents in any building.
- 24.2. MnDOT shall provide preventive maintenance, repair and replacement and annual testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements within the buildings that are MnDOT owned.

Liability and Personal Property

25. DPS Responsibilities

- 25.1. DPS is responsible for agency owned equipment and office furniture. Disposal shall be at DPS's expense.
- 25.2. All DPS owned and furnished equipment shall be DPS's responsibility to maintain, repair and inspect. DPS to be responsible for any cost of repairs to the building and building components resulting from DPS owned equipment failure.

- 25.3. UL certified appliances such as, but not limited to toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by MnDOT.
 - 25.4. DPS shall be responsible for all costs related to environmental and/or other clean-up costs caused by DPS activities or functions. This includes clean up caused by, but not limited to, interior or exterior storage of state owned vehicles, confiscated vehicles, batteries, drugs and equipment on MnDOT property or any pollutant, contaminant, or hazardous substance brought onto, stored, or disposed of on MnDOT property. No pollutant, contaminant, or hazardous substance will be introduced into MnDOT's waste stream without express written (email or otherwise) consent of MnDOT's District Facilities Supervisor.
 - 25.5. DPS is responsible for the clean-up and related costs for any damage done to MnDOT furnishings, equipment and MnDOT employee personal property arising from DPS's misuse or neglect of the provisions in this agreement.
- 26. MnDOT Responsibilities**
- 26.1. MnDOT is responsible for the clean-up and related costs for any damage done to DPS furnishings, equipment and DPS employee personal property arising from MnDOT's misuse or neglect of the provisions in this agreement. MnDOT will follow established MnDOT practices and processes for storing, handling, and disposing of pollutants, contaminants, and hazardous substances.

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Minnesota Department of Transportation
Approved

By: [Signature]

Title: Division Director

Date: 3/31/14

MnDOT Contract Management:

(as to form)

[Signature] April 3, 2014

Minnesota Department of Public Safety
Approved

By: [Signature]

Title: LT. COLONEL

Date: 3-28-14

State Encumbrance Verification

By: [Signature]

Date: 3-27-14

SWIFT Contract No. 76189

Purchase Order ID No 3000020417

Minnesota Space Measurement Standards

USABLE SQUARE FEET

- 4.1 Definition The Leased Premises is defined as the total usable square feet exclusively occupied by LESSEE and is the basis for calculation of rent payable hereunder.
- 4.2 Measurement Method Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.
- 4.3 Exclusions and Deductions Excluded from the usable square feet measurement are:
- a. vertical shafts,
 - b. elevators,
 - c. stairwells,
 - d. dock areas,
 - e. mechanical, utility and janitor rooms,
 - f. restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants;
 - g. each and every column and/or pilaster within the Leased Premises of four (4) square feet or more; and
 - h. each and every column and/or pilaster attached to the exterior or demising wall within the Leased Premises.

Space Measurement Standards for Non-Office Type Space

Yard Space

1. Any area fenced in for the sole use by MSP will be considered as usable space. This space should be measured from the inside post at each corner of the area. The opposing side measurements will be averaged, the resulting values will be multiplied by each other and the result will be the square footage of the fenced in area. If the area is not a rectangle or square, the area may need to be surveyed to get the proper area.
2. For non-fenced areas used by MSP the area to be used for the agreement will be an area mutually agreed to by MnDOT and MSP. The area to be used will be marked out on a site plan in the approximate location to be used and will be kept on record in the BSS office.

Parking Spaces

1. Outdoor parking stalls designated and signed as MSP only will be assigned an area of 210 sq. ft. per space.
2. Indoor parking stalls used by MSP will be assigned an area of 180 sq. ft.

Miscellaneous Storage Space

1. Any storage space within a MnDOT building will be measured on the drawing for that building. These measurements will be done following as close as possible the Department of Administration guidelines for usable square feet, realizing that they were developed for office type space. These storage space sizes should be mutually agreed to by MnDOT and MSP.

PRIMARY WEIGH SCALES

<u>DISTRICT</u>	<u>NAME</u>	<u>BUILDING NUMBER</u>	<u>CITY, STATE ZIP</u>
District 1	Saginaw Weigh Scale	T7910092125	Saginaw, MN 55779
District 2	Erskine Weigh Scale	T7910092125	Erskine, MN 56535
District 2	RED RIVER WEIGH SCALE	T7940092054	Dilworth, MN 56529
District 7W	Worthington Weigh Scale	T7975092119	Worthington, MN 56187
Metro District	Daytonport Weigh Scale	T7990092139	Elk River, MN 55303
	St Croix Weigh Scale	T7990092129	West Lakeland Twnshp, MN 55082

Minnesota Department of Transportation						
Space Location and Type	Who	SQ. FT.		Charged	Not Charged	
District 1						
Duluth HQ - T7910090221						
Office Space	MSP2700	4,029	Includes Old dispatch space of 660 sq. ft./ Reduced space of 4286 by 257 sq. ft. with removal of lunch/conference room Revised 12/6/2013.	3,369	660	
Heated Storage	MSP2700	720	Incr. from 540 12/6/2013(4 Parking spaces)	720		
Cold storage	MSP2700					
Yard Storage	MSP2700					
Secured Yard Storage	MSP2700	39,108		39,108		
Parking Space	MSP2700	11				11
Virginia HQ - T7915090123						
Office Space	MSP3100	4,796	Includes Old dispatch space of 1522 sq. ft. figures revised upward by 9sq ft to reflect Archibus figures.	3,274	1,522	
Heated Storage						
Cold storage						
Yard Storage	MSP3100	11,000		11,000		
Secured Yard Storage						
Parking Space	MSP3100	14				14
Carlton S.B. 35 - T7910090284						
Office Space	MSP2700	352		352		
Office Space	CV4750	459	Rest of building 374 sq. ft. restrooms and mechanical			459
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Thompson Hill Patrol Building - T7910092141						
Office Space	MSP2700	1,561				1,561
Heated Storage	MSP2700	983	attached garage			983
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space	MSP2700	3				3
Saginaw Scale - T7910092125						
Office Space	CV4750	866	Changed from 844 to match Archibus drawing total 1/24/14			866
Heated Storage	CV4750	818	Changed from 801 to match Archibus drawing total 1/24/14			818
Cold storage - T7910090216	CV4750	175				175
Cold storage - T7910090216	MSP2700	384	Garage - T7910090216			384
Yard Storage						
Secured Yard Storage						
Parking Space						
Kettle River Rest Area - T7910095105						
Office Space	MSP2700	132				132
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
General Andrews Rest Area - T7910095106						
Office Space	MSP2700	132				132
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Totals						
Office Space	MSP2700/MSP3100	11,002	MSP2700 - 6206 MSP3100 - 4796	6,995	4,007	
Heated Storage	MSP2700	1,703		720	983	
Cold storage	MSP2700	384			384	
Yard Storage	MSP3100	11,000		11,000		
Secured Yard Storage	MSP2700	39,108		39,108		
Parking Space	MSP2700/MSP3100	28	MSP2700 - 14 MSP3100 - 14			28
Office Space	CV4750	1,325				1,325
Heated Storage	CV4750	818				818
Cold storage	CV4750	175				175
Yard Storage						
Secured Yard Storage						
Parking Space						

Minnesota Department of Transportation						
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged	
District 2						
Bemidji HQ - T7920090330						
Office Space	MSP3200	375		375		
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space	MSP3200	2				2
Thief River Falls TS - T7920090533						
Office Space	MSP3200	3,280		3280		
Heated Storage	MSP3200	1,571		1571		
Cold storage						
Yard Storage	MSP3200	22,500		22500		
Secured Yard Storage						
Parking Space						
Ada TS - T7920090517						
Office Space	MSP3200	141		141		
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Bagley TS - T7920090317						
Office Space	MSP3200	412				412
Heated Storage	MSP3200	1,471	No charge per an agreement			1471
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Hallock TS - T7920090516						
Office Space	MSP3200	142		142		
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Roseau TS - T7920090536						
Office Space						
Heated Storage	MSP3200	100	Approx. - no charge			100
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Ersine Scale - T7925092042						
Office Space	CV4770	1,266	Lowered from 1278 to match Archibus figure			1266
Heated Storage	CV4770	938	Raised from 935 to match Archibus			938
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Totals						
Office Space	MSP3200	4,350		3938		412
Heated Storage	MSP3200	3,042	Minus 1571 sq. ft. no charge per agreements	1571		1571
Yard Storage	MSP3200	22,500		22500		
Parking Space	MSP3200	2				2
Office Space	CV4770	1,266				1266
Heated Storage	CV4770	938				938

Minnesota Department of Transportation						
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged	
District 3A						
Baxter HQ - T7930090443						
Office Space	MSP2800	4,095	Revised from 5107 sq ft 12/3/2013	4095		
Heated Storage	MSP2800	491	Garage area in HQ Building	491		
Cold storage - T7930090451	MSP2800	980	Building #90451	980		
Yard Storage	MSP2800	2,000		2000		
Secured Yard Storage						
Parking Space	MSP2800	10			10	
Area of Patrol Lot	MSP2800	19418			19418	
Wadena, TS - T7930090450						
Office Space	MSP2900	152		152		
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Brainerd Lakes Welcome Center - T7930095312						
Office Space	MSP2800	345			345	
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Totals						
Office Space	MSP2900/MSP2800	4,592	MSP2800 - 4440 MSP2900 - 152	4247	345	
Heated Storage	MSP2800	491		491		
Cold storage	MSP2800	980		980		
Yard Storage	MSP2800	2,000		2000		
Secured Yard Storage						
Parking Space	MSP2800	10			10	
Area of Patrol Lot	MSP2800	19418			19418	

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 3B					
St Cloud HQ - T7935090735					
Office Space	MSP2600	6,502	Old dispatch space of 1192 sq. ft. is not included. Revised down from 5423 to 5310 from archibus actual 12/27/2013.	5,310	1,192
Heated Storage					
Cold storage	MSP2600	4,183	#90775 - 2684 sq. ft. and #90786(DNR) - 1288 sq. ft.	4,183	
Yard Storage	MSP2600	16,010	#90787 Patrol Post Building - 211 sq. ft.	16,010	
Secured Yard Storage	MSP2600	10,090		10,090	
Parking Space					
Buffalo TS - T7935090753					
Office Space					
Heated Storage	MSP2600	172	On mezzanine. No charge by agreement??		172
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Monticello TS - T7935090742					
Office Space					
Heated Storage					
Cold storage					
Yard Storage	MSP2600	540	Proposed Command Vehicle Parking		540
Secured Yard Storage					
Parking Space	MSP2600	1			1
Central Minnesota TIC - T7935095360					
Office Space	MSP2600	99			99
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Enfield Rest Area - T7935095354					
Office Space	MSP2600	121			121
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Sauk Centre TS - T7935090772					
Office Space	MSP2600	121		121	
Heated Storage	MSP2600	170		170	
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2600	1			1
Totals					
Office Space	MSP2600	6,843		5,431	1,412
Heated Storage	MSP2600	342		170	172
Cold storage	MSP2600	4,183		4,183	
Yard Storage	MSP2600	16,550		16,010	540
Secured Yard Storage	MSP2600	10,090		10,090	
Parking Space	MSP2600	2			2

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 4					
Detroit Lakes HQ - T7940090616					
Office Space	MSP2900	5,598	Includes Old dispatch space of 1244 sq. ft. Revised old dispatch space to 1239 and patrol space to 4359 for a total of 5598. 12/31/2013	4359	1239
Heated Storage	MSP2900	1,578	2 rooms totaling 2034 sq. ft. shared with MnDOT 50/50, Patrols portion of the 2 rooms is 1017 sq. ft. Patrol also has a room of 561 sq. ft. Their total of Heated storage is 1578 sq. ft.	1578	
Cold storage - T7940090638	MSP2900	300	Bldg. #90638	300	
Yard Storage	MSP2900	7,500		7500	
Secured Yard Storage					
Parking Space					
Morris HQ - T7945090820					
Office Space	MSP2600	114		114	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Alexandria TS - T7945090818					
Office Space	MSP2900	216	On mezzanine	216	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Fergus Falls TS - T7940090615					
Office Space	MSP2900	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Red River Weigh Scale - T7940092054					
Office Space	CV4760	2,501			2501
Heated Storage	CV4760	2,145			2145
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2900/MSP2600	6,112	MSP2600 - 114 MSP2900 - 4759	4873	1239
Heated Storage	SP	1,578		1578	
Cold storage	SP	300		300	
Yard Storage	SP	7,500		7500	
Secured Yard Storage					
Parking Space					
Office Space	CV4760	2,501			2501
Heated Storage	CV4760	2,145			2145
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 6A					
Rochester HQ - T7960091225					
Office Space	MSP2100	4,954	3845 sq. ft. of Patrol Office space, Dispatch space of 841 sq. ft. and 268 sq. ft. of Office space for dispatch supervisors	3,845	1,109
Heated Storage	MSP2100	353		353	
Cold storage - T7960091259	MSP2100	1,386	#91259	1,386	
Yard Storage	MSP2100	14,400		14,400	
Secured Yard Storage					
Parking Space	MSP2100	3	May change after remodel		3
Preston TS - T7960091216					
Office Space	MSP2100	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Winona TS - T7960091218					
Office Space	MSP2100	211		211	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2100	5,349		4,240	1,109
Heated Storage	MSP2100	353		353	
Cold storage	MSP2100	1,386		1,386	
Yard Storage	MSP2100	14,400		14,400	
Secured Yard Storage					
Parking Space	MSP2100	3			3

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 6B					
Owatonna HQ - T7965091327					
Office Space	MSP2100	563		563	
Heated Storage					
Cold storage - T7965091347	MSP2100	300		300	
Yard Storage					
Secured Yard Storage	MSP2100	10,277		10,277	
Parking Space	MSP2100	3			3
Albert Lea TS - T796509132719					
Office Space	MSP2100	372		372	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Red Wing TS - T7965091354					
Office Space	MSP2100	148		148	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2100	1,083		1,083	
Heated Storage					
Cold storage	MSP2100	300		300	
Yard Storage					
Secured Yard Storage	MSP2100	10,277		10,277	
Parking Space	MSP2100	3			3

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 7E					
Mankato HQ - T7965091445					
Office Space	MSP2200	6,695	Revised from 6700 to match Archibus	6,695	
Heated Storage					
Cold storage					
Yard Storage	MSP2200	9,600		9,600	
Secured Yard Storage					
Parking Space	MSP2200	4			4
Totals					
Office Space	MSP2200	6,695		6,695	
Heated Storage					
Cold storage					
Yard Storage	MSP2200	9,600		9,600	
Secured Yard Storage					
Parking Space	MSP2200	4			4

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 7W					
Windom HQ - T7975091445					
Office Space	MSP2300	252		252	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2300	1			1
Luverne TS - T7975091609					
Office Space	MSP2300	55	2 desks in a shared office area	55	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
St James TS - T7975091632					
Office Space	MSP2200	170	Revised from 172 to match Archibus	170	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Worthington Weigh Scale - T7975092119					
Office Space	CV4720	700	revised 1/2/14 to match Archibus		700
Heated Storage	CV4720	679	revised 1/2/14 to match Archibus		679
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Jackson Truck Station - T7965091616					
Office Space					
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space			1 Parking space????? See MSP Space and Location report		1
Totals					
Office Space	MSP2200/MSP2300	477	MSP2300 - 307 MSP2200 - 172	477	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2200/MSP2300	2	1 each		2
Office Space	CV4720	700			700
Heated Storage	CV4720	679			679
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 8					
Marshall HQ - T7980091523					
Office Space	SP	3,482		3,482	
Heated Storage	SP	180		180	
Cold storage					
Yard Storage	SP	6,000	Old agreement said 3000	6,000	
Secured Yard Storage					
Parking Space	SP	3			3
Patrol Parking Lot	SP	10,871			10,871
Hutchinson TS - T7980091030					
Office Space	SP	283		283	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Pipestone TS - T7980091542					
Office Space	SP	253		253	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	SP	4,018		4,018	
Heated Storage	SP	180		180	
Cold storage					
Yard Storage	SP	6,000		6,000	
Secured Yard Storage					
Parking Space	SP	3			3
Patrol Parking Lot	SP	10,871			10,871

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District Metro					
Golden Valley HQ - T7990090931					
Office Space - T7990090938	MSP2500	4,741	5334 Patrol stand alone bldg on Golden Valley Site revised from 4560 after physically measuring the building. Previous agreement had it at	4,741	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2500	21,852	Reduced from 33900 after discussion with Capt. Brynell, will move impound cars into the smaller area.		21,852
Office Space - T7990090931	ISS	2,922	MnDOT Main HQ Building	2,922	
Heated Storage					
Cold storage					
Yard Storage	ISS	100	reduced from 2328 sq ft, only two small trailers stored here, will move if space is needed. No charge by agreement		100
Secured Yard Storage					
Parking Space	ISS	4	Noticed signed spots when visiting site		4
Patrol Parking Lot					
Oakdale HQ - T7990091138					
Office Space	MSP2400	2,831	reduced from 2837 to match Archibus	2,831	
Heated Storage					
Cold storage - T7990091166	MSP2400	1,781	reduced from 2000 to match Archibus and remeasuring in person 1/7/14	1,781	
Yard Storage					
Secured Yard Storage					
Parking Space					
Parking Lot	MSP2400	6,882			6,882
RTMC - T7990091195					
Office Space	SP	1,465	In another agreement? Not charged in this agreement. Revised to 1465 per Archibus	1,465	
Heated Storage	SP	360	2 spaces in heated garage	360	
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Maple Grove TS - T7990090992					
Office Space	MSP2500	98	revised from 96 to match archibus 1/8/14		98
Heated Storage					
Cold storage					

Yard Storage				
Secured Yard Storage				
Parking Space				
Maplewood TS - T7990091117				
Office Space	SP			
Heated Storage		180	Antique Squad Car(180 is a standard for indoor parking)	180
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
Chaska TS - T7990090926				
Office Space	MSP2500	101		101
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
Maryland Ave TS - T7990091165				
Office Space	MSP2400	140		140
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
Daytonport Weigh Scale - T7990092139				
Office Space	CV4730	565		565
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
First Building - T7990090906				
Office Space	MSP2400	821	Revised upward from 791 to match Archibus 1/8/14	821
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
Elm Creek Rest Area - T7990095500				
Office Space	MSP2500	189		189
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				

St Croix Rest Area - T7990095903					
Office Space	MSP2400	427			427
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
St Croix Weigh Scale - T7990092129					
Office Space	CV4730	1,389			1,389
Heated Storage	CV4730	1,330			1,330
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
SEE METRO DISTRICT TOTALS NEXT PAGE					
METRO DISTRICT TOTALS					
Totals					
Office Space	MSP2400	4,219		3,792	427
Heated Storage	MSP2400	180			180
Cold storage	MSP2400	1,781		1,781	
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2400	6,882			6,882
Office Space	MSP2500	5,129		4,741	388
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2500	21,852			21,852
Office Space	ISS2000	2,922		2,922	
Heated Storage					
Cold storage					
Yard Storage	ISS2000	100			100
Secured Yard Storage					
Parking Space	ISS2000	4			4
Office Space	CV4730	1,954			1,954
Heated Storage	CV4730	1,330			1,330
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Office Space	RTMC	1,465	Another agreement will cover this space		

Revision Date - 3/25/2014

Attachment A - Use of Space Agreement

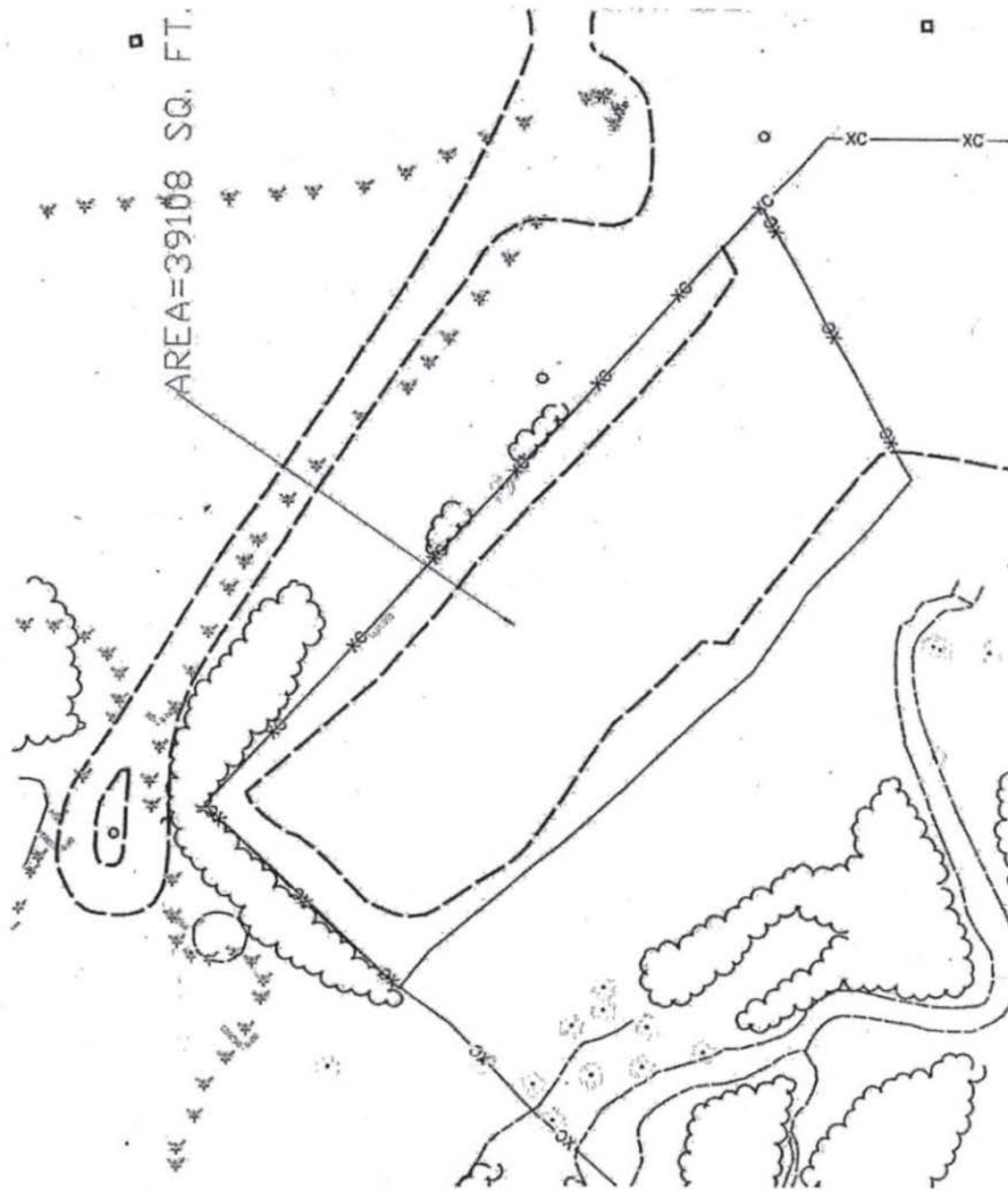
Heated Storage	RTMC	360	Another agreement will cover this space		
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 10					
Arden Hills Training Center					
Office Space	SP	4,305	Revised from 4303 to match Archibus	4,305	
Heated Storage		0			
Cold storage	SP	497		497	
Yard Storage		0			
Secured Yard Storage		0			
Parking Space		0			

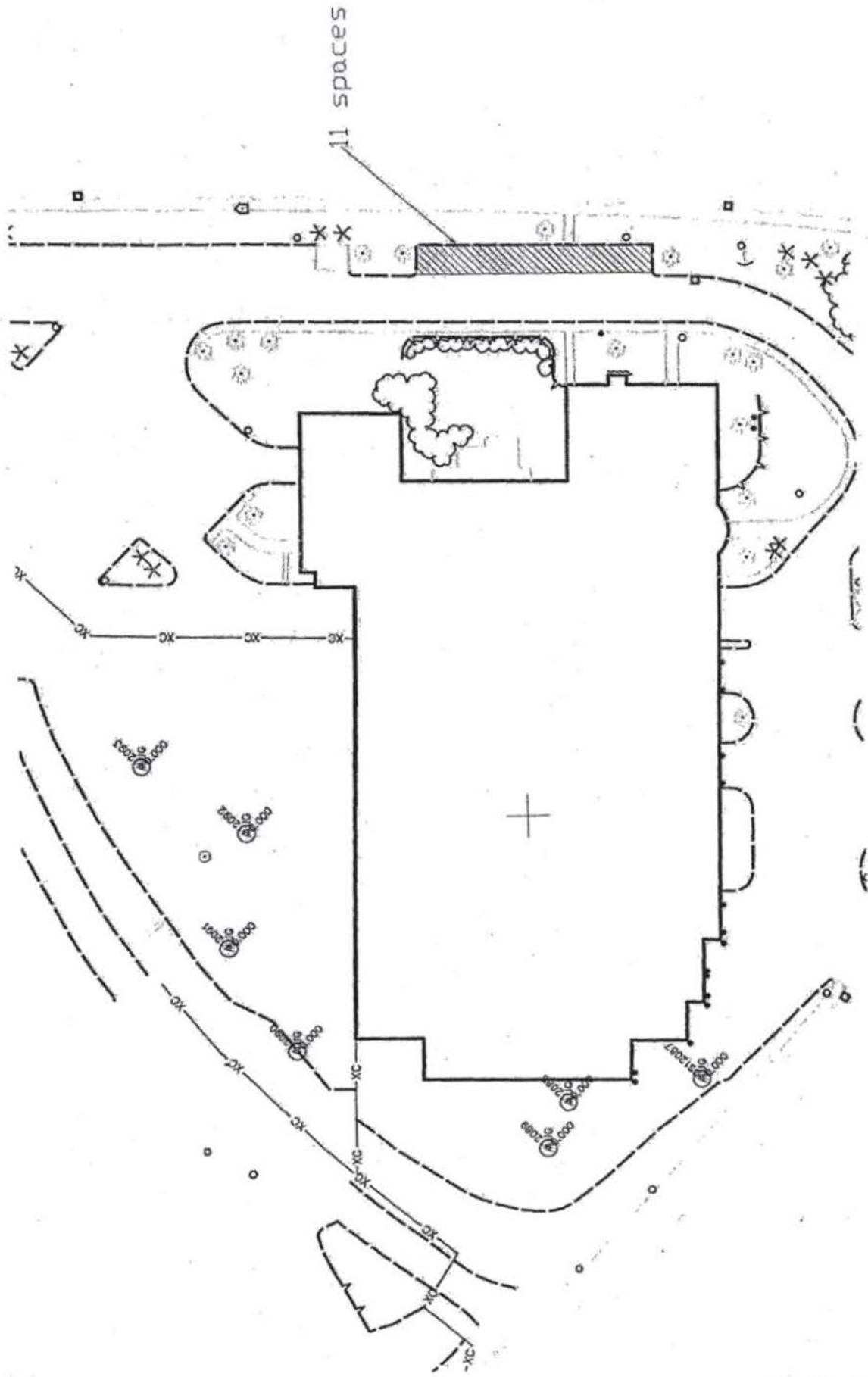
Minnesota Department of Transportation				
Space Location and Type	Who	Total Space Occupied	Charged In Previous Agreement	Not Charged in Previous Agreement
Statewide Totals				
Office Space	SP	84,174	54,835	9,339
Heated Storage	SP	7,869	5,063	1923
Cold storage	SP	9,811	9,427	384
Yard Storage	SP	89,550	89,010	540
Secured Yard Storage	SP	59,475	59,475	
Parking Space	SP	57		57
Patrol Parking Lot	SP	59,023		59,023
Office Space	ISS-charged/RTMC- other agreement	4,387	2,922	1,465
Heated Storage	RTMC	360		360
Cold storage				
Yard Storage	ISS	100		100
Secured Yard Storage				
Parking Space	ISS	4		4
Patrol Parking Lot				
Office Space	CV	7,746		7,746
Heated Storage	CV	5,910		5,910
Cold storage	CV	175		175
Yard Storage				
Secured Yard Storage				
Parking Space				
Patrol Parking Lot				

COMPARISON OF SPACE USED, CHARGED AND NOT CHARGED WITH PREVIOUS RATES AND WITH CURRENT "STREET RATES"				
FOR REFERENCE ONLY				
Type of Area		Total Square Footage All occupied space accounted for whether it is charged for or not e.g. TOCC, Weigh Scales, and areas agreed to by individual districts.	This Report Total Square Footage (Area from Weigh Scales, Rest Areas, and TIC's, areas given up or added by MSP for this new agreement period, has been removed.)	Square Footage - this square footage is taken from the data in attachment 3 of the last agreement dated 6/15/2011
Office Space		76,307	57,757	68,683
Heated Storage		14,189	5,063	3,633
Cold storage		9,986	9,417	9,178
Yard Storage (See Notes in Columns)		220,858	148,485	155,440
		Includes Secured Yard Storage, Yard Storage, Parking Space @ 210 sq. ft each, and Patrol Parking Lots	Includes Secured Yard Storage, Yard Storage Only	Includes Secured Yard Storage, Yard Storage Only
	\$/sq. ft./year from attachment 3 of agreement dated 6/15/2011			
Office Space	\$9.80	\$747,808.60	\$566,018.60	\$672,603.40
Heated Storage	\$9.80	\$138,562.20	\$49,617.40	\$35,603.40
Cold storage	\$4.31	\$43,039.66	\$40,630.37	\$39,537.18
Yard Storage (includes areas below)	\$0.27	\$59,531.66	\$40,090.95	\$36,028.80
TOTAL		\$989,042.12	\$696,357.32	\$783,792.78
	Street Rates (Admin rates averaged \$/sq. ft./year these rates were averaged from rates given to us by Bev Krois of Admin.)			
Office Space includes former TOCC space	\$17.32	\$1,321,637.24	\$1,000,351.24	
Heated Storage	\$10.44	\$147,611.16	\$52,857.72	
Cold storage	\$5.05	\$50,429.30	\$47,606.35	
Yard Storage (includes areas below)	\$5.19	\$1,146,253.02	\$770,637.15	
TOTAL		\$2,665,930.72	\$1,871,452.46	

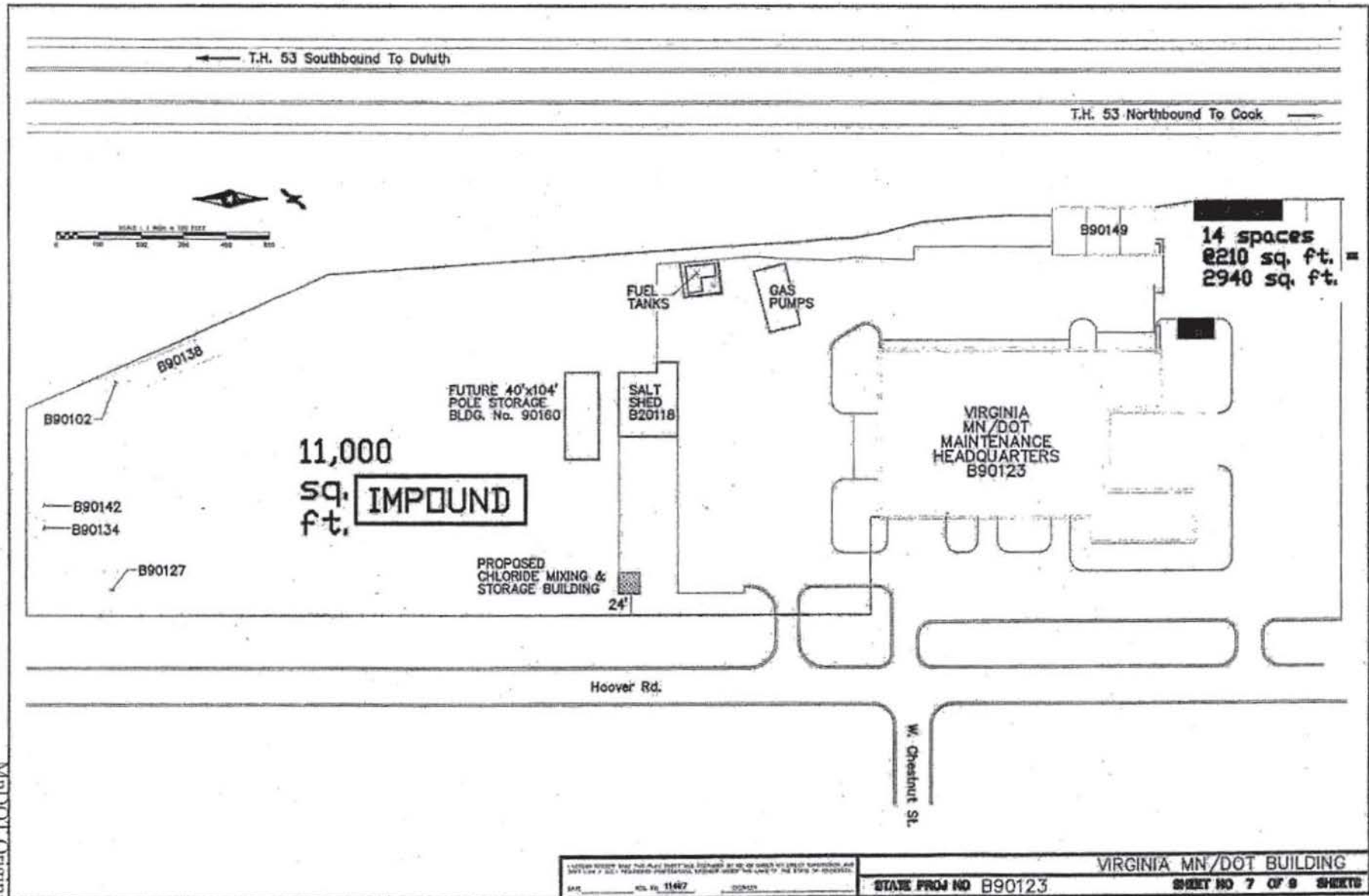
Duluth Headquarters impound lot area measured to outside of fence line.



Duluth HQ Patrol Parking 11 Spaces

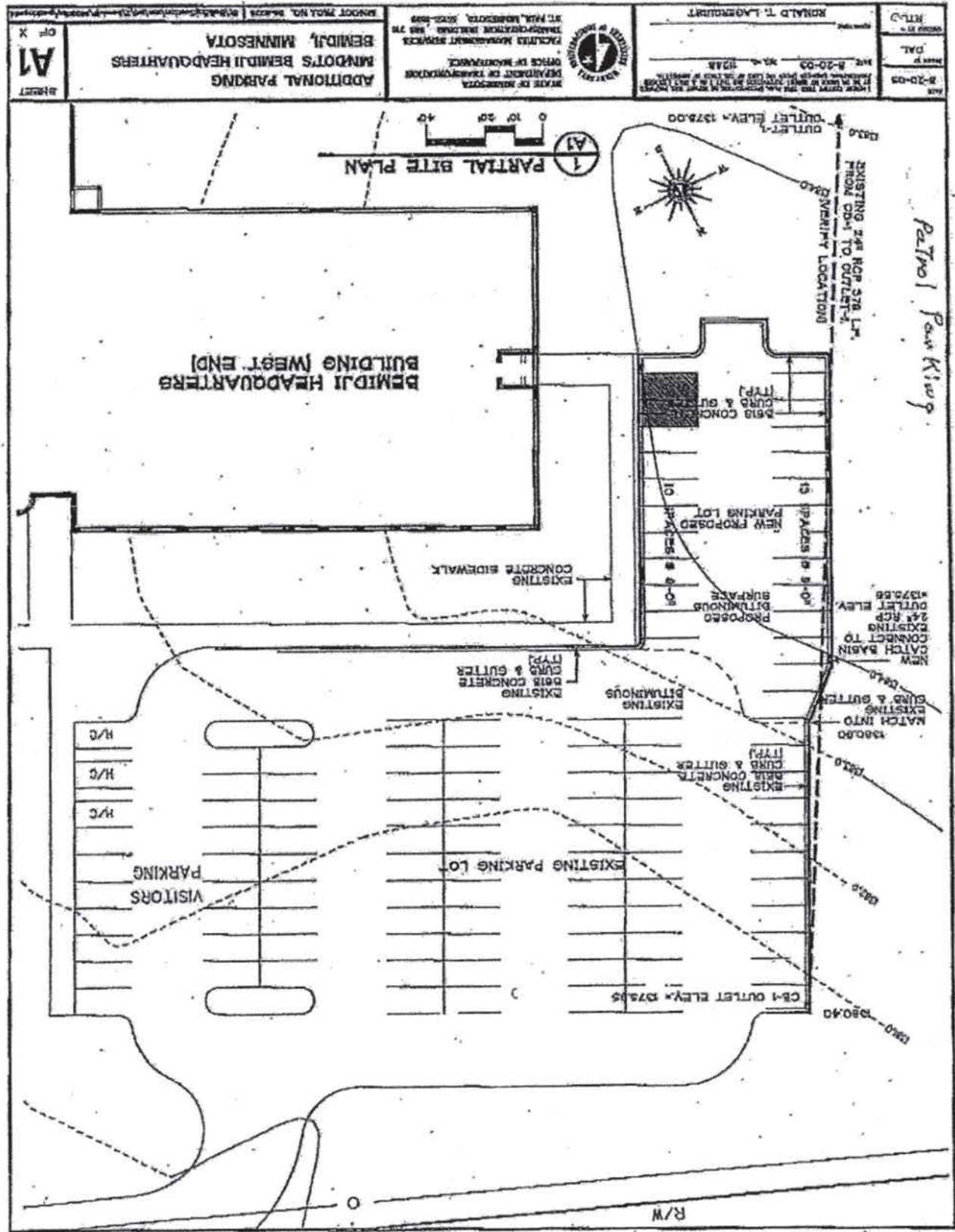


Virginia HQ Yard Storage and Parking (14 spaces total)



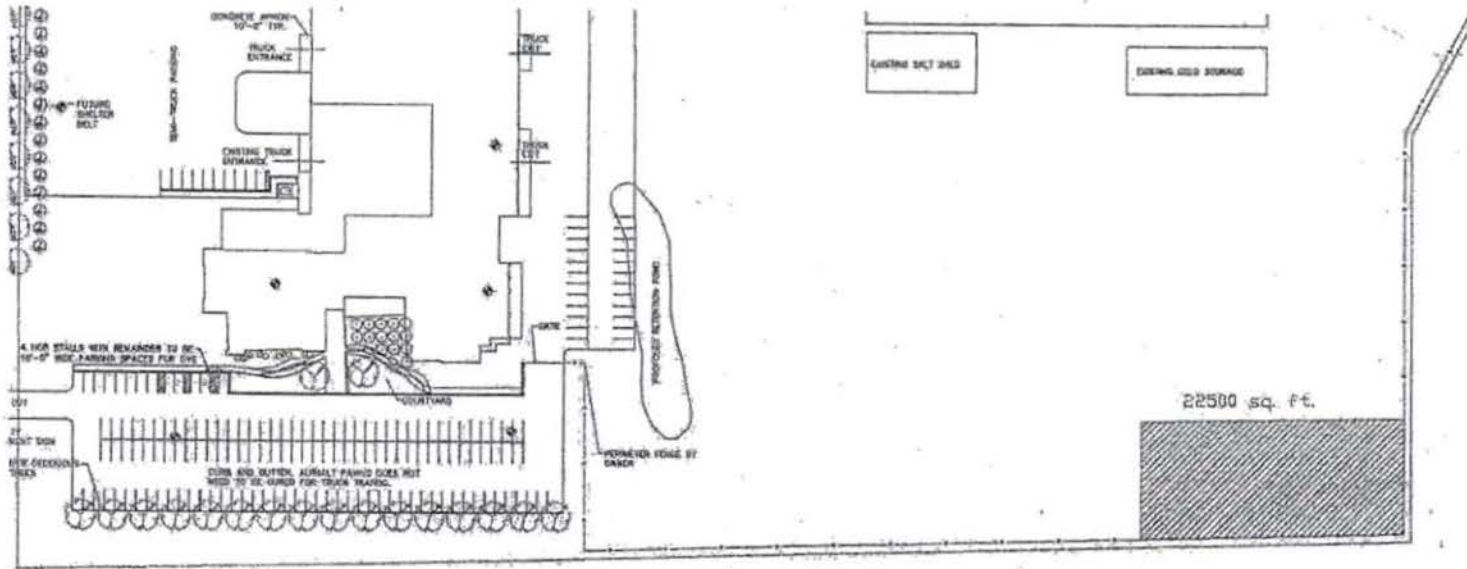
MNDOT Original

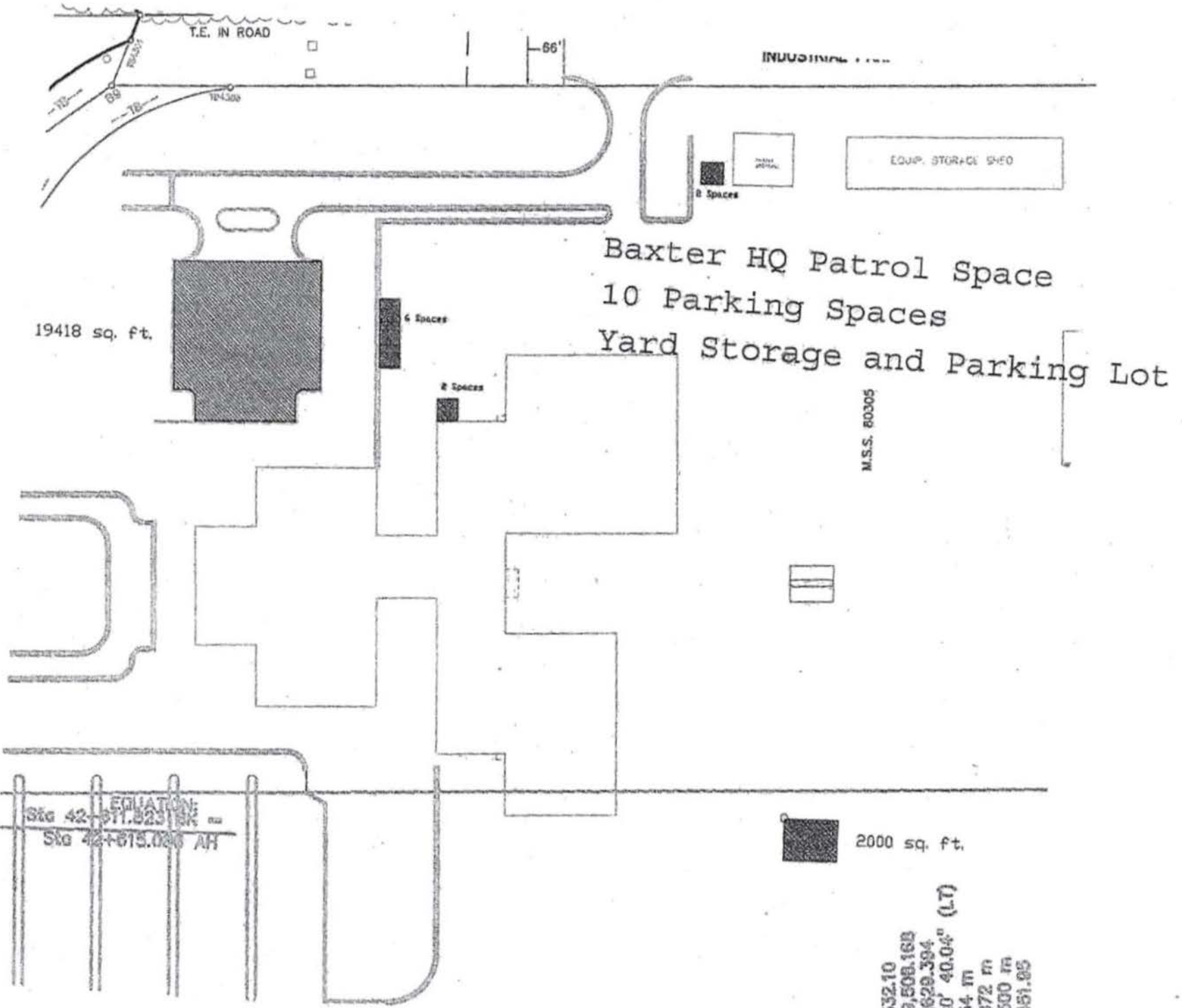
Bemidji HQ Patrol Parking - 2 Spaces



SHEET A1 OF X	ADDITIONAL PARKING BEMIDJI, MINNESOTA	STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF MANAGEMENT TRAFFIC MANAGEMENT SERVICES ST. PAUL, MINNESOTA, 55155-5005	RICHARD T. LANGRISH PROJECT NO. 1228 DATE: 8-20-03	DATE: 8-20-03 DRAWN BY: [Signature] CHECKED BY: [Signature]
	BEMIDJI HEADQUARTERS BUILDING (WEST END)	PROJECT NO. 1228 DATE: 8-20-03	PROJECT NO. 1228 DATE: 8-20-03	PROJECT NO. 1228 DATE: 8-20-03

Thief River Falls Yard Storage





Baxter HQ Patrol Space
 10 Parking Spaces
 Yard Storage and Parking Lot

19418 sq. ft.

M.S.S. 80305

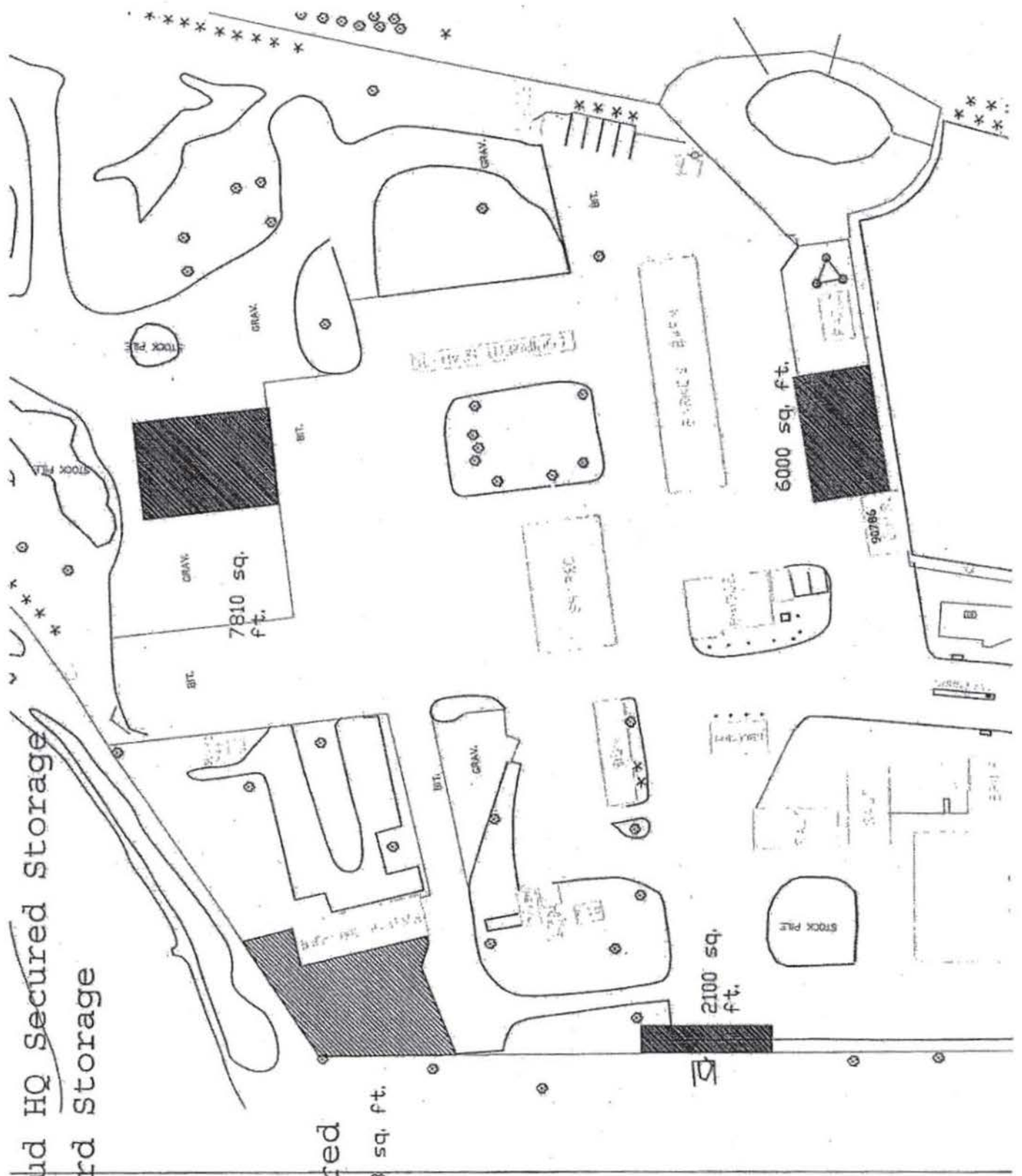
2000 sq. ft.

EQUATION:
 Sta 42+511.523 16K
 Sta 42+515.000 AH

2+532.10
 169,508.163
 51,629.394
 0' 20' 40.04" (L.T)
 30.154 m
 59.872 m
 285.500 ft
 424-451.85

MNDOT Original

St Cloud HQ Secured Storage
and Yard Storage



Secured
10090.28 sq. ft.

Monticello Truck Station

X = 523367.17
Y = 215314.67

1 Parking Space

X = 52346
Y = 21523

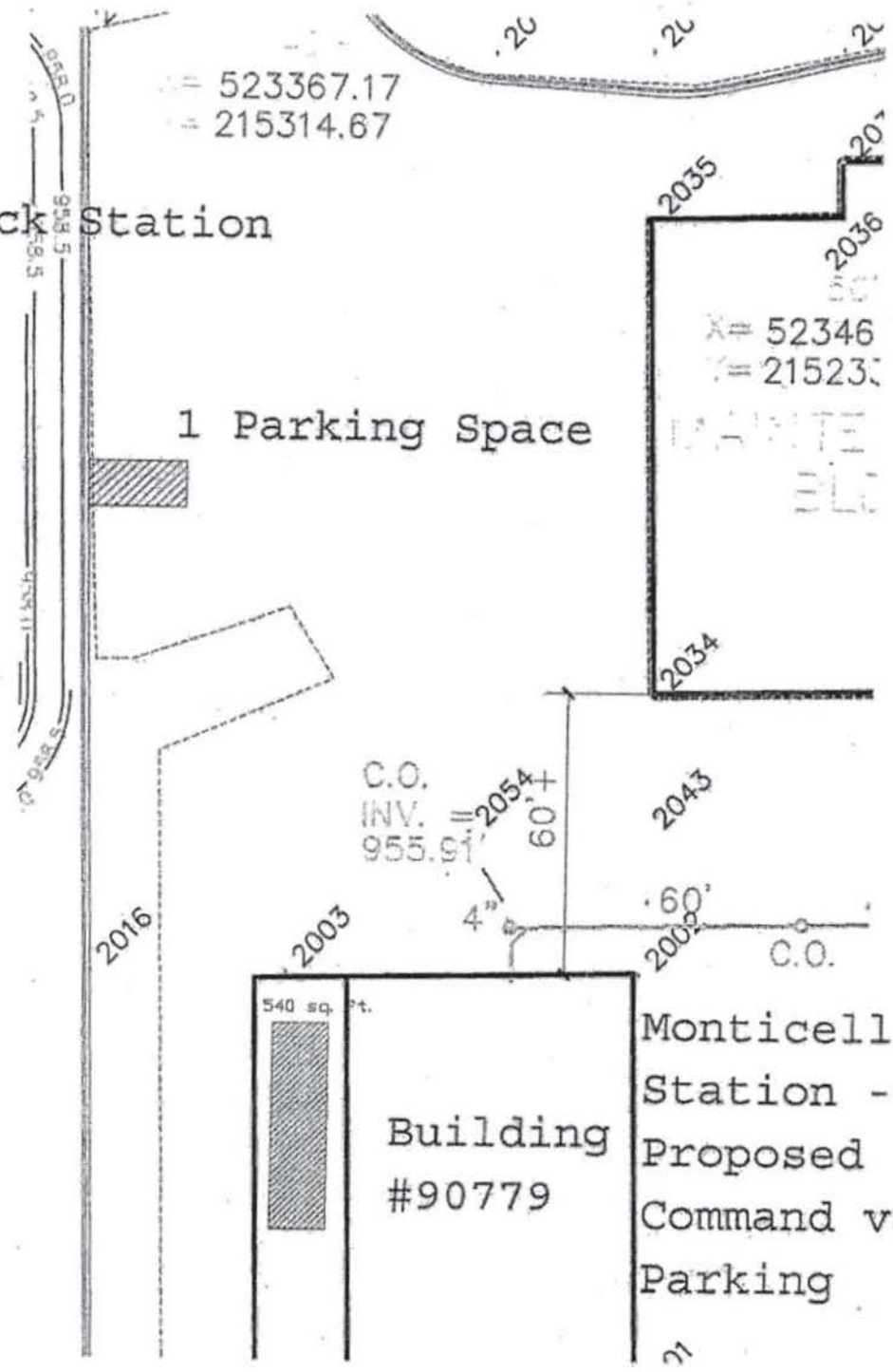
C.O.
INV. = 2054 +
955.91

540 sq. ft.

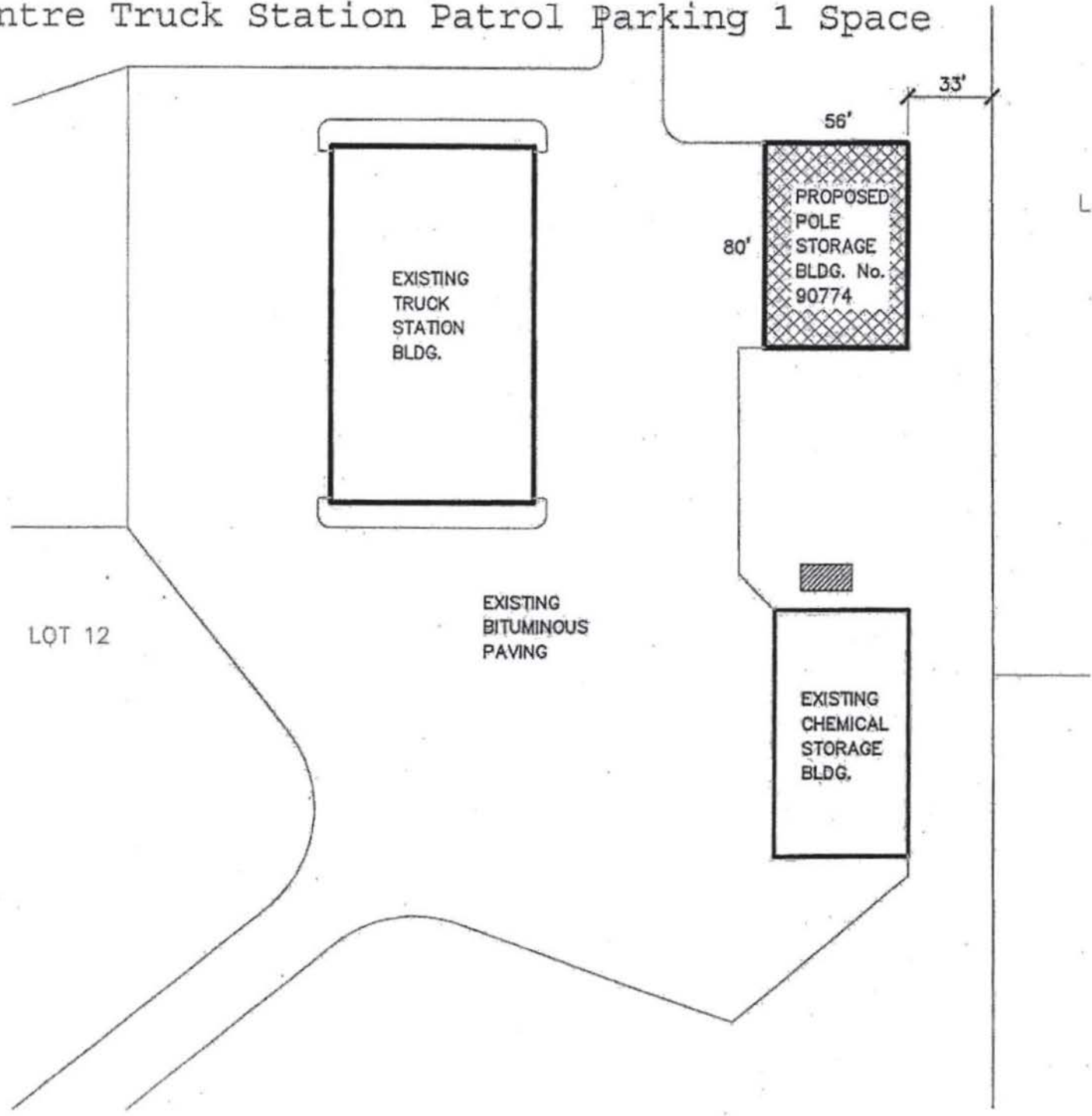
Building
#90779

Monticello Truck
Station -
Proposed
Command vehicle
Parking

MnDOT Original

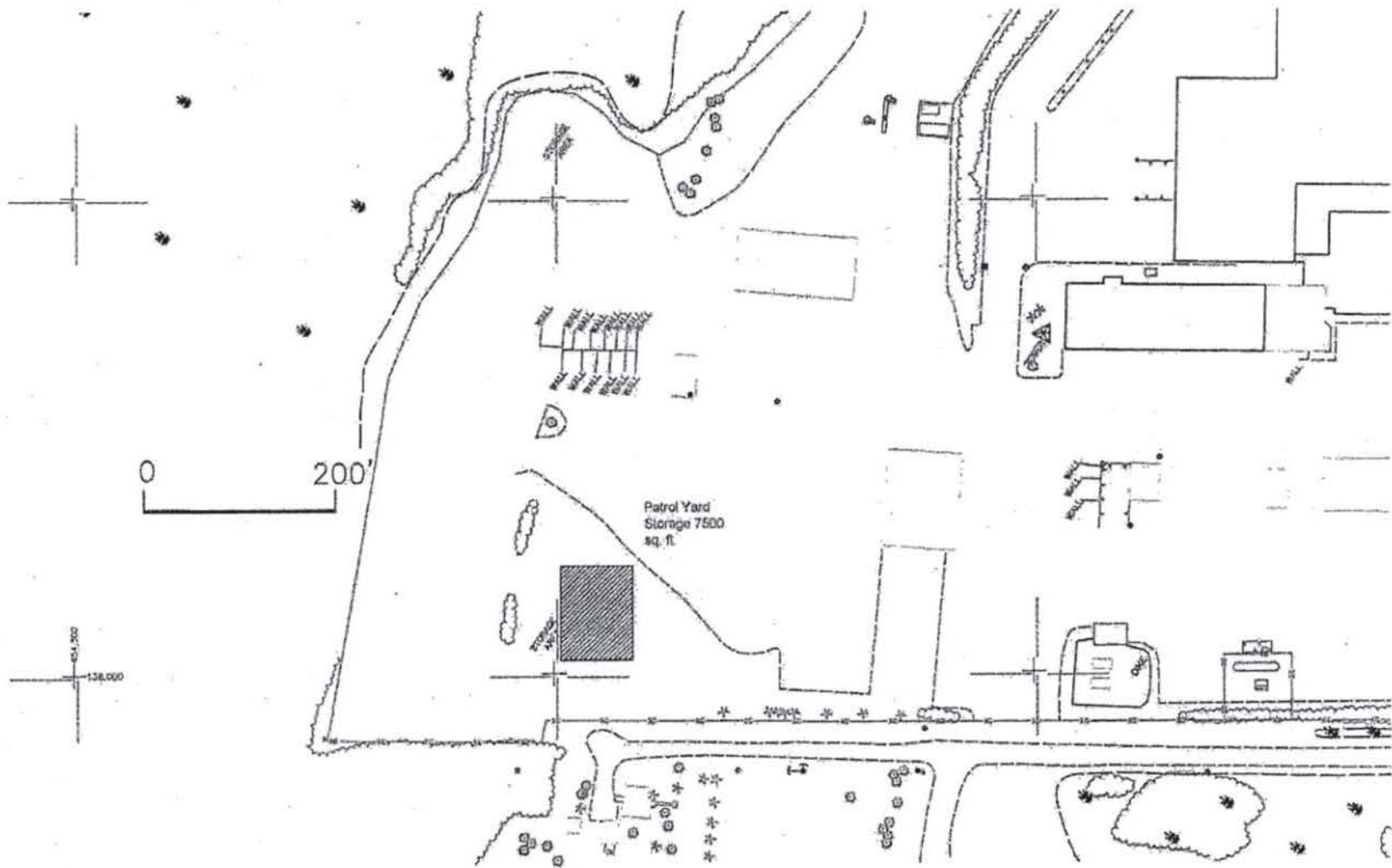


Sauk Centre Truck Station Patrol Parking 1 Space

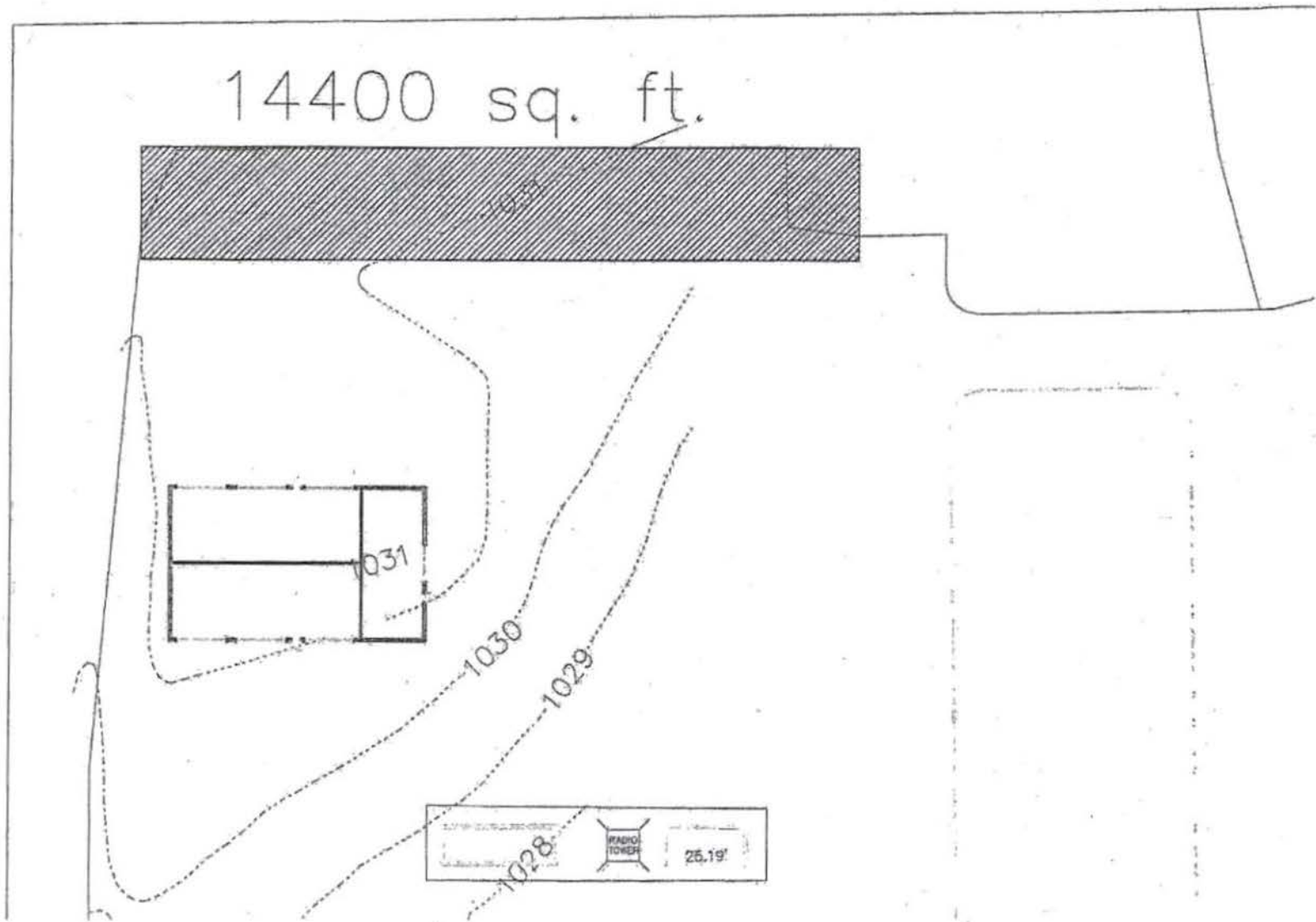


MnDOT Original

Detroit Lakes HQ Patrol Yard Storage



Rochester HQ Patrol Yard Storage

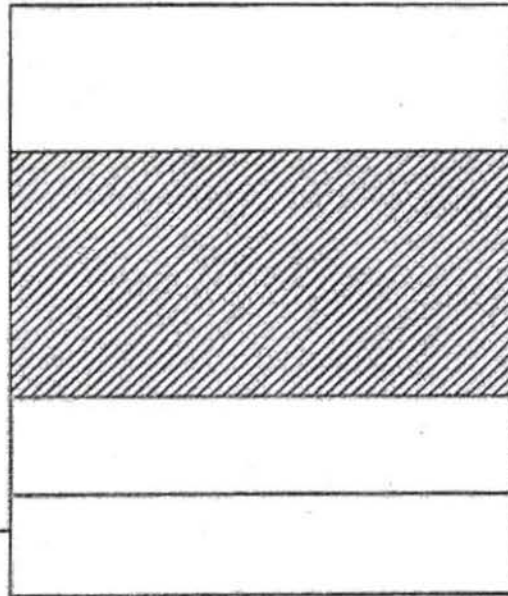


300.00 sq. ft.
Cold Storage



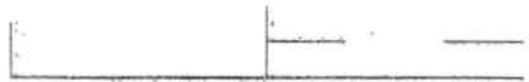
Owatonna Hq Patrol Secured Yard Storage and Cold Storage

10277.00 sq. ft.



PROPOSED
UNHEATED
STORAGE
BUILDING
#91367

EXISTING
MN/DOT
MAINTEN
HEADQU
BLDG. #



Mankato HQ Patrol Parking

FENCE LINE

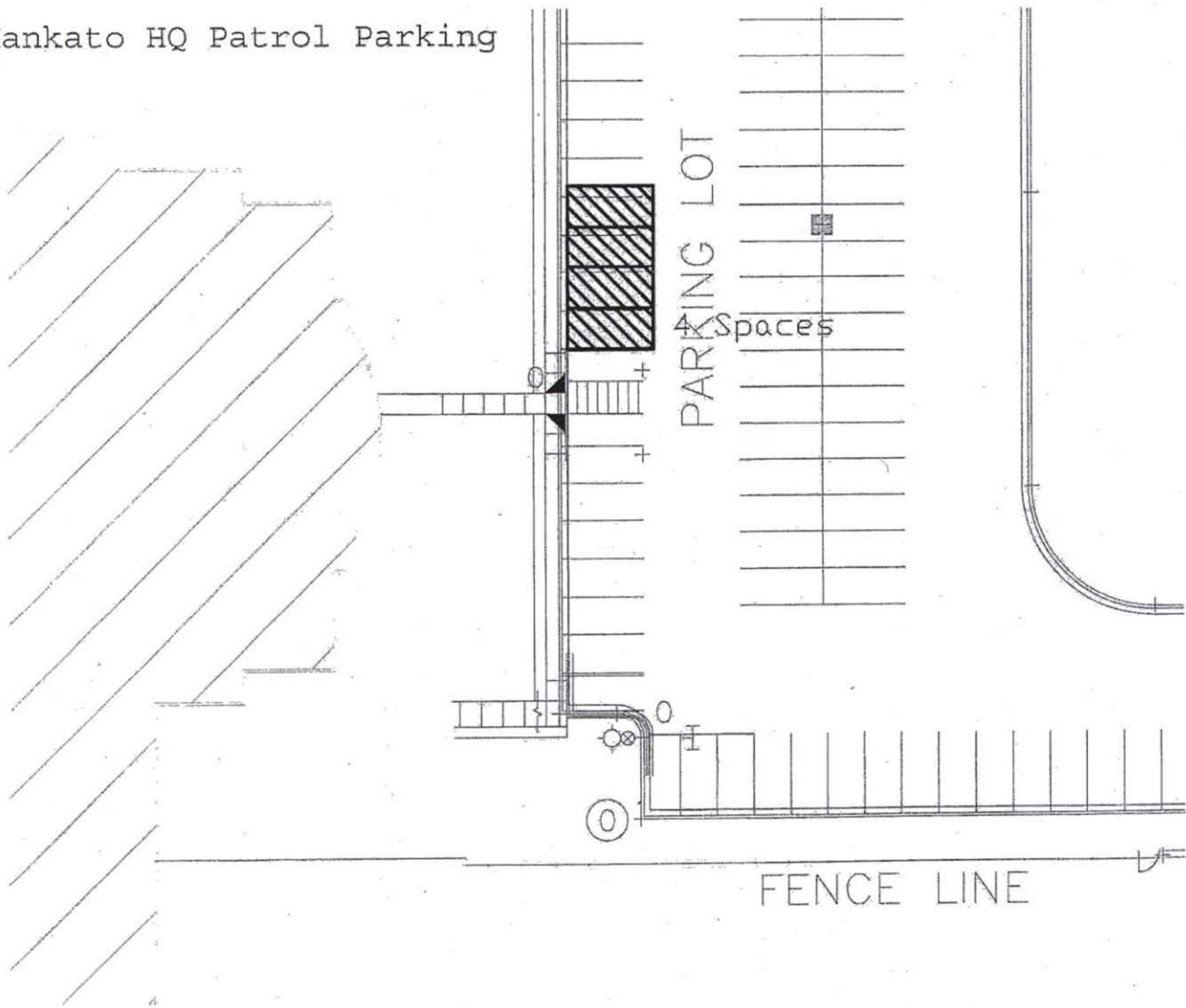
9600 sq. ft.



FENCE L



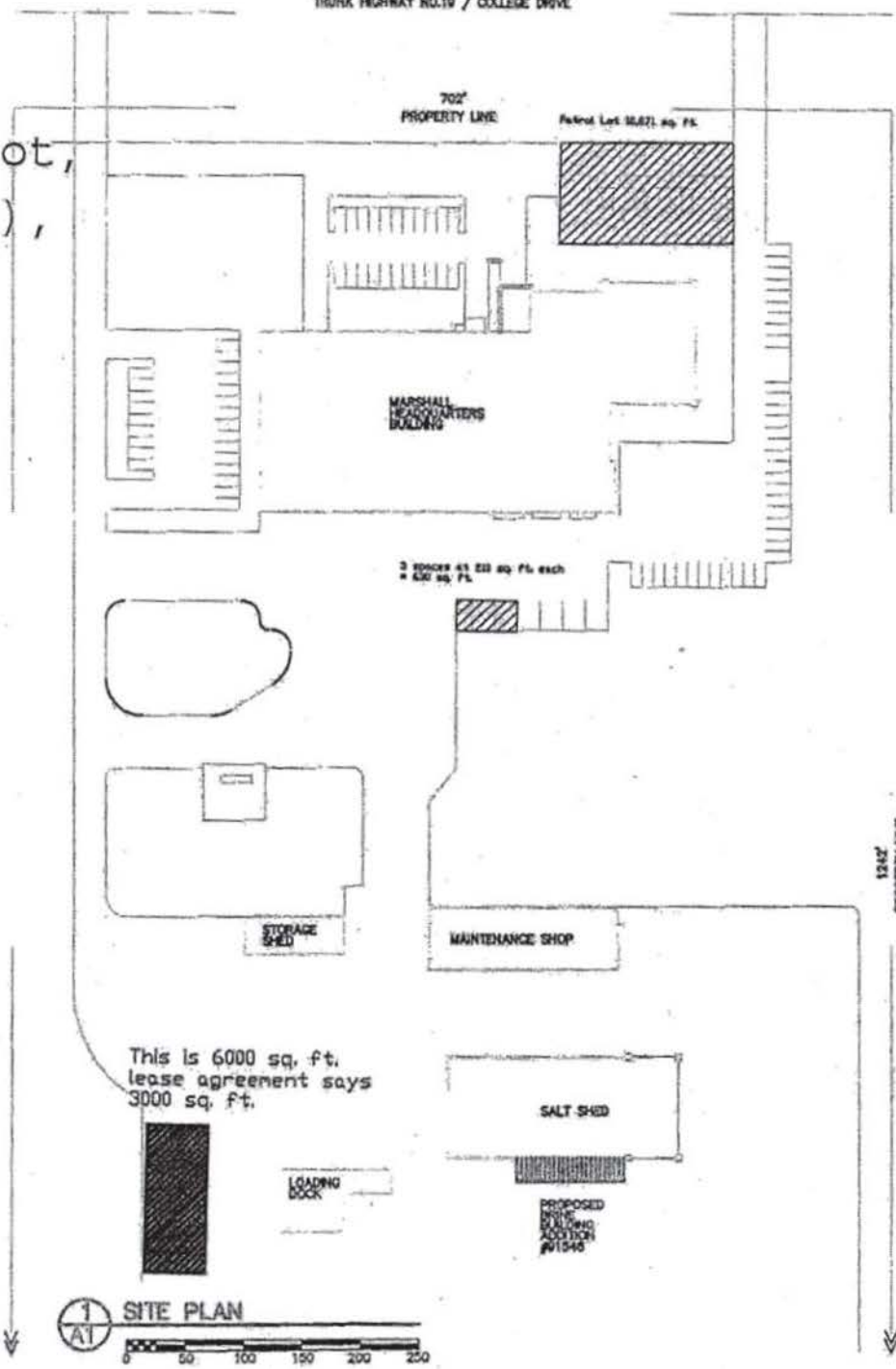
Mankato HQ Patrol Parking



MnDOT Original

TRUNK HIGHWAY NO. 19 / COLLEGE DRIVE

Marshall HQ
Patrol Parking Lot,
Parking Spaces (3),
and Yard Storage



This is 6000 sq. ft.
lease agreement says
3000 sq. ft.

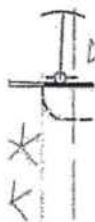
MnDOT Original

Golden Valley Patrol Lot

6X5A

State Patrol 21852 sq. ft.

4004



BIT CURB

6X14

21 SPACES

42 SPACES

12 SPACES

⊠ PED.

-S-BR
F, MET
PATROL
HDQTRS



BIT
PARKING
LOT

⊠ ⊠ PED.
PED.

⊠ PED.

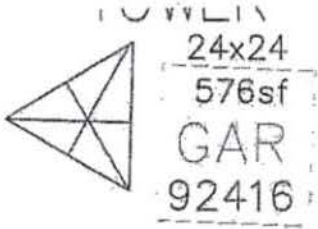
4012
MH

6X18

2920
6X027
4005

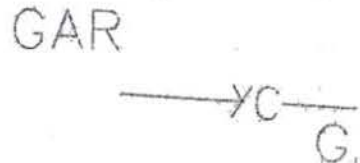
6X11

29218
4028



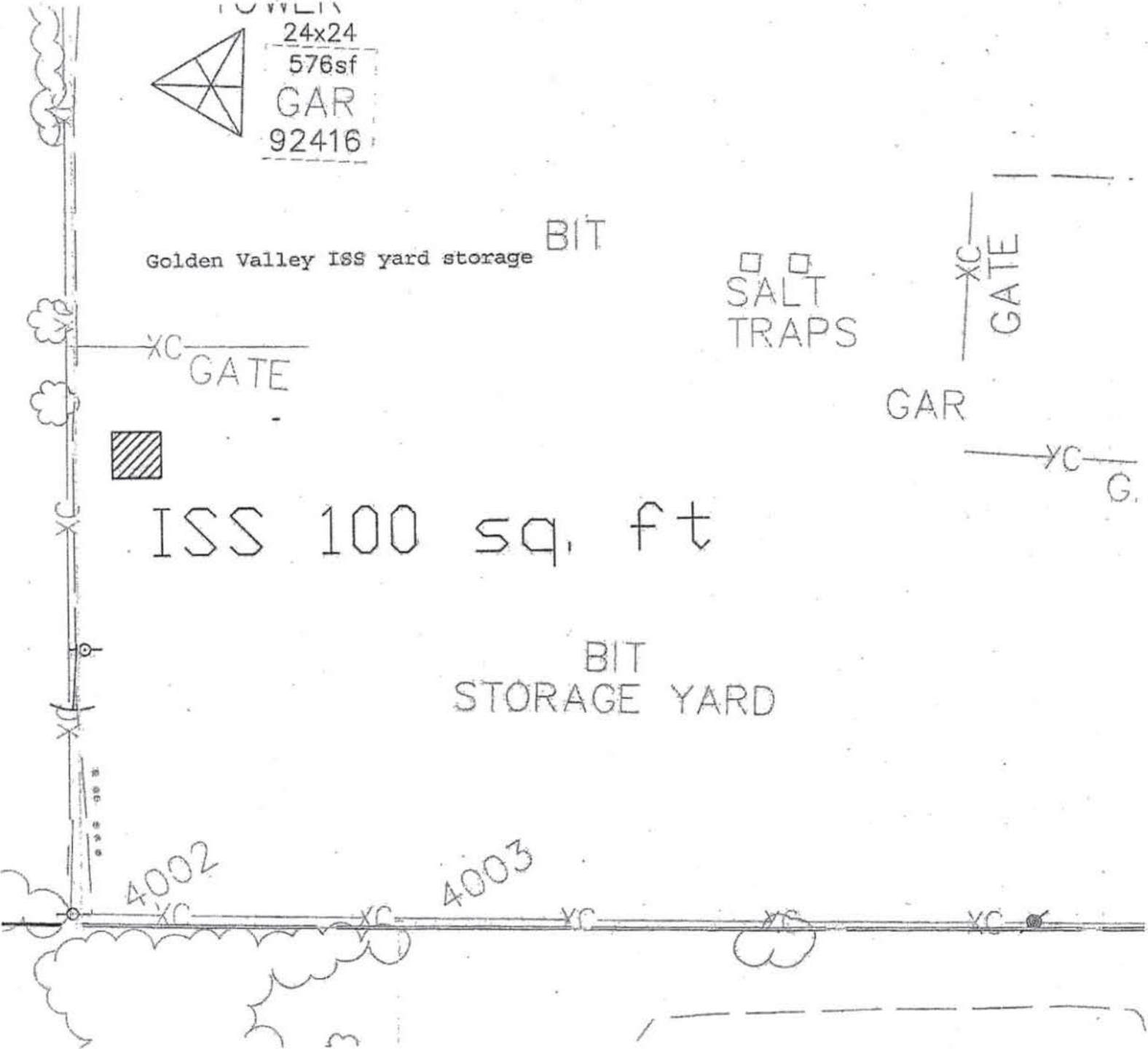
Golden Valley ISS yard storage BIT

□ □
SALT
TRAPS



ISS 100 sq. ft

BIT
STORAGE YARD



Golden Valley ISS Parking Stalls 4 spaces

GOLDEN VALLEY HEADQUARTERS

4 SPACES
TANK (BUR)

3 SPACES

4 SPACES

3 SPACES

2 SPACES

5 SPACES

BIT PARKING LOT

38 SPACES

24 SPACES

ISS 4 spaces

4 SPACES

B624

SAN

19 SPACES

B618

B624

B624

PED. X PED.

5 SPACES
6018

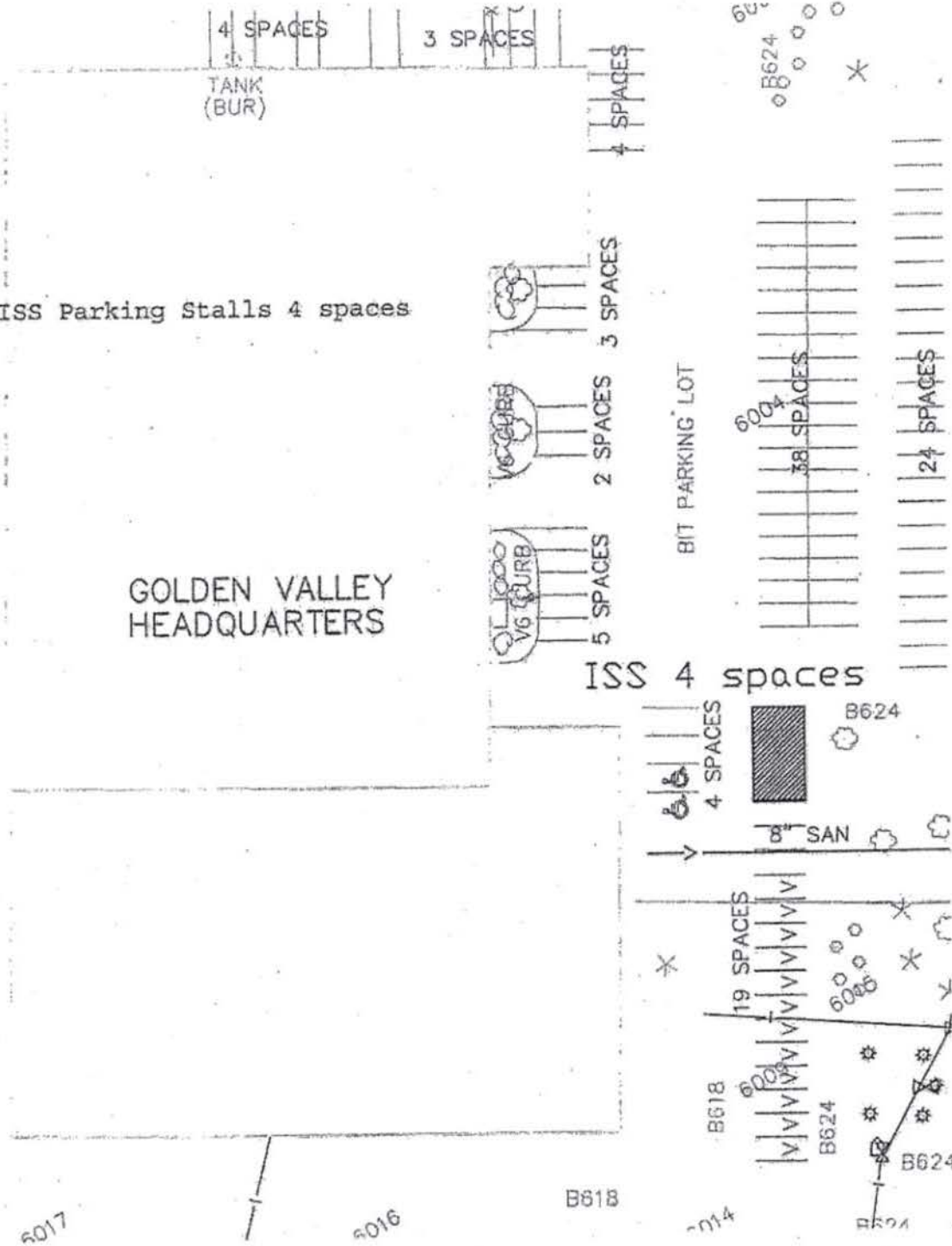
6017

6016

B618

6014

B624



AMENDMENT # 1 TO MnDOT USE OF SPACE AGREEMENT #: 05258.

Contract Start Date:	<u>04/02/2014</u>	Original Contract Amount:	<u>\$981,842.98</u>
Orig. Contract Exp. Date:	<u>06/30/2015</u>	Prev. Amendment(s) Total:	<u>\$0.00</u>
		Current Amendment	
Amended Exp. Date	<u>06/30/2017</u>	Amount:	<u>\$1,618,399.66</u>
		Current Contract Total	<u>\$2,600,242.64</u>

Project Identification : MnDOT/DPS-State Patrol – Use of Space Agreement

This amendment is by and between the Minnesota Department of Transportation (“MnDOT”), and the Minnesota Department of Public Safety (“DPS”), State Patrol Division.

Recitals

1. The State has a contract with DPS identified as MnDOT Contract Number 05258 (“Original Contract”) to provide space for the operations of DPS, Minnesota State Patrol (MSP) in the facilities of MnDOT.
2. This amendment updates the terms and extends the expiration date of the agreement.
3. MnDOT and DPS are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. NOTES – first paragraph. “Regional Transportation Center (RTMC) and Southern Regional Communications Center (SRCC) facilities:” is amended as follows:

This agreement does not currently (April 1, 2014) cover two facilities shared by MnDOT and DPS: RTMC at the Waters' Edge facility in Roseville and SRCC facility in Rochester. These two facilities offer unique collaboration challenges and are being addressed in a separate document. Once that document is completed (~~anticipated completion 2014~~), this document shall be reviewed to incorporate any space related agreements.

REVISION 2. Article 1, Term of Agreement; Attachment is amended as follows:

- 1.1 **Effective date:** April 1, 2014, or the date of all required signatures under Minnesota Statute Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, ~~2015~~2017, or until terminated, whichever occurs first.
- 1.3 **Attachment A:** Attachment A can be viewed using the State of Minnesota's Real Property Database system. The application used is Archibus, the website is <https://realprop.admin.state.mn.us/archibus>. This website can be reached using any computer on the State's intranet. The log-on credentials to be used by the Minnesota State Patrol are username: DPS.SPACE; password: “Patrol4!”. This will display a website that contains all of the drawings available for the space that is occupied by the Patrol. Also displayed is a document accessible in Pdf format that contains summary information, definitions of the categories of space, standards used for measuring, and instructions on how to use the website.

REVISION 2. Article 7, Appeal Process is amended as follows:

- 7.1. Either party may appeal a decision or action under this agreement. The initial appeal is to the MnDOT district engineer and corresponding DPSMSP captain responsible for the location. If the issue cannot be resolved at that level, it may be addressed by the two authorized representatives identified in Section 2 of this agreement. A final appeal may be made to the Partnering Executive Group consisting of the Lieutenant Colonel of DPSMSP and the ~~Director of the Assistant Commissioner - Operations Division~~ for MnDOT. They shall jointly agree to a resolution of the dispute. If the two agencies cannot agree on a decision, they may jointly seek a third-party mediation to resolve the dispute. Each party will be responsible for its own costs, if any, related to procuring the mediation service. The mediated decision shall be final.

REVISION 3. Article 9 **Terms of Payment** is amended as follows:

- 9.1. As rent for MnDOT space described in Attachment A to this agreement, DPS shall pay MnDOT based on annual costs stated below:

\$196,369.60 For 4/1/14 through 6/30/14.
\$785,478.38 For 7/1/14 through 6/30/15
\$801,187.95 For 7/1/15 through 6/30/16 2% Increase
\$817,211.71 For 7/1/16 through 6/30/17 2% Increase

- 9.2. DPS shall pay to MnDOT an annual fee for the use of space, specified in Attachment A in quarterly payments due on the last day of September, December, March, and June of each fiscal year of this agreement.

Note: Quarterly payments to MnDOT and the total annual amount for each state fiscal year of this agreement are adjustable to actual DPS occupancy dates of space, and shall require an amendment to this agreement.

- 9.3. DPS shall make payments, referencing MnDOT agreement number, directly to MnDOT, using MnDOT's vendor #20036102300; directing payment to the:

Minnesota Department of Transportation
Accounting and Finance Section, MS 215
395 John Ireland Blvd.
St. Paul, MN 55155

- 9.4. MnDOT shall then credit the appropriate MnDOT District Operating Funds account for its share, based on the square footage stated in the Attachment.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

DPS ENCUMBRANCE VERIFICATION

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

Signed: Rita Strafaldo

Date: 10-29-15

SWIFT PO #: 76189- 3000034932

DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: Asst. Commissioner

Date: 11/2/15

DEPARTMENT OF PUBLIC SAFETY (DPS)

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

By: [Signature]

Title: ASST CHIEF

Date: 10/29/15

MnDOT Contract Management

By: [Signature]

Date: Nov 3, 2015



MnDOT Contract No.: 05258A02

AMENDMENT #02 TO MnDOT PARTNERSHIP#: 05258.

Contract Start Date:	<u>04/02/2014</u>	Original Contract Amount:	<u>\$981,847.98</u>
Orig. Contract Exp. Date:	<u>06/30/2017</u>	Prev. Amendment(s) Total:	<u>\$1,618,399.66</u>
		Current Amendment	
Amended Exp. Date	<u>06/30/2019</u>	Amount:	<u>\$1,659,021.49</u>
		Current Contract Total	<u>\$4,259,269.13</u>

Project Identification : Use of Space
This amendment is by and between the Minnesota Department of Transportation ("MnDOT"), and the Minnesota Department of Public Safety ("DPS"), State Patrol Division.

Recitals

1. The State has a contract with DPS identified as MnDOT Contract Number 05258 ("Original Contract") to provide space for the operations of DPS, Minnesota State Patrol (MSP) in the facilities of MnDOT.
2. This amendment updates the terms of payment and extends the expiration date of the agreement.
3. MnDOT and DPS are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck-out~~ and the added contract terms will be underlined.

REVISION 1. Article 1. **Term of Contract**, Subarticle 1.2 **Expiration date:** is amended as follows:

1.2 **Expiration date:** ~~June 30, 2017~~ June 30, 2019, or until terminated, whichever occurs first.

REVISION 2. Article 2. Authorized Representatives is replaced in its entirety as follows:

- 2.1. MnDOT's authorized representative for purposes of administering this agreement is Jody Martinson, Operations Assistant Commissioner or successor, 395 John Ireland Blvd, MS 120, 651-366-4825, jody.martinson@state.mn.us.
- 2.2. DPS's authorized representative for purposes of administering this agreement is Colonel Matthew Langer or successor, 445 Minnesota Street, Suite 130, 651-201-7114, matthew.langer@state.mn.us.

REVISION 3. Article 9 Terms of Payment, Subarticle 9.1 is amended as follows:

9.1 As rent for MnDOT space described in Attachment A to this agreement, DPS shall pay MnDOT based on annual costs stated below:

\$196,369.60 For 4/1/14 through 6/30/14.
\$785,478.38 For 7/1/14 through 6/30/15
\$801,187.95 For 7/1/15 through 6/30/16 2% Increase
\$817,211.71 For 7/1/16 through 6/30/17 2% Increase
\$825,383.83 For 7/1/17 through 6/30/18 1% Increase
\$833,637.67 For 7/1/18 through 6/30/19 1% Increase

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

MnDOT Contract No.: 05258A02

STATE ENCUMBRANCE VERIFICATION

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

Signed: *Rita Strafella*

Date: 11/30/18

SWIFT PO #: 3000049031

DPS

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

By: *[Signature]*

Title: Chief

Date: 1/26/18

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: *Judy Merferson*
(With delegated authority)

Title: Asst. Commissioner Operations

Date: 2.1.18

COMMISSIONER OF ADMINISTRATION
Input Control Management

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

Date: Feb 1, 2018

MMD# : N/A

**PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA DEPARTMENT OF PUBLIC SAFETY – DRIVER AND VEHICLE SERVICES
FOR
LEASED SPACE IN THE MnDOT MANKATO DISTRICT HEADQUARTERS FACILITY**

This Agreement is between Department of Transportation (“MnDOT”) and the Department of Public Safety – Driver and Vehicle Services (“DPS-DVS”).

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide leased space for DPS-DVS at the MnDOT Mankato Headquarters Facility; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties and, do hereby agree with each other as follows:

Agreement

1. **TERM OF AGREEMENT, EXHIBITS;**

- 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2 **Expiration date.** This Agreement will expire on September 30, 2020, unless terminated earlier pursuant to Article 4.
- 1.3 **Term of Lease:** The term of the Lease under this Agreement will be from the effective date through September 30, 2020.
- 1.4 **Exhibits.** Exhibits A & B are attached and incorporated into this agreement.

2. **LEASED SPACE.**

- 2.1 MnDOT grants and DPS-DVS accepts a lease of the following described as approximately two thousand one hundred seventy-four (2,174) usable square feet of leased space, “Leased Space”, as shown on the floor plan on Exhibit A, in the facility known as the Department of Transportation Mankato Headquarters Facility that is located at 2161 Basset Drive, Mankato, Minnesota 56001-6888.
 - 2.1.1 Definition: The Leased Space is defined as the total usable square feet exclusively occupied by DPS-DVS and is the basis for calculation of rent payable hereunder.
 - 2.1.1.1 Measurement Method: Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building

corridor and other permanent walls or to the center of walls demising the Leased Space from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.

2.1.1.2 Exclusions and Deductions Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Space of four (4) square feet or more is deducted.

3. RENT

3.1 As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$124,154.85 for the term of the Lease, as estimated below and detailed in Exhibit B:

Period	Estimated Increase per Year	Cost per year	Monthly Rental
10/01/15 to 09/30/16		\$ 23,385.13	\$ 1,948.76
10/01/16 to 09/30/17	3.00%	\$ 24,086.69	\$ 2,007.22
10/01/17 to 09/30/18		\$ 24,809.29	\$ 2,067.44
10/01/18 to 09/30/19		\$ 25,553.57	\$ 2,129.46
10/01/19 to 09/30/20		\$ 26,320.17	\$ 2,193.35
Total Estimated Cost of Partnership Lease		\$ 124,154.85	

3.2 Rent Adjustment Effective October 1, 2015 and each October thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (2,174 sf) for each fiscal year (July- June). MnDOT shall give DPS-DVS written notice on or before August 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.

3.3 DPS-DVS agrees to pay MnDOT the monthly rent set forth above on or before the first of each month starting with October 2015.

Office of Financial Management, Payable
 Financial Operations
 Department of Transportation
 395 John Ireland Blvd MS 215
 St Paul MN 55155-1899

3.4 All original invoicing by MnDOT to DPS-DVS will be done in SWIFT.

3.5 All payments to MnDOT from DPS-DVS will use bilateral netting in SWIFT.

3.6 Questions and concerns regarding payment by DPS-DVS will be directed to their Authorized Representative.

3.7 MnDOT represents and warrants that it is solely entitled to all of the rents payable under the terms of this lease and that DPS-DVS shall have the quiet enjoyment of the Leased Space during the full term of this Lease and any extension or renewal.

4. TERMINATION

4.1 This Agreement may be terminated by either party for any reason at any time upon giving thirty (30) days prior written notice to the other party.

4.2 DPS-DVS covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Space to MnDOT in as good condition as when DPS-DVS took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Space shall remain a part thereof and shall not be removed unless MnDOT elects to permit removal

5. DUTIES OF MnDOT

5.1 MnDOT shall, at its expense, furnish and provide for the use of DPS-DVS:

- 5.1.1 heat, electricity, sewer and water
- 5.1.2 janitorial service, and,
- 5.1.3 trash removal.

5.2 MnDOT shall use its best efforts to provide, at no additional cost to DPS-DVS, an area within the fenced enclosure for the motorcycle, Class D road and ^{LEOL} testing area. *CDL*

5.3 MnDOT and DPS-DVS shall work together to schedule dates for use of the space for DPS-DVS' testing. *AJ 10/20/15*
perm 10/7/15

6. DUTIES OF DPS-DVS. Except as otherwise provided herein, DPS-DVS shall:

- 6.1 furnish materials and services required for its use of the Leased Space;
- 6.2 maintain the Leased Space in a reasonably good condition and state of repair during the continuance of its tenancy; and
- 6.3 surrender the Leased Space to MnDOT at the termination of such tenancy in as good condition as when DPS-DVS took possession, reasonable wear and damage by the elements excepted.

7. **ANNUAL MEETING** MnDOT and DPS-DVS hereby agree to meet annually or more often as agreed to between the parties to discuss any issues or concerns.

8. MAINTENANCE AND REPAIRS

8.1 It shall be the duty of MnDOT to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

8.2 MnDOT shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that MnDOT shall not be responsible for repairs upon implements or articles which are the personal property of DPS-DVS, nor shall MnDOT bear the expense of repairs to the Leased Space necessitated by damage caused by DPS-DVS beyond normal wear and tear.

9. OTHER CONDITIONS

9.1 DPS-DVS agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by MnDOT or obtained and paid for by DPS-DVS.

9.2 MnDOT agrees to provide and maintain the Leased Space and the building of which the Leased Space are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

10. **BUILDING ACCESS AND SERVICES**

10.1 MnDOT shall provide building access and services to the Leased Space from 8:00 a.m. to 5:00 p.m., Monday through Friday.

10.2 MnDOT shall provide access to the Leased Space seven days per week, twenty-four hours per day for authorized employees of DPS-DVS.

11. **AUTHORIZED REPRESENTATIVES**

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

11.2 *MnDOT's Authorized Representative* is

Name: Greg Ous (or his/her successor)
Title: District Engineer
Location: MnDOT District 7
Address: 2151 Bassett Drive, Mankato, MN 56001-6888
Telephone: 507-304-6101
Fax: 507-304-6119
Email: greg.ous@state.mn.us

12.3 *DPS/DVS's Authorized Representative* is:

Name: Larry Freund or his/her successor.
Title: Chief Financial Officer
MN Department of Public Safety
Address: 445 Minnesota St, Saint Paul, MN 55101-5155
Telephone: 651-215-1328
Email: larry.freund@state.mn.us

12. **LIABILITY**

12.1 MnDOT and DPS-DVS agree that each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

12.2 DPS-DVS agrees that MnDOT assumes by this Agreement no liability for loss of DPS-DVS' personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to MnDOT's negligence, acts or omissions as determined by a court of law.

[The remainder of this page has been intentionally left blank. Signature page follows.]

Lease # 11707-A
MnDOT Contract # 1000897

DPS-DVS

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

COMMISSIONER OF TRANSPORTATION

By: Pat McCann
Title: DVS Director
Date: 10/7/2015

By: Anna Tebor
Title: Assistant Commissioner or Assistant Division Director for Operations
Date: 10/15/15

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

Minnesota Department of Transportation
Contract Management

By: Jane Johnson
Date: 9-29-15
SWIFT Contract # 101079

By: [Signature]
Date: 10-20-15

SWIFT Purchase Order # 3000636840

10

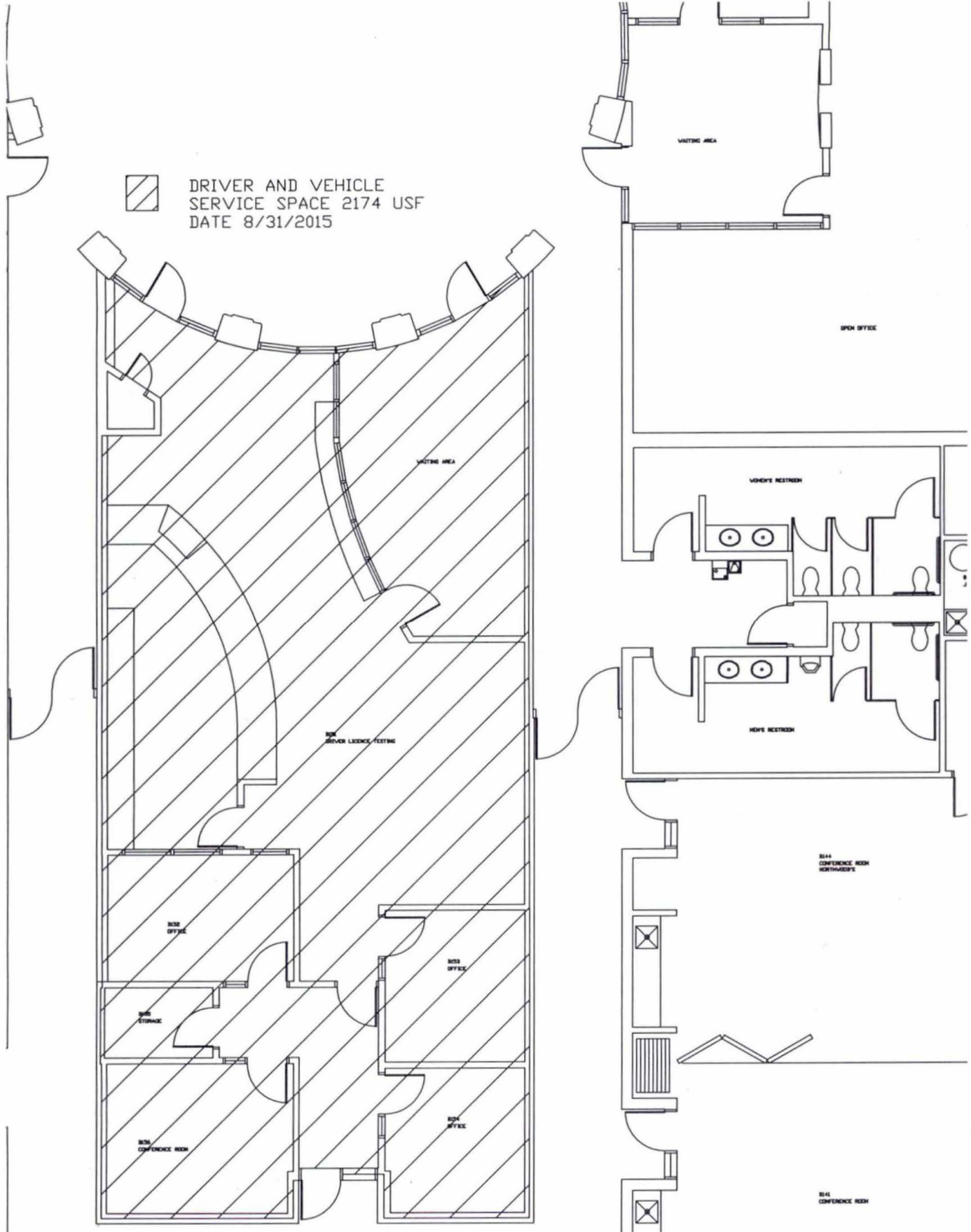


Exhibit B
 Estimated Cost/Rent for
 Mankato Headquarters Building

Lease # 11707-A
 MnDOT Contract # 1000897

FY15 Operating Exp	\$	796,221.89	
FY14 Operating Exp	\$	983,913.41	
FY13 Operating Exp	\$	908,490.11	
FY 12 Operating Exp	\$	803,872.95	
Average Operating Exp	\$	873,124.59	
Capital Expenditures	\$	-	
Depreciation	\$	709,229.68	
Subtotal AOP+ CE-D	\$	1,582,354.27	
Admin (10%)	\$	158,235.43	
Total Costs	\$	1,740,589.70	
Square Footage	\$	161,814.00	
Cost per square foot	\$	10.76	
DPS Square Feet		2,174	
DPS Yearly Rental	\$	23,385.13	
		Estimated Increase	Monthly
Period		per Year	Rental
10/01/15 to 09/30/16	\$	23,385.13	\$ 1,948.76
10/01/16 to 09/30/17	3.00%	\$ 24,086.69	\$ 2,007.22
10/01/17 to 09/30/18		\$ 24,809.29	\$ 2,067.44
10/01/18 to 09/30/19		\$ 25,553.57	\$ 2,129.46
10/01/19 to 09/30/20		\$ 26,320.17	\$ 2,193.35
Total Estimated Cost of Partnership Lease	\$	124,154.85	

STATE OF MINNESOTA
AMENDMENT OF LEASE

Amendment No. 1 to

Lease No. 11800-A

THIS AMENDMENT to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

<u>Improvement Type</u>	<u>Square Footage</u>
Main Driver Vehicle Facility ("Facility")	6,130
Shed	179
Roads	232,681
Parking Lots	51,003

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **PROPERTY MANAGEMENT CONTACT** In accordance with Clause 8.6 of the Lease, the contact information for the property management company is as follows:

Cassidy Turley West
Amy Hinger, Senior Manager, Property Management
200 South 6th Street, Suite 1400
Minneapolis MN 55402
Phone: 651-289-3506
Fax: 651-289-0294
Email: amy.hinger@cassidyurley.com

2. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes
Real Estate and Construction Services
Date NOV 16 2011

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes
Real Estate and Construction Services
Date NOV 16 2011

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Scott L. Z...
Title Metro District Engineer
Date 11/8/11

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Larry J...
Title CFO
Date 11/11/11

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

By NA
Date NA
Contract No. NA

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 2 to

Lease No. 11800-A

THIS AMENDMENT No. 2 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

<u>Improvement Type</u>	<u>Square Footage</u>
Main Driver Vehicle Facility ("Facility")	6,130
Shed	179
Roads	232,681
Parking Lots	51,003

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **ESTIMATED RENT FOR FISCAL YEAR 2013** In accordance with Clause 4.2 of the Lease, based on the 2013 Fiscal Year Operating Budget attached as Exhibit A, effective July 1, 2012 and subject to change effective July 1, 2013 and July 1, 2014, LESSEE agrees to pay to LESSOR in accordance with the rent schedule set forth below:

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LEASE PERIOD		SPACE TYPE	SQUARE FEET	RATE PER SQ. FT. (rounded)	MONTHLY PAYMENT	RENT FOR LEASE PERIOD
7/1/12 - 6/30/13	Office	6,130	\$2.83	\$ 1,445.83	\$ 17,349.96	
	Grounds	283,684	\$0.09	\$ 2,095.83	\$ 25,149.96	
	Mgmt Fee			\$ 2,000.00	\$ 24,000.00	
				\$ 5,541.66	\$ 66,499.92	
7/1/13 - 6/30/14	Office	6,130		To Be Calculated - Section 4.2		
	Grounds	283,684				
	Mgmt Fee					
7/1/14 - 6/30/15	Office	6,130		To Be Calculated - Section 4.2		
	Grounds	283,684				
	Mgmt Fee					

2. RENT ADJUSTMENT STATEMENT

2.1 Actual Rent Payments LESSOR and LESSEE hereby agree that for the period July 1, 2011 and continuing through June 30, 2012, LESSEE paid to LESSOR the sum of \$112,749.60.

2.2 Actual Operating Expenses LESSOR and LESSEE hereby agree that the actual operating expenses for FY12 is \$51,144.79 as set forth on the attached Exhibit B. plus the following capital improvements:

Gate Electrical Work (Prairie Electric)	\$8,048.00	Exhibit C
Repair and automate existing fence (Hansen Bros Fence)	\$12,415.00	Exhibit D
Sidewalk/asphalt (InterState Pavement)	\$21,175.00	Exhibit E
Actual Operating Expenses	\$51,144.79	
Total	\$92,782.79	

2.3 Rent Credit LESSOR and LESSEE hereby agree that LESSEE is due a credit for FY 12 in the amount of \$19,966.81. Said Rent Credit shall be applied to the FY 13 rent payments upon execution of this Amendment.

3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

ATTACHMENTS

- Exhibit A 2013 Fiscal Year Operating Budget
- Exhibit B 2012 Fiscal Year Actual Operating Costs
- Exhibit C Prairie Electric Proposal
- Exhibit D InterState Pavement Invoice
- Exhibit E Hansen Bros. Fence Invoice

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes
Real Estate and Construction Services

Date JAN 25 2013

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes
Real Estate and Construction Services

Date JAN 24 2013

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Scott L...
Title Metro District Engineer

Date 1/25/13

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Sam Freund
Title CFO

Date 1/23/13

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.19 and §16C.05.

By Hollye Kollen
Date 1/16/13

Contract No. 28744
Po #3000001093

PLYMOUTH DRIVER EXAM STATION - 2013 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
INCOME														
Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Operating Expense Reimbursement	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
OPERATING EXPENSES														
Cleaning	0	0	250	0	350	250	0	0	250	0	350	250	1,700	0.28
R/M - Payroll	600	600	600	600	600	600	600	600	600	600	600	600	7,200	1.17
Electrical	50	0	200	50	0	200	50	0	200	50	0	200	1,000	0.16
Fire & Life Safety	0	0	0	0	0	250	0	0	0	0	0	0	250	0.04
HVAC	75	1,075	75	75	1,075	75	75	1,075	75	75	1,075	75	4,900	0.80
Plumbing	50	0	250	50	0	250	50	0	250	50	0	250	1,200	0.20
Other Building Maintenance	50	50	50	50	50	50	50	50	50	50	550	50	1,100	0.18
General Building Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Landscaping & Grounds	150	250	150	50	0	0	0	0	0	50	150	250	1,050	0.17
Parking Lot & Garages	0	50	2,500	0	2,500	3,500	4,000	4,500	3,000	1,500	2,550	0	24,100	3.93
Administrative	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000	3.92
Insurance	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Real Estate Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL RECOVERABLE EXPENSE	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85
NON-RECOVERABLE EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL OPERATING EXPENSES	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85
OPERATING INCOME	(2,975)	(4,025)	(6,075)	(2,875)	(6,575)	(7,175)	(6,825)	(8,225)	(6,425)	(4,375)	(7,275)	(3,675)	(66,500)	(10.85)
Emergency & Special Projects	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL EXPENSES	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85
CASH FLOW	(2,975)	(4,025)	(6,075)	(2,875)	(6,575)	(7,175)	(6,825)	(8,225)	(6,425)	(4,375)	(7,275)	(3,675)	(66,500)	(10.85)

EXHIBIT A

PLYMOUTH DRIVER EXAM STATION - 2013 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
INCOME														
Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Escalation	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
RECOVERABLE EXPENSES														
CLEANING														
5280 Cleaning Contract	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5295 Special Cleaning	0	0	250	0	0	250	0	0	250	0	0	250	1,000	0.16
5300 Window Washing	0	0	0	0	350	0	0	0	0	0	350	0	700	0.11
TOTAL CLEANING	0	0	250	0	350	250	0	0	250	0	350	250	1,700	0.28
R/M - PAYROLL														
5310 R & M Payroll	600	600	600	600	600	600	600	600	600	600	600	600	7,200	1.17
5310-1 Payroll Taxes/Work Comp	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5310-2 Fringe Benefits	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL R & M PAYROLL	600	600	600	600	600	600	600	600	600	600	600	600	7,200	1.17
ELECTRICAL														
5350 Electrical S & M	50	0	0	50	0	0	50	0	0	50	0	0	200	0.03
5355 Electrical R & M	0	0	200	0	0	200	0	0	200	0	0	200	800	0.13
5360 Electrical Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL ELECTRICAL	50	0	200	50	0	200	50	0	200	50	0	200	1,000	0.16
FIRE & LIFE SAFETY														
5395 Fire & Life Safety Contract	0	0	0	0	0	250	0	0	0	0	0	0	250	0.04
5400 Fire & Life Safety Supplies/Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5405 Fire & Life Safety Repairs/Mtce.	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5410 Fire & Life Safety Misc.	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL FIRE & LIFE SAFETY	0	0	0	0	0	250	0	0	0	0	0	0	250	0.04

EXHIBIT A

PLYMOUTH DRIVER EXAM STATION - 2013 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
HVAC														
5420 HVAC Contract	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5425 HVAC S & M	75	75	75	75	75	75	75	75	75	75	75	75	900	0.15
5430 HVAC R & M	0	1,000	0	0	1,000	0	0	1,000	0	0	1,000	0	4,000	0.65
5435 HVAC Chemicals	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5440 HVAC Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL HVAC	75	1,075	75	75	1,075	75	75	1,075	75	75	1,075	75	4,900	0.80
PLUMBING														
5455 Plumbing S & M	50	0	0	50	0	0	50	0	0	50	0	0	200	0.03
5460 Plumbing R & M	0	0	250	0	0	250	0	0	250	0	0	250	1,000	0.16
TOTAL PLUMBING	50	0	250	50	0	250	50	0	250	50	0	250	1,200	0.20
OTHER BUILDING MAINTENANCE														
5505 Common Area Maintenance	50	50	50	50	50	50	50	50	50	50	50	50	600	0.10
5510 Structural/Roof/Glass	0	0	0	0	0	0	0	0	0	0	500	0	500	0.08
5515 Other Bldg S & M	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5520 Other Bldg R & M	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL OTHER BUILDING MAINTENANCE	50	50	50	50	50	50	50	50	50	50	550	50	1,100	0.18
GENERAL BLDG. MAINTENANCE														
5540 Restroom Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5545 Trash Removal/Recycling	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5550 Other Contracts	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5560 Pagers/Cell Phones/E-mail	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5585 General Bldg Misc.	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL GENERAL BLDG. MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
UTILITIES														
5595 Electric	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5620 Gas	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5625 Water & Sewer	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL UTILITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
LANDSCAPING & GROUNDS														
5655 Landscaping Contract	150	0	150	0	0	0	0	0	0	0	150	0	450	0.07
5660 Landscaping S & M	0	50	0	50	0	0	0	0	0	50	0	50	200	0.03
5665 Landscaping R & M	0	200	0	0	0	0	0	0	0	0	0	200	400	0.07
TOTAL LANDSCAPING & GROUNDS	150	250	150	50	0	0	0	0	0	50	150	250	1,050	0.17

EXHIBIT A

PLYMOUTH DRIVER EXAM STATION - 2013 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.	
PARKING LOT/GARAGES															
5680 Snow Removal	0	0	0	0	2,500	3,500	4,000	4,500	3,000	1,500	0	0	19,000	3.10	
5690 Parking Lot Supplies & Materials	0	50	0	0	0	0	0	0	0	0	50	0	100	0.02	
5700 Parking Lot R & M	0	0	2,500	0	0	0	0	0	0	0	2,500	0	5,000	0.82	
5705 Parking Lot Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
TOTAL PARKING LOT & GARAGES	0	50	2,500	0	2,500	3,500	4,000	4,500	3,000	1,500	2,550	0	24,100	3.93	
ADMINISTRATIVE															
5720 Management Fees	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000	3.92	
5725 Management Fee Retainage (hold)													0	0.00	
5720 Management Fee Retainage (payment)													0	0.00	
TOTAL ADMINISTRATIVE	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000	3.92	
TAXES AND INSURANCE															
5765 Real Estate Taxes														0	0.00
5770 Insurance														0	0.00
TOTAL TAXES AND INSURANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
TOTAL RECOVERABLE EXPENSES	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85	
NON-RECOVERABLE EXPENSES															
Improvements/expenses specific to MaDot														0	0.00
TOTAL NON-RECOVERABLE EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
TOTAL OPERATING EXPENSES	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85	
EMERGENCY & SPECIAL PROJECTS															
6205 General Building	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
6220 Parking Lot / Garages													0	0.00	
TOTAL EMERGENCY & SPECIAL PROJECTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
TOTAL EXPENSES	2,975	4,025	6,075	2,875	6,575	7,175	6,825	8,225	6,425	4,375	7,275	3,675	66,500	10.85	
CASH FLOW	(2,975)	(4,025)	(6,075)	(2,875)	(6,575)	(7,175)	(6,825)	(8,225)	(6,425)	(4,375)	(7,275)	(3,675)	(66,500)	(10.85)	

EXHIBIT A

Plymouth Drivers Exam Station (08717)

Income Statement

Period = Jun 2012

Book = Cash

	Period to Date	%	Year to Date	%
INCOME				
Common Area Maintenance				
Fire & Life Safety R&M	0.00	0.00	239.63	0.00
TOTAL COMMON AREA MAINT.	0.00	0.00	239.63	0.00
COMMON AREA MAINT. EXT.				
Sweeping/Cleanup	825.00	0.00	825.00	0.00
Outside Supplies	0.00	0.00	30.37	0.00
TOTAL COMMON AREA MAINT. EXT.	825.00	0.00	855.37	0.00
LANDLORD EXPENSES				
Electrical R & M	0.00	0.00	217.87	0.00
TOTAL LANDLORD EXPENSES	0.00	0.00	217.87	0.00
REPAIRS & MAINTENANCE (PAYROLL)				
R&M Payroll	1,240.00	0.00	3,782.00	0.00
TOTAL R & M (PAYROLL)	1,240.00	0.00	3,782.00	0.00
ELECTRICAL				
Electrical Supplies & Materials	0.00	0.00	33.39	0.00
Electrical Repairs & Maintenance	0.00	0.00	291.04	0.00
TOTAL ELECTRICAL	0.00	0.00	324.43	0.00
HVAC				
HVAC Supplies & Materials	0.00	0.00	747.66	0.00
HVAC Repairs & Maintenance	81.53	0.00	2,830.72	0.00
TOTAL HVAC	81.53	0.00	3,578.38	0.00
PLUMBING				
Plumbing Repairs & Maintenance	0.00	0.00	2,520.61	0.00
TOTAL PLUMBING	0.00	0.00	2,520.61	0.00
OTHER BUILDING MAINTENANCE				
Supplies & Materials	1,784.36	0.00	2,174.41	0.00
Repairs & Maintenance	282.31	0.00	3,602.49	0.00
TOTAL OTHER BLDG. MAINTENANCE	2,066.67	0.00	5,776.90	0.00
GENERAL BUILDING EXPENSE				
Miscellaneous	0.00	0.00	204.24	0.00
TOTAL GEN BUILDING EXPENSE	0.00	0.00	204.24	0.00
LANDSCAPING & GROUNDS				
Landscaping/Grounds Contract	328.26	0.00	328.26	0.00
TOTAL LANDSCAPING & GROUNDS	328.26	0.00	328.26	0.00
PARKING LOT & GARAGES				
Snow Removal	0.00	0.00	7,940.90	0.00
Supplies & Materials	0.00	0.00	55.66	0.00
Repairs & Maintenance	0.00	0.00	2,100.00	0.00
TOTAL PARKING LOT & GARAGES	0.00	0.00	10,096.56	0.00
ADMINISTRATIVE				
Management Fee	2,000.00	0.00	15,806.45	0.00
General Office Expense	0.00	0.00	11.82	0.00
Bank Charges	24.83	0.00	158.27	0.00
TOTAL ADMINISTRATIVE	2,024.83	0.00	15,976.54	0.00

EXHIBIT B

Plymouth Drivers Exam Station (08717)

Income Statement

Period = Jun 2012

Book = Cash

	Period to Date	%	Year to Date	%
TOTAL ESCALATABLE EXPENSES	6,566.29	0.00	43,900.79	0.00
TOTAL OPERATING EXPENSES	6,566.29	0.00	43,900.79	0.00
OPERATING INCOME	-6,566.29	0.00	-43,900.79	0.00
CAPITAL IMPROVEMENTS				
General Building	0.00	0.00	7,244.00	0.00
TOTAL CAPITAL IMPROVEMENTS	0.00	0.00	7,244.00	0.00
NET INCOME	-6,566.29	0.00	-51,144.79	0.00

EXHIBIT B

Prairie Electric

ELECTRICAL CONTRACTORS CO., INC.

6595 Edenvale Blvd.
Suite #120
Eden Prairie, MN 55346

Phone 952-949-0074
Fax 952-949-0174
www.prairieelectric.com

Proposal

To: Chip Olson
Company: Cassidy Turley
E-Mail: Chip.olson@cassidyturley.com

From: Brent Fritz
Company: Prairie Electric Company

Date: 08-24-2012
Number of Pages: 1
Subject: 2455 Fernbrook Ln power to Gate

Chip,

We are pleased to offer the following electrical quotation for your consideration and review.

- Electrical Permit
- Furnish and install
 - 2 – 1" conduits from main building to Gate, then across road to other gate
 - 2 – Nema3 18" junction boxes
 - 1 – New 20amp circuit
 - 2 – 1 gang weather proof boxes for control wires
 - 2 – Connections to new gate motors 120v 1 phase

Total: **\$8,048.00**

Notes and Exclusions

- *All work to be performed during normal working hours
- * Basic restoration of soil included
- * No sod or grass work.
- * Any cement or asphalt repairs not included.

If you have any questions regarding this quotation please don't hesitate to call.

Sincerely,
Brent Fritz
Project Manager

EXHIBIT C



651.765.0765 office
651.407.0609 fax

Invoice

Date	Invoice #
9/11/2012	31339

Invoice To:
Cassidy Turley 200 South 6th Street Suite #1400 Minneapolis, MN 55402

Service Location:
Plymouth/DVS 2455 Fernbrook Lane Plymouth, MN

Description	Unit	Qty	Rate	Amount
CONTRACT NO.: 07182012				
Milling and overlay to approximately 11,250 square feet. Two inches of new 41A class asphalt installed and compacted. Asphalt was rolled to finish.		1	10,685.00	10,685.00
Concrete Flat Work - Removed and replaced 4" thick concrete sidewalk panels. Approximately 500 square feet of area was replaced. All waste material was removed and disposed of properly.		1	4,500.00	4,500.00
Concrete Dual Purpose Sidewalk Repairs - Removed and replaced approximately 550 square feet of dual purpose curb and sidewalk.		1	5,990.00	5,990.00
Thanks for the opportunity to work with you. Dave (651)336-6804			Total	\$21,175.00

Prompt payment would be appreciated. Late payments could result in a 1.5% monthly finance charge. Customer agrees to pay all costs of collection, including attorney's fees.

Interstate accepts American Express, MasterCard and Visa for your convenience.

hansen bros. fence

Gaining your respect
the old fashioned way — we earn it


319 Ulysses Street N.E. • Minneapolis, MN 55413-2602
North 763-441-0447 • Central 612-520-0922 • South 612-721-7115 • Outstate 800-416-9694 • Fax 612-520-0991

Invoice

DATE	INVOICE #
9/18/2012	17133

BILL TO
CASSIDY TURLEY MIDWEST, INC. 200 SOUTH 6th STREET, SUITE 1400 MINNEAPOLIS, MN 55402

SHIP TO
DEPARTMENT OF PUBLIC SAFETY 2455 FERNBROOK LANE PLYMOUTH, MN 55447

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Due on recpt	CTH	9/18/2012		here	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
	repair	Repair & automate existing fence as proposed			12,415.00	12,415.00
						
Total					\$12,415.00	

We sincerely thank you for this opportunity!

Christian, Tom, Eric, Doug, Brad, Hodge, Kurt, Bruce, Karen, Christie, Gretchen, Jane, Carrie, Sharon, Rich, Stacy, Mike, Joseph, Elaina, Savannah, Griffin, Carsen, Baylor, Gehrig, Weston, Mia, Olivia, Luke, Katie, Jack, Ryan, Aren, Hannah, Jake, Jordyn, Terry, Nina, Phil, Fran, Ron, Mark, Jorge, Memo, Oscar, Robbie, Justin... and never forgotten - Josh.

EXHIBIT E

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 3 to

Lease No. 11800-A

THIS AMENDMENT No. 3 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

<u>Improvement Type</u>	<u>Square Footage</u>
Main Driver Vehicle Facility ("Facility")	6,130
Shed	179
Roads	232,681
Parking Lots	51,003

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **ESTIMATED RENT FOR FISCAL YEAR 2014** In accordance with Clause 4.2 of the Lease, based on the 2014 Fiscal Year Operating Budget attached as Exhibit A, effective July 1, 2013 and subject to change effective July 1, 2014, LESSEE agrees to pay to LESSOR in accordance with the rent schedule set forth below:

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<u>LEASE PERIOD</u>	<u>SPACE TYPE</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT. (rounded)</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
7/1/13 - 6/30/14	Office	6,130	\$3.45	\$ 1,764.26	\$ 21,171.12
	Grounds	283,684	\$0.13	\$ 3,073.24	\$ 36,878.88
	Mgmt Fee			\$ 2,000.00	\$ 24,000.00
				\$ 6,837.50	\$ 82,050.00
7/1/14 - 6/30/15	Office	6,130		To Be Calculated - Section 4.2	
	Grounds	283,684			
	Mgmt Fee				

2. RENT ADJUSTMENT STATEMENT

- 2.1 Actual Rent Payments LESSOR and LESSEE hereby agree that for the period July 1, 2012 and continuing through June 30, 2013, LESSEE paid to LESSOR the sum of \$56,374.80, plus a carry forward credit from FY 12 in the amount of \$19,966.81 for a total of \$76,341.61.
- 2.2 Actual Operating Expenses LESSOR and LESSEE hereby agree that the actual operating expenses for FY13 are \$84,118.46 as set forth on the attached Exhibit B.
- 2.3 Additional Rent Due to DOT LESSOR and LESSEE hereby agree that LESSEE under paid for operating costs for FY 13 in the amount of \$7,776.85 ("Underpayment"). LESSEE shall pay to LESSOR said Underpayment within thirty (30) days following receipt of invoice from LESSOR.

3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

ATTACHMENTS

- Exhibit A 2014 Fiscal Year Operating Budget
Exhibit B 2013 Fiscal Year Actual Operating Costs

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes
Real Estate and Construction Services
Date APR - 2 2014

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes
Real Estate and Construction Services
Date APR - 2 2014

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Scott R. [Signature]
Title District Engineer
Date 3/28/14

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By [Signature]
Title CEO
Date 3/24/14

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

By [Signature]
Date 24 MARCH 2014
Contract No. 28744
Post # 3000001093

PLYMOUTH DRIVERS EXAM STATION - 2014 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
INCOME														
Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Operating Expense Reimbursement	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
OPERATING EXPENSES														
Cleaning	0	0	250	0	350	250	0	0	250	0	350	250	1,700	0.28
R/M - Payroll	650	650	650	650	650	650	650	650	650	650	650	650	7,800	1.27
Electrical	50	0	200	50	0	200	50	0	200	50	0	200	1,000	0.16
Fire & Life Safety	0	0	0	0	0	250	0	0	0	0	0	0	250	0.04
HVAC	75	1,075	75	75	1,075	75	75	1,075	75	75	1,075	75	4,900	0.80
Plumbing	50	0	250	50	0	250	50	0	250	50	0	250	1,200	0.20
Other Building Maintenance	275	275	275	275	775	275	275	275	275	275	775	275	4,300	0.70
General Building Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Landscaping & Grounds	900	50	900	50	0	0	0	0	0	50	900	50	2,900	0.47
Parking Lot & Garages	0	0	3,000	0	2,500	4,500	5,500	6,500	6,000	3,000	3,000	0	34,000	5.55
Administrative	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000	3.92
Insurance	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Real Estate Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL RECOVERABLE EXPENSE	4,000	4,050	7,600	3,150	7,350	8,450	8,600	10,500	9,700	6,150	8,750	3,750	82,050	13.38
NON-RECOVERABLE EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL OPERATING EXPENSES	4,000	4,050	7,600	3,150	7,350	8,450	8,600	10,500	9,700	6,150	8,750	3,750	82,050	13.38
OPERATING INCOME	(4,000)	(4,050)	(7,600)	(3,150)	(7,350)	(8,450)	(8,600)	(10,500)	(9,700)	(6,150)	(8,750)	(3,750)	(82,050)	(13.38)
Emergency & Special Projects	27,000	0	0	0	0	0	0	0	0	0	0	0	27,000	4.40
TOTAL EXPENSES	31,000	4,050	7,600	3,150	7,350	8,450	8,600	10,500	9,700	6,150	8,750	3,750	109,050	17.79
CASH FLOW	(31,000)	(4,050)	(7,600)	(3,150)	(7,350)	(8,450)	(8,600)	(10,500)	(9,700)	(6,150)	(8,750)	(3,750)	(109,050)	(17.79)

PLYMOUTH DRIVERS EXAM STATION - 2014 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
INCOME														
Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Escalation	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
RECOVERABLE EXPENSES														
CLEANING														
5280 Cleaning Contract	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5295 Special Cleaning	0	0	250	0	0	250	0	0	250	0	0	250	1,000	0.16
5300 Window Washing	0	0	0	0	350	0	0	0	0	0	350	0	700	0.11
TOTAL CLEANING	0	0	250	0	350	250	0	0	250	0	350	250	1,700	0.28
R/M - PAYROLL														
5310 R & M Payroll	650	650	650	650	650	650	650	650	650	650	650	650	7,800	1.27
5310-1 Payroll Taxes/Work Comp	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5310-2 Fringe Benefits	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL R & M PAYROLL	650	650	650	650	650	650	650	650	650	650	650	650	7,800	1.27
ELECTRICAL														
5350 Electrical S & M	50	0	0	50	0	0	50	0	0	50	0	0	200	0.03
5355 Electrical R & M	0	0	200	0	0	200	0	0	200	0	0	200	800	0.13
5360 Electrical Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL ELECTRICAL	50	0	200	50	0	200	50	0	200	50	0	200	1,000	0.16
FIRE & LIFE SAFETY														
5395 Fire & Life Safety Contract	0	0	0	0	0	250	0	0	0	0	0	0	250	0.04
5400 Fire & Life Safety Supplies/Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5405 Fire & Life Safety Repairs/Mtce.	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5410 Fire & Life Safety Misc.	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL FIRE & LIFE SAFETY	0	0	0	0	0	250	0	0	0	0	0	0	250	0.04

PLYMOUTH DRIVERS EXAM STATION - 2014 FISCAL YEAR OPERATING BUDGET

		July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
HVAC															
5420	HVAC Contract	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5425	HVAC S & M	75	75	75	75	75	75	75	75	75	75	75	75	900	0.15
5430	HVAC R & M	0	1,000	0	0	1,000	0	0	1,000	0	0	1,000	0	4,000	0.65
5435	HVAC Chemicals	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5440	HVAC Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL HVAC		75	1,075	75	75	1,075	75	75	1,075	75	75	1,075	75	4,900	0.80
PLUMBING															
5455	Plumbing S & M	50	0	0	50	0	0	50	0	0	50	0	0	200	0.03
5460	Plumbing R & M	0	0	250	0	0	250	0	0	250	0	0	250	1,000	0.16
TOTAL PLUMBING		50	0	250	50	0	250	50	0	250	50	0	250	1,200	0.20
OTHER BUILDING MAINTENANCE															
5505	Common Area Maintenance	50	50	50	50	50	50	50	50	50	50	50	50	600	0.10
5510	Structural/Roof/Glass	0	0	0	0	500	0	0	0	0	0	500	0	1,000	0.16
5515	Other Bldg S & M	175	175	175	175	175	175	175	175	175	175	175	175	2,100	0.34
5520	Other Bldg R & M	50	50	50	50	50	50	50	50	50	50	50	50	600	0.10
TOTAL OTHER BUILDING MAINTENANCE		275	275	275	275	775	275	275	275	275	275	775	275	4,300	0.70
GENERAL BLDG. MAINTENANCE															
5540	Restroom Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5545	Trash Removal/Recycling	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5550	Other Contracts	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5560	Pagers/Cell Phones/E-mail	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5585	General Bldg Misc.	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL GENERAL BLDG. MAINTENANCE		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
UTILITIES															
5595	Electric	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5620	Gas	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5625	Water & Sewer	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL UTILITIES		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
LANDSCAPING & GROUNDS															
5655	Landscaping Contract	400	0	400	0	0	0	0	0	0	0	400	0	1,200	0.20
5660	Landscaping S & M	0	50	0	50	0	0	0	0	0	50	0	50	200	0.03
5665	Landscaping R & M	500	0	500	0	0	0	0	0	0	0	500	0	1,500	0.24
TOTAL LANDSCAPING & GROUNDS		900	50	900	50	0	0	0	0	0	50	900	50	2,900	0.47

PLYMOUTH DRIVERS EXAM STATION - 2014 FISCAL YEAR OPERATING BUDGET

		July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
PARKING LOT/GARAGES															
5680	Snow Removal	0	0	0	0	2,500	4,500	5,500	6,500	6,000	3,000	0	0	28,000	4.57
5690	Parking Lot Supplies & Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5700	Parking Lot R & M	0	0	3,000	0	0	0	0	0	0	0	3,000	0	6,000	0.98
5705	Parking Lot Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL PARKING LOT & GARAGES		0	0	3,000	0	2,500	4,500	5,500	6,500	6,000	3,000	3,000	0	34,000	5.55
ADMINISTRATIVE															
5720	Management Fees	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000	3.92
5725	Management Fee Retainage (hold)													0	0.00
5720	Management Fee Retainage (payment)													0	0.00
TOTAL ADMINISTRATIVE		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000	3.92
TAXES AND INSURANCE															
5765	Real Estate Taxes													0	0.00
5770	Insurance													0	0.00
TOTAL TAXES AND INSURANCE		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL RECOVERABLE EXPENSES		4,000	4,050	7,600	3,150	7,350	8,450	8,600	10,500	9,700	6,150	8,750	3,750	82,050	13.38
NON-RECOVERABLE EXPENSES															
	Improvements/expenses specific to MnDot													0	0.00
TOTAL NON-RECOVERABLE EXPENSES		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL OPERATING EXPENSES		4,000	4,050	7,600	3,150	7,350	8,450	8,600	10,500	9,700	6,150	8,750	3,750	82,050	13.38
EMERGENCY & SPECIAL PROJECTS															
6205	General Building	27,000	0	0	0	0	0	0	0	0	0	0	0	27,000	4.40
6220	Parking Lot / Garages													0	0.00
TOTAL EMERGENCY & SPECIAL PROJECTS		27,000	0	0	0	0	0	0	0	0	0	0	0	27,000	4.40
TOTAL EXPENSES		31,000	4,050	7,600	3,150	7,350	8,450	8,600	10,500	9,700	6,150	8,750	3,750	109,050	17.79
CASH FLOW		(31,000)	(4,050)	(7,600)	(3,150)	(7,350)	(8,450)	(8,600)	(10,500)	(9,700)	(6,150)	(8,750)	(3,750)	(109,050)	(17.79)

Income Statement

Period = Jun 2013

Book = Cash ; Tree = ysi_is_mnspe

		Period to Date	%	Year to Date	%
5109-0000	COMMON AREA MAINT. EXT.				
5145-0000	Roof Repairs	0.00	0.00	700.00	0.00
5150-0000	Sweeping/Cleanup	825.00	0.00	825.00	0.00
5190-0000	Miscellaneous	0.00	0.00	124.00	0.00
5195-0000	TOTAL COMMON AREA MAINT. EXT.	825.00	0.00	1,649.00	0.00
5272-0000	CLEANING				
5300-0000	Window Washing	0.00	0.00	321.83	0.00
5307-9999	TOTAL CLEANING	0.00	0.00	321.83	0.00
5310-0000	R&M Payroll	465.00	0.00	4,464.00	0.00
5315-9999	TOTAL R & M (PAYROLL)	465.00	0.00	4,464.00	0.00
5340-0000	ELECTRICAL				
5350-0000	Electrical Supplies & Materials	0.00	0.00	25.93	0.00
5363-9999	TOTAL ELECTRICAL	0.00	0.00	25.93	0.00
5415-0000	HVAC				
5425-0000	HVAC Supplies & Materials	0.00	0.00	44.28	0.00
5430-0000	HVAC Repairs & Maintenance	344.00	0.00	5,466.95	0.00
5443-9999	TOTAL HVAC	344.00	0.00	5,511.23	0.00
5445-0000	PLUMBING				
5455-0000	Plumbing Supplies & Materials	0.00	0.00	3.47	0.00
5460-0000	Plumbing Repairs & Maintenance	2,628.37	0.00	2,628.37	0.00
5468-9999	TOTAL PLUMBING	2,628.37	0.00	2,631.84	0.00
5505-0000	Common Area Maintenance	573.35	0.00	4,563.35	0.00
5515-0000	Supplies & Materials	0.00	0.00	-8.52	0.00
5533-9999	TOTAL OTHER BLDG. MAINTENANCE	573.35	0.00	4,554.83	0.00
5650-0000	LANDSCAPING & GROUNDS				
5655-0000	Landscaping/Grounds Contract	0.00	0.00	328.26	0.00
5665-0000	Repairs & Maintenance	0.00	0.00	150.00	0.00
5673-9999	TOTAL LANDSCAPING & GROUNDS	0.00	0.00	478.26	0.00
5675-0000	PARKING LOT & GARAGES				
5680-0000	Snow Removal	8,212.71	0.00	38,545.06	0.00
5700-0000	Repairs & Maintenance	0.00	0.00	1,633.00	0.00
5708-9999	TOTAL PARKING LOT & GARAGES	8,212.71	0.00	40,178.06	0.00
5710-0000	ADMINISTRATIVE				
5720-0000	Management Fee	6,000.00	0.00	24,000.00	0.00
5745-0000	General Office Expense	0.00	0.00	5.88	0.00
5752-0000	Bank Charges	27.74	0.00	297.60	0.00
5758-9999	TOTAL ADMINISTRATIVE	6,027.74	0.00	24,303.48	0.00
5800-0000	TOTAL ESCALATABLE EXPENSES	19,076.17	0.00	84,118.46	0.00
6045-9999	TOTAL OPERATING EXPENSES	19,076.17	0.00	84,118.46	0.00

Plymouth Drivers Exam Station (08717)

Income Statement

Period = Jun 2013

Book = Cash ; Tree = ysi_is_mnspe

		Period to Date	%	Year to Date	%
6048-9999	OPERATING INCOME	-19,076.17	0.00	-84,118.46	0.00
6160-0000	CAPITAL IMPROVEMENTS				
6205-0000	General Building	1,500.00	0.00	50,023.00	0.00
6230-9999	TOTAL CAPITAL IMPROVEMENTS	1,500.00	0.00	50,023.00	0.00
7000-0000	NET INCOME	-20,576.17	0.00	-134,141.46	0.00

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 4 to

Lease No. 11800-A

THIS AMENDMENT No. 4 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

<u>Improvement Type</u>	<u>Square Footage</u>
Main Driver Vehicle Facility ("Facility")	6,130
Shed	179
Roads	232,681
Parking Lots	51,003

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for a period of one (1) year, commencing July 1, 2015 and continuing through June 30, 2016 ("Renewal Term"), at the same terms and conditions as set forth in the Lease except as otherwise provided herein.
2. **ESTIMATED RENT FOR FISCAL YEAR 2015**
 - 2.1 In accordance with Clause 4.2 of the Lease, based on the 2015 Fiscal Year Operating Budget attached as Exhibit A, effective July 1, 2014, LESSEE agrees to pay to LESSOR in accordance with the rent schedule set forth below:

<u>LEASE PERIOD</u>	<u>SPACE TYPE</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT. (rounded)</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
7/1/14 - 6/30/16	Office	6,130	\$5.88	\$ 3,003.70	\$ 72,088.80
	Grounds	283,684	\$0.13	\$ 3,073.24	\$ 73,757.76
	Mgmt Fee			\$ 2,000.00	\$ 48,000.00
				\$ 8,076.94	\$ 193,846.56

2.2 LESSOR and LESSEE hereby agree that the rent for the period July 1, 2015 and continuing through June 30, 2016 is subject to adjustment in accordance with Clause 4 of the Lease.

3. RENT ADJUSTMENT STATEMENT

3.1 Actual Rent Payments LESSOR and LESSEE hereby agree that for the period July 1, 2013 and continuing through June 30, 2014, LESSEE paid to LESSOR the sum of \$89,826.85.

3.2 Actual Operating Expenses LESSOR and LESSEE hereby agree that the actual operating expenses for FY14 is \$88,138.50 as set forth on Exhibit B attached hereto and incorporated herein.

3.3 Rent Credit LESSOR and LESSEE hereby agree that LESSEE is due a credit for FY14 in the amount of \$1,688.35. Said Rent Credit shall be applied to the FY15 rent payments upon execution of this Amendment.

4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

ATTACHMENTS

Exhibit A 2015 Fiscal Year Operating Budget
Exhibit B 2014 Fiscal Year Actual Operating Costs

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes
Real Estate and Construction Services
Date 9/12/14

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes
Real Estate and Construction Services
Date 9/12/14

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By [Signature]
Title Director Operations & Maintenance
Metro District
Date 9/12/14

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By [Signature]
Title CFO
Date 9/12/14

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

By [Signature]
Date 12 SEPT 2014
Contract No. 28744
Pat 300001093

PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
INCOME														
Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Operating Expense Reimbursement	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
OPERATING EXPENSES														
Cleaning	0	0	250	0	350	250	0	0	250	0	350	250	1,700	0.28
R/M - Payroll	400	400	400	400	400	400	400	400	400	400	400	400	4,800	0.78
Electrical	50	0	200	50	0	200	50	0	200	50	0	200	1,000	0.16
Fire & Life Safety	0	0	0	0	0	250	0	0	0	0	0	0	250	0.04
HVAC	75	1,075	75	75	1,075	75	75	1,075	75	75	1,075	75	4,900	0.80
Plumbing	50	0	250	50	0	250	50	0	250	50	2,500	250	3,700	0.60
Other Building Maintenance	275	275	275	275	775	275	275	275	275	275	775	275	4,300	0.70
General Building Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Landscaping & Grounds	200	550	200	50	0	0	0	0	0	50	700	50	1,800	0.29
Parking Lot & Garages	0	0	3,000	0	2,500	4,500	5,500	6,500	6,000	3,000	3,000	0	34,000	5.55
Administrative	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000	3.92
Insurance	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Real Estate Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL RECOVERABLE EXPENSE	3,050	4,300	6,650	2,900	7,100	8,200	8,350	10,250	9,450	5,900	10,800	3,500	80,450	13.12
NON-RECOVERABLE EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL OPERATING EXPENSES	3,050	4,300	6,650	2,900	7,100	8,200	8,350	10,250	9,450	5,900	10,800	3,500	80,450	13.12
OPERATING INCOME	(3,050)	(4,300)	(6,650)	(2,900)	(7,100)	(8,200)	(8,350)	(10,250)	(9,450)	(5,900)	(10,800)	(3,500)	(80,450)	(13.12)
Emergency & Special Projects	16,500	0	0	0	0	0	0	0	0	0	0	0	16,500	2.69
TOTAL EXPENSES	19,550	4,300	6,650	2,900	7,100	8,200	8,350	10,250	9,450	5,900	10,800	3,500	96,950	15.82
CASH FLOW	(19,550)	(4,300)	(6,650)	(2,900)	(7,100)	(8,200)	(8,350)	(10,250)	(9,450)	(5,900)	(10,800)	(3,500)	(96,950)	(15.82)

EXHIBIT A

PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
INCOME														
Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Escalation	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
RECOVERABLE EXPENSES														
CLEANING														
5280 Cleaning Contract	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5295 Special Cleaning	0	0	250	0	0	250	0	0	250	0	0	250	1,000	0.16
5300 Window Washing	0	0	0	0	350	0	0	0	0	0	350	0	700	0.11
TOTAL CLEANING	0	0	250	0	350	250	0	0	250	0	350	250	1,700	0.28
R/M - PAYROLL														
5310 R & M Payroll	400	400	400	400	400	400	400	400	400	400	400	400	4,800	0.78
5310-1 Payroll Taxes/Work Comp	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5310-2 Fringe Benefits	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL R & M PAYROLL	400	400	400	400	400	400	400	400	400	400	400	400	4,800	0.78
ELECTRICAL														
5350 Electrical S & M	50	0	0	50	0	0	50	0	0	50	0	0	200	0.03
5355 Electrical R & M	0	0	200	0	0	200	0	0	200	0	0	200	800	0.13
5360 Electrical Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL ELECTRICAL	50	0	200	50	0	200	50	0	200	50	0	200	1,000	0.16
FIRE & LIFE SAFETY														
5395 Fire & Life Safety Contract	0	0	0	0	0	250	0	0	0	0	0	0	250	0.04
5400 Fire & Life Safety Supplies/Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5405 Fire & Life Safety Repairs/Mtce.	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5410 Fire & Life Safety Misc.	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL FIRE & LIFE SAFETY	0	0	0	0	0	250	0	0	0	0	0	0	250	0.04

PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
HVAC														
5420	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5425	75	75	75	75	75	75	75	75	75	75	75	75	900	0.15
5430	0	1,000	0	0	1,000	0	0	1,000	0	0	1,000	0	4,000	0.65
5435	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5440	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL HVAC	75	1,075	75	75	1,075	75	75	1,075	75	75	1,075	75	4,900	0.80
PLUMBING														
5455	50	0	0	50	0	0	50	0	0	50	0	0	200	0.03
5460	0	0	250	0	0	250	0	0	250	0	2,500	250	3,500	0.57
TOTAL PLUMBING	50	0	250	50	0	250	50	0	250	50	2,500	250	3,700	0.60
OTHER BUILDING MAINTENANCE														
5505	50	50	50	50	50	50	50	50	50	50	50	50	600	0.10
5510	0	0	0	0	500	0	0	0	0	0	500	0	1,000	0.16
5515	175	175	175	175	175	175	175	175	175	175	175	175	2,100	0.34
5520	50	50	50	50	50	50	50	50	50	50	50	50	600	0.10
TOTAL OTHER BUILDING MAINTENANCE	275	275	275	275	775	275	275	275	275	275	775	275	4,300	0.70
GENERAL BLDG. MAINTENANCE														
5540	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5545	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5550	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5560	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5585	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL GENERAL BLDG. MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
UTILITIES														
5595	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5620	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5625	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL UTILITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
LANDSCAPING & GROUNDS														
5655	200	0	200	0	0	0	0	0	0	0	200	0	600	0.10
5660	0	50	0	50	0	0	0	0	0	50	0	50	200	0.03
5665	0	500	0	0	0	0	0	0	0	0	500	0	1,000	0.16
TOTAL LANDSCAPING & GROUNDS	200	550	200	50	0	0	0	0	0	50	700	50	1,800	0.29

PLYMOUTH DRIVERS EXAM STATION - 2015 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.	
PARKING LOT/GARAGES															
5680	Snow Removal	0	0	0	0	2,500	4,500	5,500	6,500	6,000	3,000	0	0	28,000	4.57
5690	Parking Lot Supplies & Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5700	Parking Lot R & M	0	0	3,000	0	0	0	0	0	0	3,000	0	6,000	0.98	
5705	Parking Lot Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
TOTAL PARKING LOT & GARAGES		0	0	3,000	0	2,500	4,500	5,500	6,500	6,000	3,000	3,000	0	34,000	5.55
ADMINISTRATIVE															
5720	Management Fees	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000	3.92	
5725	Management Fee Retainage (hold)												0	0.00	
5720	Management Fee Retainage (payment)												0	0.00	
TOTAL ADMINISTRATIVE		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000	3.92	
TAXES AND INSURANCE															
5765	Real Estate Taxes													0	0.00
5770	Insurance													0	0.00
TOTAL TAXES AND INSURANCE		0	0	0	0	0	0	0	0	0	0	0	0	0.00	
TOTAL RECOVERABLE EXPENSES		3,050	4,300	6,650	2,900	7,100	8,200	10,250	9,450	5,900	10,800	3,500	80,450	13.12	
NON-RECOVERABLE EXPENSES															
	Improvements/expenses specific to MnDot													0	0.00
TOTAL NON-RECOVERABLE EXPENSES		0	0	0	0	0	0	0	0	0	0	0	0	0.00	
TOTAL OPERATING EXPENSES		3,050	4,300	6,650	2,900	7,100	8,200	10,250	9,450	5,900	10,800	3,500	80,450	13.12	
EMERGENCY & SPECIAL PROJECTS															
6205	General Building	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
6220	Parking Lot / Garages	16,500	0	0	0	0	0	0	0	0	0	0	16,500	2.69	
TOTAL EMERGENCY & SPECIAL PROJECTS		16,500	0	0	0	0	0	0	0	0	0	0	16,500	2.69	
TOTAL EXPENSES		19,550	4,300	6,650	2,900	7,100	8,200	10,250	9,450	5,900	10,800	3,500	96,950	15.82	
CASH FLOW		(19,550)	(4,300)	(6,650)	(2,900)	(7,100)	(8,200)	(10,250)	(9,450)	(5,900)	(10,800)	(3,500)	(96,950)	(15.82)	

Income Statement

Period = Jun 2014

Book = Cash ; Tree = ysi_is_mnspe

		Period to Date	%	Year to Date	%
5109-0000	COMMON AREA MAINT. EXT.				
5155-0000	Snow Removal	12,667.63	0.00	19,128.63	0.00
5195-0000	TOTAL COMMON AREA MAINT. EXT.	12,667.63	0.00	19,128.63	0.00
5196-0000	LANDLORD EXPENSES				
5225-0000	HVAC R & M	0.00	0.00	247.96	0.00
5270-0000	TOTAL LANDLORD EXPENSES	0.00	0.00	247.96	0.00
5272-0000	CLEANING				
5300-0000	Window Washing	0.00	0.00	643.66	0.00
5307-9999	TOTAL CLEANING	0.00	0.00	643.66	0.00
5310-0000	R&M Payroll	2,063.71	0.00	6,217.71	0.00
5315-9999	TOTAL R & M (PAYROLL)	2,063.71	0.00	6,217.71	0.00
5340-0000	ELECTRICAL				
5350-0000	Electrical Supplies & Materials	0.00	0.00	446.01	0.00
5355-0000	Electrical Repairs & Maintenance	78.30	0.00	78.30	0.00
5363-9999	TOTAL ELECTRICAL	78.30	0.00	524.31	0.00
5415-0000	HVAC				
5425-0000	HVAC Supplies & Materials	0.00	0.00	91.14	0.00
5430-0000	HVAC Repairs & Maintenance	11,852.28	0.00	12,882.22	0.00
5443-9999	TOTAL HVAC	11,852.28	0.00	12,973.36	0.00
5445-0000	PLUMBING				
5455-0000	Plumbing Supplies & Materials	0.00	0.00	308.18	0.00
5460-0000	Plumbing Repairs & Maintenance	0.00	0.00	9,649.27	0.00
5468-9999	TOTAL PLUMBING	0.00	0.00	9,957.45	0.00
5505-0000	Common Area Maintenance	0.00	0.00	351.25	0.00
5515-0000	Supplies & Materials	0.00	0.00	91.51	0.00
5533-9999	TOTAL OTHER BLDG. MAINTENANCE	0.00	0.00	442.76	0.00
5675-0000	PARKING LOT & GARAGES				
5680-0000	Snow Removal	4,583.50	0.00	20,969.00	0.00
5708-9999	TOTAL PARKING LOT & GARAGES	4,583.50	0.00	20,969.00	0.00
5710-0000	ADMINISTRATIVE				
5720-0000	Management Fee	4,000.00	0.00	22,000.00	0.00
5745-0000	General Office Expense	0.00	0.00	12.42	0.00
5752-0000	Bank Charges	45.01	0.00	352.94	0.00
5758-9999	TOTAL ADMINISTRATIVE	4,045.01	0.00	22,365.36	0.00
5800-0000	TOTAL ESCALATABLE EXPENSES	35,290.43	0.00	93,470.20	0.00
6045-9999	TOTAL OPERATING EXPENSES	35,290.43	0.00	93,470.20	0.00
6048-9999	OPERATING INCOME	-35,290.43	0.00	-93,470.20	0.00
6160-0000	CAPITAL IMPROVEMENTS				
6205-0000	General Building	0.00	0.00	483.30	0.00
6230-9999	TOTAL CAPITAL IMPROVEMENTS	0.00	0.00	483.30	0.00
7000-0000	NET INCOME	-35,290.43	0.00	-93,953.50	0.00

DEDUCT

(5,815.00) DPS Portion
sewer repair

\$88,138.50

STATE OF MINNESOTA
AMENDMENT OF LEASE

Amendment No. 5 to

Lease No. 11800-A

THIS AMENDMENT No. 5 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety, Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

<u>Improvement Type</u>	<u>Square Footage</u>
Main Driver Vehicle Facility ("Facility")	6,130
Shed	179
Roads	232,681
Parking Lots	51,003

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for a period of one (1) year, commencing July 1, 2016 and continuing through June 30, 2017 ("Renewal Term"), at the same terms and conditions as set forth in the Lease except as otherwise provided herein.
2. **ESTIMATED RENT FOR FISCAL YEAR 2016**
 - 2.1 In accordance with Clause 4.2 of the Lease, based on the 2016 Fiscal Year Operating Budget attached as Exhibit A, effective July 1, 2015, LESSEE agrees to pay to LESSOR in accordance with the rent schedule set forth below:

<u>LEASE PERIOD</u>	<u>SPACE TYPE</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT. (rounded)</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
7/1/15 - 6/30/17	Office	6,130	\$2.01	\$ 1,026.78	\$ 24,642.72
	Grounds	283,684	\$0.11	\$ 2,600.44	\$ 62,410.56
	Admin. Fee			\$ 2,060.00	\$ 49,440.00
				\$ 5,687.22	\$ 136,493.28

2.2 LESSOR and LESSEE hereby agree that the rent for the period July 1, 2016 and continuing through June 30, 2017 is subject to adjustment in accordance with Clause 4 of the Lease.

3. **RENT ADJUSTMENT STATEMENT**

3.1 Actual Rent Payments LESSOR and LESSEE hereby agree that for the period July 1, 2014 and continuing through June 30, 2015, LESSEE paid to LESSOR the sum of \$95,234.93.

3.2 Actual Operating Expenses LESSOR and LESSEE hereby agree that the actual operating expenses for FY15 is \$81,203.95 as set forth on Exhibit B attached hereto and incorporated herein.

3.3 Rent Credit LESSOR and LESSEE hereby agree that LESSEE is due a credit for FY15 in the amount of \$14,030.98. Said Rent Credit shall be applied to the FY16 rent payments upon execution of this Amendment.

4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

ATTACHMENTS

- Exhibit A 2016 Fiscal Year Operating Budget
- Exhibit B 2015 Fiscal Year Actual Operating Costs

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes
Real Estate and Construction Services
Date OCT 13 2015

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes
Real Estate and Construction Services
Date OCT 08 2015

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Scott L. [Signature]
Title Metro District Engineer
Date 10/12/15

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Larry [Signature]
Title CFO
Date 10/8/15

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

By [Signature]
Date 8 OCT 2015

Contract No. 28744 - 3000001093

PLYMOUTH DRIVERS EXAM STATION - 2016 FISCAL YEAR OPERATING BUDGET

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	12 Month Total	Per Sq. Ft.
INCOME														
Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Operating Expense Reimbursement	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
OPERATING EXPENSES														
Cleaning	0	0	250	0	350	0	0	0	250	0	350	0	1,200	0.20
R/M - Payroll	400	400	400	400	400	400	400	400	400	400	400	400	4,800	0.78
Electrical	0	0	200	50	0	0	50	0	200	0	0	0	500	0.08
Fire & Life Safety	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
HVAC	50	1,000	0	0	50	0	0	1,000	50	0	0	0	2,150	0.35
Plumbing	50	0	250	50	0	250	50	0	250	50	0	250	1,200	0.20
Other Building Maintenance	100	100	100	100	300	100	100	100	100	100	300	100	1,600	0.26
General Building Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Landscaping & Grounds	200	0	200	0	0	0	0	0	0	0	200	0	600	0.10
Parking Lot & Garages	2,500	0	0	0	2,500	4,500	5,500	6,500	6,000	3,000	1,000	0	31,500	5.14
Administrative	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	24,720	4.03
Insurance	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Real Estate Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL RECOVERABLE EXPENSE	5,360	3,560	3,460	2,660	5,660	7,310	8,160	10,060	9,310	5,610	4,310	2,810	68,270	11.14
NON-RECOVERABLE EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL OPERATING EXPENSES	5,360	3,560	3,460	2,660	5,660	7,310	8,160	10,060	9,310	5,610	4,310	2,810	68,270	11.14
OPERATING INCOME	(5,360)	(3,560)	(3,460)	(2,660)	(5,660)	(7,310)	(8,160)	(10,060)	(9,310)	(5,610)	(4,310)	(2,810)	(68,270)	(11.14)
Emergency & Special Projects	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
TOTAL EXPENSES	5,360	3,560	3,460	2,660	5,660	7,310	8,160	10,060	9,310	5,610	4,310	2,810	68,270	11.14
CASH FLOW	(5,360)	(3,560)	(3,460)	(2,660)	(5,660)	(7,310)	(8,160)	(10,060)	(9,310)	(5,610)	(4,310)	(2,810)	(68,270)	(11.14)

12 Month Actual to Budget

Book = Cash ; Tree = ysl.c7.mnspc
 Report = Jul 2014-Jun 2015

Book = Cash ; Tree = ysl.c7.mnspc

	Actual Jul 2014	Actual Aug 2014	Actual Sep 2014	Actual Oct 2014	Actual Nov 2014	Actual Dec 2014	Actual Jan 2015	Actual Feb 2015	Actual Mar 2015	Actual Apr 2015	Actual May 2015	Actual Jun 2015	Total Actual+ Budget	Original Budget	Variance	%Variance
4000-0000 INCOME																
4510-0000 OTHER INCOME																
4650-0000 Painting & Decorating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.08	0.00	0.00	0.00	28.08	0.00	28.08	N/A
4800-0000 TOTAL OTHER INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.08	0.00	0.00	0.00	28.08	0.00	28.08	N/A
4810-0000 TOTAL INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.08	0.00	0.00	0.00	28.08	0.00	28.08	N/A
5109-0000 COMMON AREA MAINT. EXT.																
5135-0000 General Bldg. Maintenance	0.00	0.00	0.00	116.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.93	0.00	-116.93	N/A
5155-0000 Snow Removal	3,184.88	-3,184.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	N/A
5195-0000 TOTAL COMMON AREA MAINT. EXT.	3,184.88	-3,184.88	0.00	116.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.93	0.00	-116.93	N/A
5272-0000 CLEANING																
5295-0000 Special Cleaning	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	100.00
5300-0000 Window Washing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	700.00	700.00	100.00
5307-9999 TOTAL CLEANING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,700.00	1,700.00	100.00
5310-0000 R&M Payroll	-575.71	403.00	124.00	589.00	899.00	0.00	83.00	248.00	372.00	62.00	620.00	124.00	2,958.29	4,800.00	1,841.71	38.37
5315-9999 TOTAL R & M (PAYROLL)	-575.71	403.00	124.00	589.00	899.00	0.00	83.00	248.00	372.00	62.00	620.00	124.00	2,958.29	4,800.00	1,841.71	38.37
5340-0000 ELECTRICAL																
5350-0000 Electrical Supplies & Materials	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00	100.00
5355-0000 Electrical Repairs & Maintenance	-39.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-39.15	800.00	839.15	104.89
5363-9999 TOTAL ELECTRICAL	-39.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-39.15	1,000.00	1,039.15	103.92
5390-0000 Fire & Life Safety																
5395-0000 Fire & Life Safety Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	250.00	100.00
5413-9999 TOTAL FIRE & LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	250.00	100.00
5415-0000 HVAC																
5425-0000 HVAC Supplies & Materials	0.00	0.00	0.00	0.00	0.00	0.00	0.00	121.77	0.00	0.00	0.00	0.00	121.77	900.00	778.23	86.47
5430-0000 HVAC Repairs & Maintenance	-11,383.28	806.77	0.00	0.00	1,079.25	0.00	0.00	389.75	392.30	0.00	0.00	0.00	-8,715.21	4,000.00	12,715.21	317.88
5443-9999 TOTAL HVAC	-11,383.28	806.77	0.00	0.00	1,079.25	0.00	0.00	511.52	392.30	0.00	0.00	0.00	-8,593.44	4,900.00	13,493.44	275.38
5445-0000 PLUMBING																
5455-0000 Plumbing Supplies & Materials	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00	100.00
5460-0000 Plumbing Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	3,500.00	100.00
5468-9999 TOTAL PLUMBING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,700.00	3,700.00	100.00
5505-0000 Common Area Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	600.00	100.00
5510-0000 Structural/Roof/Glass	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	100.00
5515-0000 Supplies & Materials	0.00	0.00	0.00	124.49	0.00	0.00	0.00	384.00	0.00	0.00	0.00	0.00	508.49	2,100.00	1,591.51	75.79
5520-0000 Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	600.00	100.00
5533-9999 TOTAL OTHER BLDG. MAINTENANCE	0.00	0.00	0.00	124.49	0.00	0.00	0.00	384.00	0.00	0.00	0.00	0.00	508.49	4,300.00	3,791.51	88.17
5650-0000 LANDSCAPING & GROUNDS																
5655-0000 Landscaping/Grounds Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	600.00	100.00
5660-0000 Landscaping/Grounds Supplies & Materials	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00	100.00
5665-0000 Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	354.01	354.01	1,000.00	645.99	64.60
5673-9999 TOTAL LANDSCAPING & GROUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	354.01	354.01	1,800.00	1,445.99	80.33

Plumstead Drivers Exam Station (08717)

12 Month Actual to Budget

Period = Jul 2014-Jun 2015

Book = Cash ; Tree = Ysl_et_mnspk

	Actual Jul 2014	Actual Aug 2014	Actual Sep 2014	Actual Oct 2014	Actual Nov 2014	Actual Dec 2014	Actual Jan 2015	Actual Feb 2015	Actual Mar 2015	Actual Apr 2015	Actual May 2015	Actual Jun 2015	Total		Variance	%Variance
													Actual Budget	Budget		
5675-0000																
5680-0000		3,184.88	0.00	0.00	0.00	7,017.00	2,400.00	6,064.00	5,650.00	2,927.00	1,216.00	0.00	26,167.13	28,000.00	1,832.87	6.55
5700-0000		0.00	0.00	271.82	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,723.00	2,994.82	6,000.00	3,005.18	50.09
5708-9999		3,184.88	0.00	271.82	0.00	8,017.00	2,400.00	6,064.00	5,650.00	2,927.00	1,216.00	1,723.00	29,161.95	34,000.00	4,838.05	14.23
5710-0000																
5720-0000		2,000.00	2,000.00	4,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	0.00	7,665.20	2,185.45	29,850.65	24,000.00	-5,850.65	-24.38
5732-0000		35.22	36.51	45.73	25.08	35.99	34.85	45.79	36.01	47.90	55.03	56.84	506.04	0.00	-506.04	N/A
5738-9999		2,035.22	2,036.51	2,045.73	4,025.08	2,051.09	2,034.85	2,045.79	2,036.01	47.90	7,720.23	2,242.29	30,356.69	24,000.00	-6,356.69	-26.49
5800-0000		9,069.79	3,246.28	2,169.73	5,127.32	4,029.34	4,527.85	9,253.31	8,450.31	3,036.90	9,556.23	4,443.30	54,823.77	80,450.00	25,626.23	31.85
6045-9999		9,069.79	3,246.28	2,169.73	5,127.32	4,029.34	4,527.85	9,253.31	8,450.31	3,036.90	9,556.23	4,443.30	54,823.77	80,450.00	25,626.23	31.85
6048-9999		9,069.79	-3,246.28	-2,169.73	-5,127.32	-4,029.34	-4,527.85	-9,253.31	-8,422.23	-3,036.90	-9,556.23	-4,443.30	-54,795.69	-80,450.00	25,654.31	-31.89
6160-0000		0.00	468.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	468.00	0.00	-468.00	N/A
6205-0000		0.00	0.00	0.00	16,287.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,287.50	16,500.00	212.50	1.29
6220-0000		0.00	0.00	0.00	16,287.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,287.50	16,500.00	212.50	1.29
6230-9999		0.00	468.00	0.00	16,287.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,755.50	16,500.00	-255.50	-1.55
7000-0000		9,069.79	3,714.28	-2,169.73	-21,414.82	-4,029.34	-4,527.85	-9,253.31	-8,422.23	-3,036.90	-9,556.23	-4,443.30	-71,551.19	-96,950.00	25,398.81	-26.20
2305-0000		-19,129.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-19,129.01	0.00	19,129.01	N/A
3125-0000		13,140.78	5,956.77	28,433.93	-5,071.86	3,206.09	7,044.76	6,726.60	8,460.09	2,989.00	9,537.21	4,386.46	93,826.83	0.00	93,826.83	N/A
		-5,988.23	5,956.77	28,433.93	-5,071.86	3,206.09	7,044.76	6,726.60	8,460.09	2,989.00	9,537.21	4,386.46	74,697.82	0.00	74,697.82	N/A
		3,081.56	2,242.49	26,264.20	-28,486.68	-823.25	-1,035.99	2,516.91	37.86	-47.90	-19.02	-56.84	3,146.63	-96,950.00	100,096.63	-103.25

corrected amount \$100,108.70 (see attached)

DPS FY 2015

	217.00	
2	124.00	
-3	2,000.00	
5-4	62.00	
15-5	124.00	
15-6	93.00	
15-7	396.31	
15-8	18,900.43	Includes \$16,287.50 parking lot replacement
15-9	2,000.00	
15-10	1,216.50	
15-11	631.83	
15-12	2,000.00	
15-13	155.00	
15-14	1,051.09	
15-15	2,000.00	
15-16	2,339.00	
15-17	4,678.00	
15-18	35.99	
15-19	4,208.00	
15-20	2,493.00	
15-21	183.77	
15-22	124.00	
15-23	6,240.00	
15-24	486.60	
15-25	6,348.79	
15-26	2,111.30	
15-27	2,191.01	
15-28	1,866.00	
15-29	1,123.00	
15-30	217.00	
15-31	124.00	
15-32	5,665.20	
15-33	1,216.00	
15-34	124.00	
15-35	2,309.45	
15-36	2,077.01	
15-37	7,565.88	Includes \$5,277.50 for Automated Logic
15-38	6,371.00	Includes \$5,875 for sidewalk replacement
15-39	1,385.14	Includes \$299.75 for Automated Logic
15-40	151.90	
15-41	7,502.50	Automated Logic

100,108.70

13,029.75 Automated Logic Web Control Software

5,875.00 Concrete Replacement

81,203.95

Journal Entry Register

Property=08717 AND mm/yy=07/2014-09/2015

Control	Batch #	Reference	Book	Date	Period	Notes	Property	Account	Account Name	Debit	Credit	Remarks
J-477568	315991	FUND	Both	08/22/2014	08/2014	:PostRecurring FUNDING REQUESTS 15-1, 2, 3, 4	08717	10240000	Cash-Operating Account	217	0	OWNER ADV MA00435521 15-1
							08717	31250000	Owner Advance	0	217	OWNER ADV MA00435521 15-1
							08717	10240000	Cash-Operating Account	124	0	OWNER ADV MA00435529 15-2
							08717	31250000	Owner Advance	0	124	OWNER ADV MA00435529 15-2
							08717	10240000	Cash-Operating Account	2,000.00	0	OWNER ADV MA00435529 15-3
							08717	31250000	Owner Advance	0	2,000.00	OWNER ADV MA00435529 15-3
							08717	10240000	Cash-Operating Account	62	0	OWNER ADV MA00436473 15-4
							08717	31250000	Owner Advance	0	62	OWNER ADV MA00436473 15-4
J-481004	318742	FUND	Both	09/09/2014	09/2014	:PostRecurring FUNDING REQUESTS 15-5	08717	10240000	Cash-Operating Account	124	0	OWNER ADV MA00435521 15-5
							08717	31250000	Owner Advance	0	124	OWNER ADV MA00435521 15-5
J-485348	322308	FUND	Both	09/29/2014	09/2014	:PostRecurring FUNDING REQUESTS 15-6 and Deposit meant for W/E	08717	10240000	Cash-Operating Account	93	0	OWNER ADV MA00435521 15-6
							08717	31250000	Owner Advance	0	93	OWNER ADV MA00435521 15-6
J-487119	323662		Both	10/13/2014	10/2014	FUNDING 15-7PDES AND FUNDING ERROR TO WRONG PROP.	08717	31250000	Owner Advance	0	396.31	OWN ADV FUNDING 15-7 PDES
							08717	10240000	Cash-Operating Account	396.31	0	OWN ADV FUNDING 15-7 PDES
J-487128	323672		Both	10/13/2014	10/2014	OWN ADV FUNDING 15-8PDES	08717	31250000	Owner Advance	0	18,900.43	OWN ADV FUNDING 15-8PDES
							08717	10240000	Cash-Operating Account	18,900.43	0	OWN ADV FUNDING 15-8PDES
J-488512	324696	FUND	Both	10/21/2014	10/2014	:PostRecurring FUNDING REQUESTS 15-9	08717	10240000	Cash-Operating Account	2,000.00	0	OWNER ADV MA00455746 15-9
							08717	31250000	Owner Advance	0	2,000.00	OWNER ADV MA00455746 15-9
J-490441	326368	FUND	Both	10/30/2014	10/2014	:PostRecurring 10/30/14 OWNER ADV 15-10/ 11 ACCT	08717	10240000	Cash-Operating Account	1,216.50	0	OWNER ADV 15-10 ACCT
							08717	31250000	Owner Advance	0	1,216.50	OWNER ADV 15-10 ACCT
							08717	10240000	Cash-Operating Account	631.83	0	OWNER ADV 15-11 ACCT
							08717	31250000	Owner Advance	0	631.83	OWNER ADV 15-11 ACCT
J-492715	328108	FUND	Both	11/06/2014	11/2014	:PostRecurring 11/6/14 OWNER ADV 15-12 PDES	08717	10240000	Cash-Operating Account	2,000.00	0	OWNER ADV 15-12 PDES
							08717	31250000	Owner Advance	0	2,000.00	OWNER ADV 15-12 PDES
J-494097	329186	FUND	Both	11/20/2014	11/2014	:PostRecurring 11/20/14 OWNER ADV 15-13 PDES	08717	10240000	Cash-Operating Account	155	0	OWNER ADV 15-13 PDES
							08717	31250000	Owner Advance	0	155	OWNER ADV 15-16 PDES
J-495698	330482	FUND	Both	11/26/2014	11/2014	:PostRecurring 11/26/14 OWNER ADV 15-14 PDES	08717	10240000	Cash-Operating Account	1,051.09	0	OWNER ADV 15-14 PDES
							08717	31250000	Owner Advance	0	1,051.09	OWNER ADV 15-14 PDES
J-499700	333585	FUND	Both	12/18/2014	12/2014	:PostRecurring 12/18/14 OWNER ADV 15-15 & 15-16 PDES	08717	10240000	Cash-Operating Account	2,000.00	0	OWNER ADV 15-15 PDES
							08717	31250000	Owner Advance	0	2,000.00	OWNER ADV 15-15 PDES
							08717	10240000	Cash-Operating Account	2,339.00	0	OWNER ADV 15-16 PDES
							08717	31250000	Owner Advance	0	2,339.00	OWNER ADV 15-16 PDES
J-501289	334898	FUND	Both	01/05/2015	01/2015	:PostRecurring 1/5/15 OWNER ADV 15-18 PDES	08717	10240000	Cash-Operating Account	35.99	0	OWNER ADV 15-18 PDES
							08717	31250000	Owner Advance	0	35.99	OWNER ADV 15-18 PDES
J-502327	335727	FUND	Both	12/31/2014	12/2014	:PostRecurring 12/22/14 OWNER ADV 15-18 PDES	08717	10240000	Cash-Operating Account	4,678.00	0	OWNER ADV 15-17 PDES
							08717	31250000	Owner Advance	0	4,678.00	OWNER ADV 15-18 PDES
J-504228	337099	FUND	Both	01/09/2015	01/2015	:PostRecurring 1/9/15 OWNER ADV 15-19 PDES	08717	10240000	Cash-Operating Account	4,208.00	0	OWNER ADV 15-19 PDES
							08717	31250000	Owner Advance	0	4,208.00	OWNER ADV 15-19 PDES
J-508822	339541	FUND	Both	01/29/2015	01/2015	:PostRecurring 1/23/15 OWNER ADV 15-20 PDES	08717	10240000	Cash-Operating Account	2,493.00	0	OWNER ADV 15-20 PDES
							08717	31250000	Owner Advance	0	2,493.00	OWNER ADV 15-20 PDES
J-509890	340228	FUND	Both	01/31/2015	01/2015	:PostRecurring 1/30/15 OWNER ADV 15-21 & 15-22 PDES	08717	10240000	Cash-Operating Account	183.77	0	OWNER ADV 15-21 PDES
							08717	31250000	Owner Advance	0	183.77	OWNER ADV 15-21 PDES
							08717	10240000	Cash-Operating Account	124	0	OWNER ADV 15-22 PDES
							08717	31250000	Owner Advance	0	124	OWNER ADV 15-22 PDES
J-515273	343794	FUND	Both	02/20/2015	02/2015	:PostRecurring 2/20/15 OWNER ADV 15-23 & 15-24 PDES	08717	10240000	Cash-Operating Account	6,240.00	0	OWNER ADV 15-23 PDES
							08717	31250000	Owner Advance	0	6,240.00	OWNER ADV 15-23 PDES
							08717	10240000	Cash-Operating Account	486.6	0	OWNER ADV 15-24 PDES
							08717	31250000	Owner Advance	0	486.6	OWNER ADV 15-24 PDES
J-519827	346677	FUNDING	Both	03/04/2015	03/2015	:PostRecurring 3/04/15 OWNER ADV 15-25 PDES	08717	10240000	Cash-Operating Account	6,348.79	0	OWNER ADV 15-25 PDES

J-522751	348896	FUNDING	Both	03/11/2015	03/2015	:PostRecurring 3/11/15 OWNER ADV 15-26 PDES	08717	31250000	Owner Advance	0	6,348.79	OWNER ADV 15-25 PDES
							08717	10240000	Cash-Operating Account	2,111.30	0	OWNER ADV 15-26 PDES
J-528817	353507	FUNDING	Both	04/09/2015	04/2015	:PostRecurring 4/9/15 OWNER ADV 15-28 PDES	08717	31250000	Owner Advance	0	2,111.30	OWNER ADV 15-26 PDES
							08717	10240000	Cash-Operating Account	1,866.00	0	OWNER ADV 15-28 PDES
J-528819	353508	FUNDING	Both	04/22/2015	04/2015	:PostRecurring 4/22/15 OWNER ADV 15-29 PDES	08717	31250000	Owner Advance	0	1,866.00	OWNER ADV 15-28 PDES
							08717	10240000	Cash-Operating Account	1,123.00	0	OWNER ADV 15-29 PDES
J-532348	356212	FUNDING	Both	05/07/2015	05/2015	:PostRecurring 5/7/15 OWNER ADV 15-30, 15-31 PDES	08717	31250000	Owner Advance	0	1,123.00	OWNER ADV 15-29 PDES
							08717	10240000	Cash-Operating Account	217	0	OWNER ADV 15-30 PDES
							08717	31250000	Owner Advance	0	217	OWNER ADV 15-30 PDES
							08717	10240000	Cash-Operating Account	124	0	OWNER ADV 15-31 PDES
							08717	31250000	Owner Advance	0	124	OWNER ADV 15-31 PDES
J-534708	357826	FUNDING	Both	05/18/2015	05/2015	:PostRecurring 5/18/15 OWNER ADV 15-27	08717	10240000	Cash-Operating Account	2,191.01	0	OWNER ADV 15-27 PDES
							08717	31250000	Owner Advance	0	2,191.01	OWNER ADV 15-27 PDES
J-535524	358384	FUNDING	Both	05/22/2015	05/2015	:PostRecurring 5/22/15 OWNER ADV 15-32, 15-33	08717	10240000	Cash-Operating Account	5,665.20	0	OWNER ADV 15-32 PDES
							08717	31250000	Owner Advance	0	5,665.20	OWNER ADV 15-32 PDES
							08717	10240000	Cash-Operating Account	1,216.00	0	OWNER ADV 15-33 PDES
							08717	31250000	Owner Advance	0	1,216.00	OWNER ADV 15-33 PDES
J-536286	359013	FUNDING	Both	05/29/2015	05/2015	:PostRecurring 5/29/15 OWNER ADV 15-34	08717	10240000	Cash-Operating Account	124	0	OWNER ADV 15-34 PDES
							08717	31250000	Owner Advance	0	124	OWNER ADV 15-34 PDES
J-537571	359991	FUNDING	Both	06/03/2015	06/2015	:PostRecurring 6/03/15 OWNER ADV 15-35	08717	10240000	Cash-Operating Account	2,309.45	0	OWNER ADV 15-35 PDES
							08717	31250000	Owner Advance	0	2,309.45	OWNER ADV 15-35 PDES
J-540162	361854	FUNDING	Both	06/12/2015	06/2015	:PostRecurring 6/12/15 OWNER ADV 15-36	08717	10240000	Cash-Operating Account	2,077.01	0	OWNER ADV 15-36 PDES
							08717	31250000	Owner Advance	0	2,077.01	OWNER ADV 15-36 PDES
J-543427	364509	FUNDING	Both	07/06/2015	07/2015	:PostRecurring 7/6/15 OWNER ADV 15-37	08717	10240000	Cash-Operating Account	7,565.88	0	OWNER ADV 15-37 PDES
							08717	31250000	Owner Advance	0	7,565.88	OWNER ADV 15-37 PDES
J-546683	366972	FUNDING	Both	07/17/2015	07/2015	:PostRecurring 7/17/15 OWNER ADV 15-38, 15-39	08717	10240000	Cash-Operating Account	6,371.00	0	OWNER ADV 15-38 PDES
							08717	31250000	Owner Advance	0	6,371.00	OWNER ADV 15-38 PDES
							08717	10240000	Cash-Operating Account	1,385.14	0	OWNER ADV 15-39 PDES
							08717	31250000	Owner Advance	0	1,385.14	OWNER ADV 15-39 PDES
J-547473	367632	FUNDING	Both	07/23/2015	07/2015	:PostRecurring 7/23/15 OWNER ADV 15-40	08717	10240000	Cash-Operating Account	151.9	0	OWNER ADV 15-40 PDES
							08717	31250000	Owner Advance	0	151.9	OWNER ADV 15-40 PDES
J-558456	376216	FUNDING	Both	09/18/2015	09/2015	:PostRecurring 9/18/15 OWNER ADV 15-41	08717	10240000	Cash-Operating Account	7,502.50	0	OWNER ADV 15-41 PDES
							08717	31250000	Owner Advance	0	7,502.50	OWNER ADV 15-41 PDES

100,108.70 100,108.70

STATE OF MINNESOTA
AMENDMENT OF LEASE

Amendment No. 6 to

Lease No. 11800-A

THIS AMENDMENT No. 6 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as LESSOR, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, LESSOR and LESSEE entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

<u>Improvement Type</u>	<u>Square Footage</u>
Main Driver Vehicle Facility ("Facility")	6,130
Shed	179
Roads	232,681
Parking Lots	51,003

WHEREAS, LESSOR and LESSEE parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for a period of one (1) year, commencing July 1, 2017 and continuing through June 30, 2018 ("Renewal Term"), at the same terms and conditions as set forth in the Lease except as otherwise provided herein.
2. **RENT FOR FISCAL YEAR 2016**
 - 2.1 In accordance with Section 4.2 of the Lease, LESSOR and LESSEE hereby agree that the rent for FY 16 shall continue at the same monthly rate as paid for FY 15. Therefore, LESSEE shall pay LESSOR in accordance with the rent schedule set forth below:

LEASE PERIOD		SPACE TYPE	SQUARE FEET	RATE PER SQ. FT. (rounded)	MONTHLY PAYMENT	RENT FOR LEASE PERIOD
7/1/16	- 6/30/18	Office	6,130	\$2.01	\$ 1,026.78	\$ 24,642.72
		Grounds	283,684	\$0.11	\$ 2,600.44	\$ 62,410.56
		Admin. Fee			\$ 2,060.00	\$ 49,440.00
					\$ 5,687.22	\$ 136,493.28

- 2.2 LESSOR and LESSEE hereby agree that the rent for the period July 1, 2017 and continuing through June 30, 2018 is subject to adjustment in accordance with Section 4 of the Lease.
3. **2016 RENT ADJUSTMENT** LESSOR and LESSEE hereby agree that for the period July 1, 2016 and continuing through June 30, 2017 ("FY17"), the rent adjustment is calculated as follows:
- 3.1 The total rent due for FY 17 is the sum of \$68,246.64. LESSEE has made actual rent payments to LESSOR for the period July 1, 2016 through January 31, 2017 in the amount of \$39,810.54 leaving a balance remaining of \$28,438.10; and
- 3.2 LESSEE is due a credit for an overpayment in FY15 in the amount of \$13,000.00. Said Rent Credit shall be applied to the FY17 rent payments leaving a balance due in the amount of \$15,438.10 for the period February – June 2017, which shall be paid in equal monthly payments of \$3,087.22.
4. **REMODELING**
- 4.1 Landlord shall provide labor and materials to recarpet the Leased Premises, per Exhibit A attached hereto and incorporated herein.
- 4.2 Tenant agrees to pay Landlord a lump sum payment based on the actual costs not to exceed forty-seven thousand eight hundred eighty and no/100 dollars (\$47,880.00) upon satisfactory completion of said work and within thirty (30) days following receipt of a detailed invoice of the actual costs from Landlord.
5. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes
Real Estate and Construction Services
Date 4/12/17

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes
Real Estate and Construction Services
Date 4/12/17

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Scott L. Z.
Title Metro District Engineer
Date 4/12/17

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Larry Freund
Title CFO
Date 4/12/17

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

By ASL
Date 11 April 2017
Contract No. 28744

Wednesday, January 04, 2017

Sue Kamrath
Cushman & Wakefield
3500 American Blvd. Suite 200

**THE
BAINEY
GROUP
INC.**

CONSTRUCTION SERVICES

14700 28th Ave. N. #30
Plymouth, MN 55447

www.bainey.com
763.557.6911
763.557.7204

RE:: Plymouth Drivers Exam Center Interior Carpet work

Dear Sue:

We are pleased to provide you with the following preliminary proposal for providing construction services at 2455 Fernbrook Lane North in Plymouth. This proposal is based on the onsite observations, and discussions with you and our prospective vendors. If you have any questions pertaining to the following proposal please me to discuss.

The following represents an outline of the scope of work included in our proposal:

Design:

- The owner, using a design and engineering firms, will provide architectural, structural and civil drawings needed for permitting/construction. The Bainey Group and their vendors will provide mechanical, plumbing, and electrical design and engineering on a design/build basis.

Scope of work:

- All required supervision, labor, clean up, material, insurance, taxes, permits, and licenses as typically required in the General Conditions.
- Final cleaning of the space (including: dusting, washing interior windows, vacuuming, etc)
- Move Furniture as needed for carpet replacement.
- Furnish and install a heavy duty carpet tile at all carpet areas. Spec is Patcraft Prado Color Sapphire.
- Furnish and install vinyl base.
- Remove existing carpet and provide floor prep needed.
- Move furniture as needed in VCT areas.
- Remove existing VCT, prep floor to receive new finishes.
- Furnish and install new VCT with vinyl base at all existing VCT areas.
- Provide anti-fatigue carpet tile behind the counters at (2) areas.
- Off hours and phasing included.

Lump Sum Total: We proposed to do the above work for \$ 47,880.00

Clarifications:

- We have not included any low voltage wiring, adjusting or removal/demolition, which includes but is not limited to: phone, data, fire alarm, security system, card readers, etc unless specifically noted above in this proposal. We assume that this will be handled directly by the Owner/Tenant's vendor.
- We have not included any special fire protection or ratings that may be necessary for tenant's special use or existing building/city requirements.

EXHIBIT A

1 | Page
1 / 4 / 2 0 1 7

Built as if it were our own...®

- We assume that the drawings meet federal, state, and local codes and ordinances particularly relative to occupancies, parking requirements, toilet rooms, exits, etc. This budget estimate and final cost is subject to change in scope of work cost pending final approval by the City of Plymouth; additional required items not shown or stated within this estimate will incur additional costs at that time.
- Final clean up is figured only for the area where work scope of work occurred.
- We have not figured any payment or performance bonds for the project.
- No liquidated damages have been discussed or figured in our proposal. If liquidated damages need to be included in the contract we reserve the right to revise our proposal/pricing with the owner and subcontractors to account for the added risk/penalties.
- All work has been figured for normal business hours unless specifically stated above.
- We have included the cost of a standard building permit, but **NOT included the cost of SAC & WAC charges, Park dedication fees or other charges any governmental agencies may require.**
- **Due to the fact that a majority of the work included in this estimate is from verbalization of requirements along with discrepancies on the drawings the above scope of work takes precedence.**
- The Bainey Group is a merit shop contractor that works with all labor forces and does not discriminate against those who may or may not have labor affiliations. On any of our projects, we expect that all qualified labor forces work together regardless of affiliation.
- We do not remove, transport, or dispose of any hazardous waste materials.
 - This written proposal has been created by The Bainey Group, Inc and is intended for the sole use of the individual and entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any unauthorized review, use, disclosure or distribution of this proposal is prohibited. Thank you.

We appreciate having the opportunity to provide you with our proposal. If you have any questions or if we can be of further assistance, please call us at 763-231-8182.

Sincerely,

Jeff Heiskari
 Sr. Project Manager
 The Bainey Group, Inc.

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 7 to

Lease No. 11800-A

THIS AMENDMENT No. 7 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as Landlord (formerly known as Lessor), acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant (formerly known as Lessee), acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, Landlord and Tenant entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

<u>Improvement Type</u>	<u>Square Footage</u>
Main Driver Vehicle Facility ("Facility")	6,130
Shed	179
Roads	232,681
Parking Lots	51,003

WHEREAS, Landlord and Tenant parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **RENT FOR FISCAL YEAR 2018** Landlord and Tenant hereby agree that Tenant shall pay Landlord in accordance with the rent schedule set forth below:

<u>LEASE PERIOD</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
7/1/17 - 6/30/18	\$ 6,000.00	\$ 72,000.00

2. **2017 RECONCILIATION** Landlord and Tenant hereby agree that for the period July 1, 2016 and continuing through June 30, 2017 ("FY17"), the rent adjustment is calculated as follows:

- 2.1 **Actual Rent Payments** Landlord and Tenant hereby agree that Tenant paid Landlord rent for the period July 1, 2016 through June 30, 2017 the amount of \$68,246.64.
- 2.2 **Actual Operating Expenses** Landlord and Tenant hereby agree that the actual operating expenses for FY17 are \$97,657.98 as set forth on the attached Exhibit A.
- 2.3 **Additional Rent Due to DOT** Landlord and Tenant hereby agree that Tenant under paid for operating costs for FY 17 in the amount of \$29,411.32 ("Underpayment"). Landlord and Tenant hereby agree to wait to see the actual operating costs for FY 18 and then reconcile the amounts due for FY 17 and 18 at that time.

3. **TENANT'S ALTERATIONS**

- 3.1 **Deletion** Section 6 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Sections 3.2 and 3.3.
- 3.2 **Replacement** In the event Tenant desires to remodel, make alterations, additions and/or changes (hereinafter, "Alterations") to the Leased Premises, and it is determined that such Alterations are at Tenant's expense, Tenant shall not make such Alterations without the advance written consent of Landlord, which Landlord shall not unreasonably withhold. Alterations shall be approved by and arranged through Landlord as follows:
 - a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.
 - b. Alterations shall be documented and authorized in advance, as follows:
 - (i) Alterations totaling \$2,500.00 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
 - (ii) Alterations totaling \$2,500.01 through \$8,000.00 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
 - (iii) Alterations totaling \$8,000.01 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

- 3.3 Upon completion of said Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.
4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

ATTACHMENT

Exhibit A – 2017 Operating Cost Billings

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

Landlord:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF TRANSPORTATION

By Susan T. Estes
Real Estate and Construction Services

Date 10/6/17

Tenant:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF PUBLIC SAFETY

By Susan T. Estes
Real Estate and Construction Services

Date 10/6/17

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By M. O'Keefe

Title Metro District, Director Prog Delivery

Date 10/6/17

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Larry Freund

Title CFO

Date 10/2/17

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

By Ali Sidi

Date 2 Oct 2017

SWIFT P.O. 3000 48815

Contract No. 128068

FY 17

		Monthly Mgmt Fee	Monthly Reimbursable Expenses	Capital Improvements	TOTALS
CONTRACT # 111993	Total Contract Amount	\$ 131,242.00	\$ 240,641.00		\$ 371,883.00
Invoice 17-01	8/16/2016 Billed this Invoice	\$ 2,122.00	\$ 278.00		\$ 2,400.00
Invoice 17-02	9/27/2016 Billed this Invoice	\$ 2,122.00	\$ 2,512.70		\$ 4,634.70
Invoice 17-03	10/21/2016 Billed this invoice	\$ 2,122.00	\$ 203.50		\$ 2,325.50
Invoice 17-04	11/11/2016 Billed this invoice	\$ 2,122.00	\$ 1,400.19		\$ 3,522.19
Invoice 17-05	REJECTED	\$ -	\$ -		\$ -
Invoice 17-06	12/19/2016 Billed this invoice	\$ 2,122.00	\$ 1,596.36		\$ 3,718.36
Invoice 17-07	1/17/2017 Billed this invoice	\$ -	\$ 16,848.10		\$ 16,848.10
Invoice 17-08	2/3/2017 Billed this invoice	\$ 2,122.00	\$ 13,987.30		\$ 16,109.30
Invoice 17-09	2/16/2017 Billed this invoice	\$ 2,122.00	\$ 2,461.30		\$ 4,583.30
Invoice 17-10	3/17/2017 Billed this invoice	\$ 2,122.00	\$ 9,992.10		\$ 12,114.10
Invoice 17-11	4/7/2017 Billed this invoice	\$ 2,122.00	\$ 11,921.87		\$ 14,043.87
Invoice 17-12	5/11/2017 Billed this invoice	\$ -	\$ 701.85		\$ 701.85
Invoice 17-13	5/22/2017 Billed this invoice	\$ 2,122.00	\$ 2,960.30	\$ 22,743.00	\$ 27,825.30
Invoice 17-14	7/17/2017 Billed this invoice	\$ 2,122.00	\$ 6,908.41	\$ 25,137.00	\$ 34,167.41
Invoice 17-15	7/27/2017 Billed this invoice	\$ 2,122.00	\$ 422.00		\$ 2,544.00

Total Billing to Date	\$ 25,464.00	\$ 72,193.98	\$ 47,880.00	\$ 145,537.98
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\$97,657.98

PAID Lump Sum by DPS

Exhibit A

Handwritten notes or scribbles in the center of the page.

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 8 to

Lease No. 11800-A

THIS AMENDMENT No. 8 to Lease No. 11800-A by and between the State of Minnesota, Department of Administration, hereinafter referred to as Landlord (formerly known as Lessor), acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant (formerly known as Lessee), acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, Landlord and Tenant entered into Lease No. 11800-A, dated August 15, 2011, involving the lease of approximately 17.9 acres with a street address of 2455 Fernbrook Lane, Plymouth, MN; comprised of the following:

<u>Improvement Type</u>	<u>Square Footage</u>
Main Driver Vehicle Facility ("Facility")	6,130
Shed	179
Roads	232,681
Parking Lots	51,003

WHEREAS, Landlord and Tenant parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11800-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for an additional term of two (2) years, commencing July 1, 2018 and continuing through June 30, 2020, ("Renewal Term") at the same terms and conditions as set forth in the Lease, except as provided for herein.
2. **RENT** Subject to rent adjustment as set forth in Sections 4.2 and 4.3 of the Lease, Tenant shall pay Landlord for the Renewal Term according to the following rent schedule:

<u>LEASE PERIOD</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
7/1/18 - 6/30/20	\$ 6,000.00	\$ 144,000.00

3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below Intending to be bound thereby.

Landlord:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF TRANSPORTATION

By Susant Estes
Real Estate and Construction Services

Date 3/6/18

Tenant:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the
DEPARTMENT OF PUBLIC SAFETY

By Susant Estes
Real Estate and Construction Services

Date 3/6/18

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Scott Z

Title District Engineer

Date 3/02/18

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Sam Freund

Title CFO

Date 2/22/18

STATE ENCUMBRANCE VERIFICATION

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

By ASL

Date 1 FEB 2018

SWIFT P.O. FY19

Contract No. 128068

STATE OF MINNESOTA INTERAGENCY AGREEMENT

Project Identification: Procurement of Hardware and Software for ARMER

THIS AGREEMENT is made and entered into by and between the Commissioner of Transportation, hereinafter referred to as "Mn/DOT," and the Commissioner of Department of Public Safety acting on behalf of the Emergency Communication Networks [ECN], hereinafter referred to as "DPS."

WHEREAS, a Statewide Public Safety Radio and Communication plan, (hereinafter referred to as the "Plan") has been developed and adopted in accordance with Minnesota Statutes § 403.36, subdivision 2, providing for the construction, ownership and operation of a statewide emergency communication system (hereinafter referred to as the "System" or "ARMER"); and

WHEREAS, pursuant to Minnesota Statutes § 403.36 the Statewide Emergency Communications Board, comprised of representatives from Mn/DOT, DPS, and local political subdivisions, (hereinafter referred to as the "Board") has overall responsibility for the Plan and for assuring that generally accepted project management techniques are utilized for each phase of the Plan implementation; and

WHEREAS, pursuant to Minnesota Statutes § 403.37 the Board is responsible for oversight of Plan implementation and for establishing and enforcing performance and operational standards for the System; and

WHEREAS, DPS is directed by Minnesota Statutes § 403.36, subdivision 1(e), to implement the Plan and to contract with Mn/DOT to construct, own, operate, maintain and enhance the elements of the backbone system defined in the Plan; and

WHEREAS, Mn/DOT is directed by Minnesota Statutes § 403.36, subdivision 1(e), to contract for, or procure by purchase or lease (including joint purchases and lease agreements), construction, installation of materials, supplies and equipment, and other services as may be needed to build, operate and maintain the system backbone of the statewide public safety radio and communication system; and

WHEREAS, the Board, Mn/DOT and DPS conducted a strategic planning session and determined the System is a substantial investment for the future and should be upgraded and maintained regularly;

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, the parties mutually agree hereby as follows:

Agreement

1 Term of Agreement

1.1 **Effective Date.** This Agreement will be effective on the date signed by all necessary State officials, as required by Minnesota Statutes §16C.05, subdivision 2.

1.2 **Expiration Date.** This Agreement will expire five (5) years from the date it is effective.

2 Scope of Work

The 2015 legislature approved renewing an existing contract with Motorola, the current provider, to provide a five-year software upgrade package that includes 7.15 and 7.19 to the existing System. Motorola made a proposal (hereinafter referred to as "SUA2Plus") that will reduce the cost if Mn/DOT executes the proposal. SUA2Plus will result in a twenty percent (20%) decrease for software upgrades, the 7.19 hardware, and the technical services of Motorola to perform migration for any local political subdivisions participating in the Plan.

SUA2 is conditional upon:

- Mn/DOT entering into a new five-year contract with Motorola for the State and political

- subdivisions' portions of the 7.19 hardware and software upgrades;
- Mn/DOT executing the new contract by December 31, 2015; and
- Mn/DOT charging political subdivisions for the hardware and software annually, i.e. once a year, during the term of the new contract.

SUA2Plus pricing is comprised of:

• SUA2	\$17,924,909.00
• Technical Services	4,571,264.00
• Mn/DOT Hardware Purchase	5,751,226.85
• Political Subdivision (Local) Hardware Purchase	19,215,881.00
• Political Subdivision (Local) Installation Services	<u>2,867,381.24</u>
TOTAL	<u>\$50,330,662.09</u>

3 Consideration and Payment

3.1 In consideration of Mn/DOT executing a five-year contract with Motorola consistent with the proposal provisions outlined in SUA2Plus, DPS will reimburse Mn/DOT an amount not to exceed **Fifteen Million, Three Hundred Fifty Nine Thousand, One Hundred Sixty Seven and 35/100 Dollars (\$15,359,167.35)** representing the following:

• 100% of the Mn/DOT hardware purchase	\$ 5,751,226.85
• 50% of the Political Subdivision hardware purchase	<u>9,607,940.50</u>
Total Reimbursement	<u>\$15,359,167.35</u>

3.2 Mn/DOT will create and enter ten (10) invoices in SWIFT, consistent with the following schedule, no later than the tenth calendar day of the following months:

	January	July
• Calendar year 2016	\$1,991,679.02	\$1,080,154.45
• Calendar year 2017	\$1,991,679.02	\$1,080,154.45
• Calendar year 2018	\$1,991,679.02	\$1,080,154.45
• Calendar year 2019	\$1,991,679.02	\$1,080,154.45
• Calendar year 2020	\$1,991,679.02	\$1,080,154.45

3.3 The total obligation of DPS for all consideration and reimbursements to Mn/DOT under this Agreement will not exceed **Fifteen Million, Three Hundred Fifty Nine Thousand, One Hundred Sixty Seven and 35/100 Dollars (\$15,359,167.35)**.

4 Conditions of Payment

4.1 All services provided by Mn/DOT under this Agreement must be performed to the satisfaction of DPS as determined at the sole and reasonable discretion of the DPS Authorized Representative.

5 Authorized Representatives

5.1 Mn/DOT's Authorized Representative will be:

Name: Mr. Mukhtar Thakur, P.E. (or his successor)
 Title: Director, MnDOT Office of Statewide Radio Communications
 Address: 1500 W. County Road B2; MS 730;
 Roseville, MN 55113
 Telephone: (651) 234-7962
 E-Mail: Mukhtar.thakur@state.mn.us

5.2 DPS's Authorized Representative will be:

Name: Jackie Mines (or her successor)
 Title: Director, Emergency Communication Networks
 Address: Department of Public Safety; Emergency Communication Networks
 445 Minnesota Street
 Saint Paul, MN 55101
 Telephone: 651.201.7550
 E-Mail: Jackie.mines@state.mn.us

6 Amendments

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

7 Liability

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

8 Termination

8.1 Either party may terminate this Agreement at any time, with or without cause, upon 60 days written or e-mail notice to the other party.

**DEPARTMENT OF PUBLIC SAFETY
ENCUMBRANCE VERIFICATION**

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

Signed: *Sam Jerns*

Date: 12/22/15

SWIFT Purchase Order Number: 300038412

Mn/DOT

By: *Robert Khan*
(with delegated authority)

Title: Assistant Commissioner – State Aid

Date: 12/21/15

**DEPARTMENT OF PUBLIC SAFETY;
EMERGENCY COMMUNICATION NETWORKS**

By: *Jacqueline Morris*

Title: Director

Date: 12/22/15

Mn/DOT CONTRACT MANAGEMENT

By: *[Signature]*

Date: Dec 21, 2015

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Federal Project Number: N/A
 State Project Number (S.P.): 8816-2038
 Trunk Highway Number (T.H.): I-35E, I-35W, I-394
 Project Identification: MnPASS Enforcement Team

This Agreement is between the Minnesota Department of Transportation ("Mn/DOT") and the Minnesota Department of Public Safety, acting through the Minnesota State Patrol ("MSP").

Agreement

1 Term of Agreement

- 1.1 **Effective Date:** This Agreement will be effective on the date signed by all necessary State officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on August 31, 2018.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this Agreement.

2 Scope of Work

- 2.1 The structure of the MnPASS Enforcement Team includes the following:
- 2.1.1 Four Minnesota State Patrol Troopers (FTE)
 One Minnesota State Patrol Station Sergeant (FTE)
 One Minnesota State Patrol Lieutenant (FTE)
- 2.1.2 The six members of the Minnesota State Patrol will be assigned to a fulltime MnPASS Enforcement Team. The Team will work Monday thru Friday (day or afternoon shift; 40-hour work week) defined as follows:
- Day shift: 5:00am – 1:00pm
 Afternoon shift: 1:00pm – 9:00pm
- 2.1.3 MSP will provide enforcement services for MnPASS High Occupancy Toll (HOT) lanes during hours of operations. The hours of operation for enforcement of the MnPASS lanes are as follows:
- I-35E 6:00am - 10:00am, 3:00pm – 7:00pm
 I-35W 6:00am - 10:00am, 3:00pm – 7:00pm
 I-394 6:00am - 10:00am, 2:00pm – 7:00pm
- 2.1.4 MSP is not required to provide enforcement on holidays and is not required to cover positions with overtime to cover for other staff on sick or vacation time.
- 2.2 MnDOT fiscal obligations include the following:
- 2.2.1 Academy training costs:
- 2.2.1.1 Hiring Process (testing costs, medical evaluation, psych evaluation, etc.)
 2.2.1.2 Wages, benefits and comp time during the academy
 2.2.1.3 Housing, meals and rental costs at Camp Ripley
- 2.2.2 FTE compensation and benefits of: one Lieutenant, one Station Sergeant and four Troopers
- Regular salaries compensation and overtime as needed.
 - Includes pay for sick, vacation and holiday, with the exclusion of severance for these six designated employees
- 2.2.3 Initial squad vehicle purchases of two per fiscal year beginning in January 2016. MSP will identify current squad vehicles in their fleet to utilize prior to the next new squad vehicles to be purchased. Other squad vehicle related items:
- 2.2.3.1 Squad vehicle replacement, which will be communicated between MnDOT and MSP to occur at reasonable/average intervals based on mileage, appearance and acceptable

- operation/maintenance costs.
 - 2.2.3.2 Squad vehicle build expenses.
 - 2.2.3.3 Annual squad vehicle maintenance and fuel expenses
 - 2.2.3.4 Replacement of non-functioning, lost, damaged or stolen equipment (to include squad vehicles).
 - 2.2.3.5 MnDOT to recoup/recover the sale price of squad vehicles which MnDOT purchased
 - 2.2.3.6 Any MnPASS related repairs to squad vehicle equipment
 - 2.2.4 Uniforms and equipment (following MSP issuance policy) for the six FTE positions
 - 2.2.5 Overtime expenses. Including but not limited to:
 - 2.2.5.1 Court Appearances
 - 2.2.5.2 Training
 - 2.2.5.3 Shift Extensions (for various reasons/circumstances)
 - 2.2.6 Air card and smart phone monthly service
 - 2.2.7 Freeway pay for all six Team members
- 2.3 MnPASS Enforcement Team obligations outside of dedicated MnPASS hours include but are not limited to:
- 2.3.1 Maintain safe roadways in and around the MnPASS lanes
 - 2.3.2 Complete reports, activity logs, self-time entry, and statistical data
 - 2.3.3 Attend meetings and informational sessions
 - 2.3.4 Maintain squad vehicles
 - 2.3.5 Complete administrative duties
 - 2.3.6 Complete POST required training
 - 2.3.7 Appear and testify at court when required
 - 2.3.8 Provide MnPASS training for other troopers
 - 2.3.9 Set up enforcement detail, saturations and events for future shifts
 - 2.3.10 Provide enforcement saturations as coordinated between MnDOT and MSP
- 2.4 MSP obligations include the following:
- 2.4.1 Ensure a fully operational Team of one Lieutenant, one Station Sergeant, four Troopers and backfill any vacated positions.
 - 2.4.2 Accept liability with all fulltime employees working on this project.
 - 2.4.3 Ensure all Minnesota State Patrol Troopers participating in this program are Peace Officers Standards and Training Board (POST) licensed as provided by Minnesota law.
 - 2.4.3.1 MSP will provide required annual training.
 - 2.4.3.2 MSP will provide any POST-required education.
 - 2.4.3.3 MSP will administer the selection and management of the Minnesota State Patrol Troopers working within this agreement.
 - 2.4.3.4 Exhibit A is the current MSP issuance policy. MnDOT must be provided an updated copy when it changes.
 - 2.4.4 Ensure all Minnesota State Patrol Troopers participating in this program work proactively in and around dedicated MnPASS lanes.
 - 2.4.5 Review enforcement activity to ensure best practices and work efficiency.
 - 2.4.6 Participate in public information and media efforts with Mn/DOT's Enforcement Coordinator as needed.
 - 2.4.7 Ensure law enforcement officers providing services under this Agreement are employees of the Minnesota State Patrol.
- 2.5 Other MSP obligations include:
- 2.5.1 Metro office space and parking to be determined by MSP
 - 2.5.2 Captain and Central Headquarters involvement (salary)
 - 2.5.3 Lieutenant on-call pay (one day per week)
 - 2.5.4 Manage administrative duties, payroll, scheduling, etc.

- 2.5.5 Severance for MnPASS Enforcement Team staff
- 2.5.6 One Radio Communication Operator

3 Consideration and Payment

3.1 Compensation for this Agreement applies to enforcement services provided for the HOT lanes during the following weekday hours:

- Day shift: 5:00 am – 1:00 pm
- Afternoon shift: 1:00 pm – 9:00 pm

Plus any special enforcement saturations agreed upon by MSP and MnDOT.

- 3.2 MSP will not bill MnDOT for expenses in Exhibit B, Part 1. Costs incurred will be charged directly to MnDOT's budget under the Interagency Request for State Employee Services, Exhibit C. MSP will provide a monthly schedule showing which troopers are assigned to each corridor. MSP will promptly correct any erroneous charges to MnDOT's budget.
- 3.3 MSP will submit invoices for expenses in Exhibit B, Part 2 using the frequency noted. MSP will create and enter an invoice in SWIFT. MnDOT will make payment using the bilateral netting process in SWIFT.
- 3.4 Budget categories in Exhibit B should not exceed their amount without written mutual agreement between parties to move an amount between categories.
- 3.5 The total obligation of MnDOT for all compensation and reimbursements to MSP under this Agreement will not exceed \$2,622,311.

4 Conditions of Payment

- 4.1 All services provided by MSP under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MSP's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MSP within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MSP within 30 days of receipt of such invoice.
- 4.3 MSP must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to MnDOT's Metro District Accounts Payable, at MetroWEAaccountsPayable.DOT@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Metro District Accounts Payable.

5 Agreement Personnel

5.1 MnDOT's Authorized Representative will be:

- Name: Mark Hagen (or his successor)
- Title: Senior Consultant Administrator
- Address: Minnesota Department of Transportation
1500 West County Road B-2
Roseville, MN 55113
- Telephone: (651) 234-7686
- Fax: (651) 234-7689
- E-Mail: mark.hagen@state.mn.us

5.2 MnDOT's Project Manager will be:

- Name: Morris Luke, P.E. (or his successor)
- Title: MnPASS Operations Engineer
- Address: Minnesota Department of Transportation
- Telephone: (651) 234-7028
- E-Mail: morris.luke@state.mn.us

5.3 MSP's Authorized Representative will be:

Name: Lieutenant Jason Bartell (or his successor)
Title: Lieutenant
Address: Minnesota State Patrol
District 2500
2005 North Lilac Drive
Golden Valley, MN 55422
Telephone: (763) 279-4561
E-Mail: jason.bartell@state.mn.us

6 Amendments

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

7 Liability

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

8 Termination

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

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** MSP must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MSP will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** MSP agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MSP's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MSP will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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

Signed: [Signature]
Date: December 23rd, 2015
SWIFT Contract (SC) ID No. 104519
Purchase Order (PO) ID No. 3000277245

**DEPARTMENT OF PUBLIC SAFETY
MINNESOTA STATE PATROL**

By: [Signature]
Title: COLONEL, CITE&F
Date: 1-7-16


MnDOT

By: [Signature]
(with delegated authority)
Title: Asst. Commissioner
Date: 1/12/16

MnDOT CONTRACT MANAGEMENT

By: [Signature]
Date: 1/12/16

Exhibit A

GENERAL ORDER		
	Effective:	February 20, 2015
	Subject:	UNIFORM AND EQUIPMENT ISSUE/TURN-IN (TROOPERS)
	Reference:	General Orders 30-003, 30-008, and 30-010
	Special Instructions:	Rescinds General Order 12-30-013
		Number: 15-30-013
		Distribution: A,B,C

I. POLICY

The policy of the Minnesota State Patrol is to maintain a high regard for the accountability of the uniforms and equipment utilized by State Patrol Troopers. This General Order establishes the procedure for the issuance, replacement, and turn-in of uniforms and other personal equipment for all members.

II. PROCEDURE FOR ORIGINAL ISSUES

- A. During State Patrol Trooper Candidate School, a representative will size each candidate and submit the size records to the Department of Public Safety (DPS) Warehouse.
- B. Each trooper candidate may be eligible to be issued the items listed in Addendum 1.

III. PROCEDURE FOR REPLACEMENT UNIFORM AND EQUIPMENT ORDERS

- A. Troopers will be allowed replacement items per the schedule below, to be provided as necessary in the month corresponding with the last digit of their badge number as shown below. Replacement of items outside of this sequence must be justified on the requisition form.

Last Digit	Month	Last Digit	Month	Last Digit	Month	Last Digit	Month	Last Digit	Month
0	March	2	May	4	July	6	Sept	8	Nov
1	April	3	June	5	Aug	7	Oct	9	Dec

- 1. Annually:
 - 2 Shirts (any combination, short or long sleeve)
 - 2 Trousers
 - 1 Mock Turtleneck
 - 1 Trooper Hat, Straw
 - 1 Necktie
 - 2. Every two years:
 - 1 Trooper Hat, Felt
 - 3. Every three years:
 - 1 Maroon Mid-Season Jacket
 - 1 Maroon Parka
 - 1 Maroon All-Season Pant w/Liner
 - 1 Maroon Severe Weather Hat
- B. District/Section Commanders or their designee are to order the items described in this General Order and Addendum by submitting requisitions (include the stock numbers and description for each item) directly to the DPS Warehouse by e-mail. All personnel are to be responsible for current uniform sizes and street addresses for delivery (P.O. Boxes are not sufficient information for use by delivery services).

Exhibit A

15-30-013

Page 2 of 2

- C. Upon receipt of uniform items, the member shall ensure that all items fit properly and are free from any manufacturer's defects. Members must return any unsatisfactory items within 14 days of receipt for replacement. The packing slip must be attached to any returned items. Specify if a new size is needed.
- D. Whenever an item appears defective because of improper manufacture or faulty materials, it shall be returned (with original tags if applicable) to the DPS Warehouse, along with a request for replacement and a description of the problem.
- E. Stolen, lost, damaged or worn out equipment will be replaced by requisition and a brief memo to the appropriate District/Section Commander, explaining the circumstances of the replacement. See General Order 30-003 (Equipment, Use and Care) for information regarding reporting requirements.

IV. PROCEDURE FOR TURN-IN OF EQUIPMENT AND UNIFORM PARTS

- A. On or before the last day of employment, all members shall turn-in to their District/Section Commander all issued equipment (new and used) listed on Addendum 1 of this General Order.
- B. The District/Section Commander (or designee) shall deliver all uniforms and equipment listed on the turn-in sheet addendums as directed below. All items shall be returned from the district to the DPS Warehouse within one month of the last day of employment. A copy of the completed turn-in sheets shall be included with all uniforms and equipment returned to the DPS Warehouse.
 - Addendum 1 (Personal Uniform and Equipment Turn-In)
 - Addendum 2 (Electronic Equipment Turn-In)
 - Addendum 3 (Firearms Related Equipment Turn-In)
 - All firearms are to be turned in unloaded and in safe condition.
- C. The District/Section Commander will verify all squad equipment on Addendum 4 has been accounted for and turned in at the District Office. A copy of the completed turn-in sheet (Addendum 4) must be returned to the Fleet/Asset Lt. within one week of turn in. No parts or equipment will be traded or swapped without prior approval from HQ Fleet Section.
- D. Specialty Unit Commanders such as SRT, RRT, MFF, K-9, Recon, DRE, NAST (4700), VCU, Flight, and Honor Guard are responsible for insuring the collection of all issued equipment to members previously performing these duties.

V. PROCEDURE FOR REPLACEMENT OF EQUIPMENT

Any items that are not turned in within 30 days of the last day of employment will be charged to the appropriate district. The DPS Warehouse shall maintain an up-to-date record of the issue, receipt and correct size of each item of uniform and equipment for each member. The DPS Warehouse shall also determine that each individual orders and/or receives only the items eligible for issue as outlined in Addendum 1 of this General Order.

Approved:

SIGNED 2/20/2015

**Colonel Matthew Langer, Chief
Minnesota State Patrol**

Exhibit A

MINNESOTA STATE PATROL	
Addendum 1	Number: 15-30-013
PERSONAL UNIFORM AND EQUIPMENT TURN-IN	

****Unless otherwise indicated, all items issued, both new and used, must be returned to the DPS warehouse****

UNIFORM ITEMS AND PATROL UNIT EQUIPMENT

Item	Stock #	Quantity Eligible	Quantity Returned	Explanation
ACCIDENT INVESTIGATION & DAILY USE				
Accident Template	03-5005	1		
Binder - General Order	03-6071	1		
Form Holder (Aluminum)	03-8075	1		
Measuring Tape 25 Foot	03-5087	1		
Measuring Tape 100 Foot	03-5089	1		
Measuring Wheel (Roll-a-Tape)	03-5090	1		
Spray Paint Wand	03-5099	1		
Ticket Book Holder (Aluminum/Small)	03-8076	1		
Ticket Book Holder (Aluminum/Large, Henn. Co style)	03-8077	1		
Forms -1801/1821		Varies		Retain at District
AUTOMOTIVE TRUNK EQUIPMENT				
Barcode Scanner	01-1020	1		
Code Reader	01-1010	1		
Duty Bag (Cold Weather)	03-8050	1		
Extension Cord 50 Foot	01-4022	1		
Fire Extinguisher	01-4024	1		
Gauge - Tire Pressure	01-4029	1		
Gauge - Tire Depth	01-4030	1		
Jumper Cable	01-4032	1		
Jump Pack	01-4037	1		
- Charger	01-4036	1		
Shovel	01-4051	1		
Wheel Chock	01-4055	1		
Wheel Wrench 4-Ways	01-4056	1		
Wrecking Bar	01-4058	1		
BRASS + BADGES / MISC UNIFORM ACCESSORIES/ ID				
Breast Badge		2		
Badge Rank _____	09-	2		

02/2015

Exhibit A

Hat Badge	09-4047	1		
Buckle	09-4048	1		
Collar Brass				
- MSP	09-1001	2		
- Rank (Sml) _____	09-	2		
- Rank (Lg) _____	09-	2		
Name Plate	N/A	2		
Pin Saver	09-4070	1		
Simichrome Polish	09-4073	1		
Tie Tack MSP	09-4049	1		
Whistle w/ Chain & Ring	09-4044	1		
Phone Card		1		
I.D. Card		1		
District Access Card		1		
CAMERAS, RADIOS, FLASHLIGHTS & ACCESSORIES				
Camera Asset # _____	03-2020/1	1		
- Bag	03-2068	1		
- Charger	03-3023	1		
- Flash	03-2104	1		
- SD Card	03-2025	1		
- Batteries	03-2022	1		
Flashlight Pelican 8060	03-1062	1		
- Charger Base	03-1063	1		
- Charger Cord	03-1067	1		
- Battery	03-1058	1		
- Wand	03-1064	1		
Portable Radios XTS 3000/5000	N/A	1		Retain at District
Portable Radio APX6500	N/A	1		Retain at District
Portable Radio Charger	N/A	1		Retain at District
FIRST AID				
FIRST Aid Bag (Complete)	02-031	1		
AED (Automatic External Defibrillator)	02-039	1		
- Pads	02-040	2		
- Battery	02-038	1		
Tourniquet (CAT)	02-027	1		
Personal flotation device	02-	1		
RIOT/TACTICAL/TESTING EQUIPMENT & ACCESSORIES				
Alco-Sensor/PBT with Case	05-011	1		
Gas Mask	04-	1		
- Unisex (Sml)	04-199			
- Unisex (Med)	04-200			
- Unisex (Lg)	04-201			
- Cannister - Toxic	04-202	2		
- Carrier	04-204	1		

02/2015

Exhibit A

Handcuffs serial #	04-018	1		
- Keys	04-017	2		
Hazmat Kit (complete)	04-035	1		
- Suit	04-040			
- Bag	04-036			
- Boots	04-037			
- Duct Tape	04-039			
- Gloves	04-038			
Helmet/Riot	04-	1		
- Small/Medium	04-020			
- Large/X-Large	04-019			
- XX-Large/Jumbo	04-023			
Restraint	13-010			
Riot Stick	04-024	1		
Tactical Baton	04-027	1		
Tint Meter	05-020	1		
Tint Meter (No Roll Down)	05-021	1		
Verifier - D/L	05-025	1		
Vest - Lighted Safety		1		
- Small/Medium	04-028			
- Large/ X-Large	04-030			
- XX-Large/XXX-Large	04-032			
- Battery	04-029			
- Charger	04-034			
Mace	N/A	1		
WEAPON ACCESSORIES				
Brush				
- M-16 (Bore)	06-2044			
- M-16 (Chamber)	06-2046			
- Pistol	06-2015			
- Toothbrush	06-2050			
Rod Cleaning				
- Pistol	06-3026			
- M-16	06-3048			
Tip Cleaning-Pistol	06-3025			
Earmuffs (ear hearing protection)	06-	1		
UNIFORM ITEMS				
Blouse	10-	1		
Hats				
- Straw	11-	1		
- Felt	11-	1		
- Severe Weather Hat	11-500	1		
- Rain Cover	09 -	N/A		
Jacket w/ Liner	12 -	1		
High Visibility Jacket	12-	1		

02/2015

Exhibit A

Leather Items		
- Gun Belt	13 -	1
- Ammo	13-002	1
- ASP	13-003	1
- Flashlight	13-104	1
- Handcuff	13-006	1
- Mace	13-011	1
- MIC	13-102	1
- Phone	13-105	1
- Radio	13-013	1
- Glove	02-022	1
- Trio	13-103	1
Holster		
- Glock (Left Hand)	13-081	1
- Glock (Right Hand)	13-082	1
- Tazer (Left Hand)	13-085	1
- Tazer (Right Hand)	13-084	1
Keepers (Belt)	13-004	4
Sliding "D" Rings	13-012	2
Strap Handcuff	13-008	1
Sam Brown Belt Lower Strap	13-	1
Sam Brown Belt Upper Strap	13-	1
Neckties	09-	2
Pants - Cold Weather	14-	2
Parka		1
Rain Jacket	14-	1
Shirt (Short Sleeve)	16-	Varies
Shirt (Long Sleeve)	16-	Varies
Trousers	17-	Varies
Turtlenecks	15-	2
Honor Guard		
- Hat Carrier		
- Hat Strap		
- Garment		

Employee: _____ I.D.# _____ Date: _____
 Signature

Supervisor: _____ Date: _____
 Signature

Received By: _____ Date: _____
 Signature of Warehouse Personnel

02/2015

Exhibit A

MINNESOTA STATE PATROL	
Addendum 2	Number: 15-30-013
ELECTRONIC EQUIPMENT TURN-IN	

FOLLOWING ITEMS TO BE TURNED IN AT DPS WAREHOUSE:

Item	Asset Number	Serial Number
Laptop • Power Cord		
Digital Recorder Model #: • Leather Case • Charging Base & Cord • USB Cable • Manual • XD Card		
Air Card • Phone #	ESN Hex:	ESN DEC:
Cell Phone Model: _____ • Phone # _____ • Charging Cable • Cell phone belt holder	HEX #:	DEC #:
USB Flash Drive:		N/A

Employee: _____ I.D.# _____ Date: _____
Signature

Printed Name

Supervisor: _____ Date: _____
Signature

Received By: _____ Date: _____
Signature of Warehouse Personnel

Received By: _____ Date: _____
Signature of MSP IT Employee

2/2015

Exhibit A

MINNESOTA STATE PATROL	
Addendum 3	Number: 15-30-013
FIREARMS RELATED EQUIPMENT TURN-IN	

FOLLOWING ITEMS TO BE TURNED IN AT DPS WAREHOUSE:

Handgun (Glock 22 or 23)	N/A	1	Serial Number: Make & Model: *Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district.	
	-Magazines	N/A		3
	-Ammunition	N/A		Varies
	-Carrying Case	N/A		1
Handgun (Glock 27)	N/A	1	Serial Number: Make & Model: *Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district.	
	-Magazines	N/A		2
	-Ammunition	N/A		Varies
	-Carrying Case	N/A		1
Rifle	N/A	1	Serial Number: Make & Model: *Retain ammunition at district.	
	-Magazines	N/A		2
	-Ammunition	N/A		Varies
Taser	N/A	1	Serial Number: Make & Model:	
	-Download Kit	N/A		
	-Holster	13-		

Employee: _____ I.D.# _____ Date: _____
Signature

 Printed Name

Supervisor: _____ Date: _____
Signature

Received By: _____ Date: _____
Signature of Warehouse Personnel

Received By: _____ Date: _____
Weapons Coordinator

2/2015

Exhibit A

MINNESOTA STATE PATROL	
Addendum 4	Number: 15-30-013
PATROL UNIT AND RELATED EQUIPMENT TURN-IN	

FOLLOWING ITEMS TO BE TURNED IN AT DISTRICT OFFICE:

ITEM:	Stock #	Asset #	Serial #	Comments:
Squad Unit #: _____ • W/2 Keys	N/A		N/A	
Video System (Circle One) • WatchGuard & Body Mic.	01-2025			
• Mobile Vision & Body Mic.	N/A			
800 MHz Radio (non-encrypted)	01-2200			
800 MHz Radio (encrypted)	01-2210			
Radar Unit (Circle One) • Stalker	01-2085			
• Eagle	N/A			
Spare Tire		N/A	N/A	
Fire Extinguisher	01-4024		N/A	
Voyager Fuel Card	N/A	N/A	N/A	
Stop Sticks	01-4076	N/A	N/A	
Roof Mounted Roto-Beam (Class B/C/D squads)	01-2036		N/A	
D/L Card Reader	N/A		N/A	

Employee: _____ I.D.# _____ Date: _____
Signature

Supervisor: _____ Date: _____
Signature

02/2015

Exhibit A

Other Items Not Included Above

Item	Stock #	Quantity Eligible	Quantity Returned	Comments

Employee: _____ ID.# _____ Date: _____
Signature

Supervisor: _____ Date: _____
Signature

Received By: _____ Date: _____
Signature of Warehouse Personnel

02/2015

Exhibit B

MnPASS Interagency Agreement with Minnesota State Patrol

PART 1

Covered Under the Interagency Service Request Form - These charges will be come directly out of MnDOT's budget through payroll transactions.

	FY16	FY17	FY18	FY19*	Notes
2.2.1.2	\$117,000.00				Academy Training Payroll, January - May 2016
2.2.2	\$84,290.22	\$86,818.93			May 17, 2016 - August 16, 2016
2.2.2 & 2.3		\$683,155.53	\$741,573.69	\$127,303.48	Begins Aug 17, 2016, enforcement begins under this agreement
2.2.2 & 2.3		\$3,527.49	\$4,152.36	\$712.82	
2.2.7 & 2.3	\$2,195.25	\$18,087.55	\$18,680.18	\$3,198.18	
2.2.5 & 2.3	\$3,637.50	\$29,973.00	\$30,872.19	\$5,299.73	
Payroll: Not to Exceed	\$207,122.97	\$771,562.50	\$795,228.42	\$136,514.21	

PART 2

Items to be Billed by a SWIFT Invoice to MnDOT from DPS:

	Billed		FY16	FY17	FY18	FY19*	Notes
2.2.1.1	Monthly	Academy Hiring Process**	\$18,600.00				Testing Costs, Medical Evaluation, Psych Evaluation, etc., January - May 2016
2.2.1.3	Monthly	Housing, Meals, and Rental Costs at Camp Ripley**	\$80,400.00				
2.2.3.1 & 5	Bill when received	2-Squads Ford Interceptor	\$55,017.90	\$55,017.90	\$55,017.90		2-new cars each in FY 16, FY 17, and FY 18. Others would come from existing fleet
2.2.3.2	Bill when received	Squad Build & Equip	\$70,704.00	\$70,704.00	\$70,704.00		
2.2.3.3 & 4 & 6	Monthly	Squad Maintenance	\$1,500.00	\$53,550.00	\$61,200.00	\$10,200.00	
2.2.4	Monthly	6-Sets - Trooper Uniforms & Equipment	\$72,643.02	\$7,000.00	\$10,000.00	\$1,000.00	
2.2.6	Monthly	Air Cards	\$1,872.00	\$3,744.00	\$3,744.00	\$624.00	Provides Laptop Connectivity
2.2.6	Monthly	Smart Phone	\$432.00	\$3,888.00	\$3,888.00	\$432.00	
		Billed Total	\$301,168.92	\$193,903.90	\$204,553.90	\$12,256.00	
		FY TOTAL	\$508,291.89	\$965,466.40	\$999,782.32	\$148,770.21	Payroll + Billed Items
				Contract Total		\$2,622,310.82	

*FY19 Costs would be from July 2018 - August 2018

**Costs associated with the Academy are total for 6-Cadets

Budget categories should not exceed their amount without written mutual agreement between parties to move an amount between categories.
The total agreement cannot exceed the total agreement amount without an amendment.

Exhibit C



Inter-agency Request for State Employee Services

This AGREEMENT is entered into this _____ day of _____, 20____, by and between _____ (requesting agency) and _____ (home department). The parties hereto agree as follows:

1. _____ (home department) agrees that it shall provide _____ (name of employee), who is qualified to perform the tasks set out in section 2 below.

2. Description of tasks to be performed (include dates and number of hours anticipated):

3. Employee Information: _____ Name _____ Employee ID Number _____

Present Job Classification (title and class code) _____ Appt. No. _____ Position # _____ Hourly Rate _____

4. Appointment Information (check one):

- This assignment will result in an appointment to the, requesting agency home agency This assignment will not result in an appointment to the requesting agency, or home agency.

Appointment is effective _____, 20____ thru (and including) _____, 20____.

For Minnesota Management & Budget Only
Appropriate Class of Assignment: _____ (explain if necessary)
Approved by: _____ Name _____ Date _____
NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management & Budget.
Payment Information
Payroll Expense for this assignment will be charged to the following accounting string:
Fund _____ Agcy _____ Org # _____ Appr _____
(Check One)
 Direct Payment at a rate of \$ _____ per hour plus fringe by department initiating appointment.
 Direct Payment at \$ _____ per quarter credit.
 Direct Payment at lump sum of \$ _____.

In CONSIDERATION for the performance of the tasks set out above _____ (requesting agency) shall pay _____ (employee name) an amount not to exceed \$ _____

Approvals

Requesting Agency, by _____ Date _____

Service Agency, by _____ Date _____

Employee Signature _____ Date _____



Minnesota Department of Transportation

Metropolitan District

Consultant Administration
Waters Edge
1500 West County Road B-2
Roseville, MN 55113

E-mail: mark.hagen@state.mn.us
Phone: (651) 234-7686
Fax: (651) 234-7689

January 13, 2016

Lieutenant Jason Bartell
Minnesota State Patrol
2005 North Lilac Drive
Golden Valley, MN 55422

In reply refer to:
MnDOT Contract No. 1002179
MnPASS Enforcement Team

Dear Lieutenant Bartell:

Enclosed is your executed copy of the above referenced contract. The purpose of this contract is to provide enforcement services for the Metro High Occupancy Toll (HOT) lanes.

This is your authorization to proceed. For questions regarding invoicing and other administrative matters, contact me. I have been assigned as the Agreement Administrator for this project. For questions regarding technical matters, contact Morris Luke. He has been assigned as the project manager for this project.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mark Hagen'.

Mark Hagen
Senior Consultant Administrator

Enclosure

cc: Morris Luke
Melissa Brand
File

AMENDMENT NO. 1 TO MnDOT CONTRACT NO. 1002179

Contract Start Date: January 12, 2016	Original Contract Amount:	\$2,622,311.00
Original Contract Expiration Date: August 31, 2018	Previous Amendment(s) Total:	N/A
Current Contract Expiration Date: August 31, 2018	Current Amendment Amount:	\$2,474,175.80
New Contract Expiration Date: June 30, 2020	Total Amended Contract Amount:	\$5,096,486.80

Federal Project Number: N/A
State Project Number (SP): 8816-2038
Trunk Highway Number (TH): I-35E, I-35W, I-394
Project Identification: MnPASS Enforcement Team

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and the Minnesota Department of Public Safety, acting through the Minnesota State Patrol ("MSP").

RECITALS

1. State has a contract with MSP identified as MnDOT Contract Number 1002179 ("Original Contract") to provide enforcement of violators using the MnPASS lanes during peak hours.
2. State is expanding its MnPASS network on I-35W and I-35E. Additional troopers are needed to provide enforcement for the additional mileage. The contract is being extended to provide continuous service through June 2020.
3. State and MSP are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be **bolded and underlined**.

REVISION 1. Subarticles 1.2-1.3 are amended as follows:

- 1.2 **Expiration Date:** This Agreement will expire on ~~August 31, 2018~~ **June 30, 2020**.
- 1.3 **Exhibits:** Exhibits ~~A through C~~ **A, B-1 and C** are attached and incorporated into this Agreement.

REVISION 2. Subarticles 2.1.1-2.1.2 are amended as follows:

- 2.1.1 ~~Four~~ **Six** Minnesota State Patrol Troopers (FTE)
One Minnesota State Patrol Station Sergeant (FTE)
One Minnesota State Patrol Lieutenant (FTE)
- 2.1.2 The ~~six~~ **eight** members of the Minnesota State Patrol will be assigned to a fulltime MnPASS Enforcement Team. The Team will work Monday through Friday (day or afternoon shift; 40-hour work week) defined as follows:
Day shift: 5:00am – 1:00pm
Afternoon shift: 1:00pm – 9:00pm

REVISION 3. Subarticle 2.2.2 is amended as follows:

- 2.2.2 FTE compensation and benefits of one Lieutenant, one Station Sergeant and ~~four~~ **six** Troopers
 - Regular salaries compensation and overtime as needed.
 - Includes pay for sick, vacation and holiday, with the exception of severance for these ~~six~~ **eight** designated employees

REVISION 4. Subarticle 2.2.4 is amended as follows:

- 2.2.4 Uniforms and equipment (following MSP issuance policy) for the ~~six~~ **eight** FTE positions

REVISION 5. Subarticle 2.2.7 is amended as follows:

- 2.2.7 Freeway pay for all ~~six~~ **eight** Team members

REVISION 6. Subarticle 2.4.1 is amended as follows:

- 2.4.1 Ensure a fully operational Team of one Lieutenant, one Station Sergeant, ~~four~~ six troopers and backfill any vacated positions.

REVISION 7. Subarticles 3.2-3.5 are amended as follows:

- 3.2 MSP will not bill MnDOT for expenses in Exhibit B B-1, Part 1. Costs incurred will be charged directly to MnDOT's budget under the Interagency Request for State Employee Services, Exhibit C. MSP will provide a monthly schedule showing which troopers are assigned to each corridor. MSP will promptly correct any erroneous charges to MnDOT's budget.
- 3.3 MSP will submit invoices for expenses in Exhibit B B-1, Part 2 using the frequency noted. MSP will create and enter an invoice in SWIFT. MnDOT will make payment using the bilateral netting process in SWIFT.
- 3.4 Budget categories in Exhibit B B-1 should not exceed their amount without written mutual agreement between parties to move an amount between categories.
- 3.5 The total obligation of MnDOT for all compensation and reimbursements to MSP under this Agreement will not exceed ~~\$2,622,311~~ \$5,096,486.80.

REVISION 8. Subarticles 5.1-5.3 are amended as follows:

5.1 MnDOT's Authorized Representative will be:

Name: ~~Mark Hagen~~ Josh Hebert
Title: ~~Senior Consultant Administrator~~ Contract Administrator
Address: Minnesota Department of Transportation
1500 West County Road B-2
Roseville, MN 55113
Telephone: ~~(651) 234-7686~~ (651) 234-7688
Fax: (651) 234-7689
E-Mail: ~~mark.hagen@state.mn.us~~ joshua.hebert@state.mn.us

5.2 MnDOT's Project Manager will be:

Name: ~~Morris Luke, P.E.~~ Kiet Ly, P.E. (or his successor)
Title: MnPASS Operations Engineer
Address: Minnesota Department of Transportation
1500 West County Road B-2
Roseville, MN 55113
Telephone: (651) 234-7028
E-Mail: ~~morris.luke@state.mn.us~~ kiet.t.ly@state.mn.us

5.3 MSP's Authorized Representative will be:

Name: ~~Lieutenant Jason Bartell~~ Paul Stricker (or his successor)
Title: Lieutenant
Address: Minnesota State Patrol
District 2500
2005 North Lilac Drive
Golden Valley, MN 55422
Telephone: (763) 279-4561 (763) 279-4565
E-Mail: ~~jason.bartell@state.mn.us~~ paul.stricker@state.mn.us

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 7/2/17

SWIFT Contract ID No. 104519

SWIFT Purchase Order ID No. 3000365156 FY 18

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Individual certifies that the applicable provisions of Minnesota Statutes § 16C.08 subdivisions 2 and 3 are reaffirmed

Signed: Ann Zabor

Title: Asst Division Director - Ops

Date: 8/1/17

CONTRACTOR

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

Signed: [Signature]

Title: CM

Date: 7-19-17

~~COMMISSIONER OF ADMINISTRATION~~

Office of Contract Management

Signed: Angela Freyler

Date: 8/1/17

Exhibit B-1

MnPASS Interagency Agreement with Minnesota State Patrol

MnDOT Contract No. 1002179

PART 1

Covered Under the Interagency Service Request Form - These charges will be come directly out of MnDOT's budget through payroll transactions.

	FY16	FY17	FY18	FY18*** updated	FY18*	FY18 updated	FY20	Notes
2.2.1.2	Wages, Benefits and Comp Time during the Academy**	\$117,000.00			\$57,000.00			Academy Training Payroll, January - May 2018
2.2.2	Troopers upon graduation (May-August)	\$4,290.22	\$36,818.93		\$16,000.00	\$16,000.00		May 17, 2015 - August 16, 2015
2.2.2 & 2.3	FY Enforcement (July to June)	\$633,155.53	\$741,576.69	\$741,576.69	\$807,488.55	\$127,809.48	\$944,139.21	Begins Aug 17, 2016, enforcement begins under this agreement
2.2.2 & 2.3	3% Pay for Station Sergeant	\$3,527.49	\$4,152.36	\$4,152.36	\$4,152.36	\$712.82	\$4,277.50	***7 FTE, 4 FTE LT
2.2.7 & 2.8	1.5% Increase for Freeway Pay	\$2,195.25	\$18,087.55	\$18,087.55	\$22,187.21	\$3,188.18	\$22,862.33	Troopers upon graduation (May-August) split between FY18 & FY19 6 weeks each
2.2.5 & 2.9	Overtime Expenses	\$9,697.30	\$73,973.00	\$30,872.19	\$41,167.92	\$5,299.73	\$42,897.81	
	Payroll: Not to Exceed	\$207,122.97	\$771,562.50	\$795,228.02	\$1,017,991.04	\$186,514.21	\$969,741.55	\$1,013,239.60

PART 2

Items to be billed by a SWIFT invoice to MnDOT from DPS:

		FY16	FY17	FY18	FY18*** updated	FY18*	FY18 updated	FY20	Notes	
2.2.1.1	Monthly	Academy Hiring Process**	\$18,500.00			\$8,298.18			Testing Costs, Medical Evaluation, Psych Evaluation, etc., January - May 2015	
2.2.1.3	Monthly	Housing, Meals, and Rental Costs at Camp Ripley**	\$80,400.00			\$25,145.35			Testing Costs, Medical Evaluation, Psych Evaluation, etc., January - May 2015	
2.2.3.1 & 5	Bill when received	2-Squads Ford Interceptor	\$55,017.90	\$55,017.90	\$55,017.90	\$60,519.69		\$72,622.94	2-new cars each in FY 16, FY 17, and FY 18. Others would come from existing fleet	
2.2.3.2	Bill when received	Squad Build & Equip	\$70,704.00	\$70,704.00	\$70,704.00	\$51,621.23		\$63,145.46	2-new cars each in FY 18, start replacements in FY20	
2.2.3.3 & 4 & 5	Monthly	Squad Maintenance	\$1,500.00	\$33,590.00	\$61,200.00	\$61,200.00	\$10,200.00	\$57,320.00	Maint & fuel based on \$9.10/gal	
2.2.6	Monthly	6-Sets - Trooper Uniforms & Equipment	\$72,649.02	\$7,000.00	\$10,000.00	\$47,350.81	\$1,000.00	\$10,750.00		
2.2.6	Monthly	Air Cards	\$1,872.00	\$3,744.00	\$3,744.00	\$4,295.12	\$624.00	\$4,859.73	Provides Laptop Connectivity	
2.2.6	Monthly	7 Flip/1 Smart Phone	\$492.00	\$3,888.00	\$3,888.00	\$3,888.00	\$4,275.90	\$4,704.48		
		Billed Total	\$301,168.92	\$193,903.90	\$294,593.90	\$269,260.38	\$12,256.00	\$87,006.53	\$231,475.61	
		FY TOTAL	\$508,291.89	\$965,466.40	\$999,782.32	\$1,292,251.42	\$148,770.21	\$1,056,747.88	\$1,244,729.20	Payroll + Billed Items

Contract Total \$5,096,486.60

*FY18 Costs would be from July 2018 - August 2018
 **Costs associated with the Academy are total for 2-Cadets based on base Twp. Pay
 ***FY18 updated includes 2 new and 6 current troopers

Budget categories should not exceed their amount without written mutual agreement between parties to move an amount between categories.
 The total agreement cannot exceed the total agreement amount without an amendment.

Source Code 0050		Cost Breakdown by Funding Source									
SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP
Number	Description	Fund	FY16	FY17	FY18	FY18	FY18	FY18	FY18	FY18	FY18
SP 85516-2098	894 Toll Revenues	2000	17947936	1790679	1790679	1790679	1790679	1790679	1790679	1790679	1790679
	85W Toll Revenues	2000	17947936	1790679	1790679	1790679	1790679	1790679	1790679	1790679	1790679
	MnPASS TR Oper Funds for SSE	2700	17947939	1790681	1790681	1790681	1790681	1790681	1790681	1790681	1790681
	FY Total		\$	\$	\$	\$	\$	\$	\$	\$	\$
			508,292	965,466	1,291,251	1,291,251	1,291,251	1,291,251	1,291,251	1,291,251	1,291,251

**PARTNERSHIP AGREEMENT BETWEEN
THE MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY,
DRIVER AND VEHICLE SERVICES
FOR
LEASED SPACE
MnDOT DETROIT LAKES HEADQUARTERS FACILITY**

This Agreement is between Department of Transportation ("MnDOT") and the Department of Public Safety - Driver and Vehicle Services ("DPS-DVS").

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide leased space for DPS-DVS at the MnDOT Detroit Lakes Office.
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties and, do hereby agree with each other as follows:

Agreement

1. TERM OF AGREEMENT, EXHIBITS;

- 1.1. *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2. *Expiration date.* This Agreement will expire on June 30, 2020, unless terminated earlier pursuant to Article 4.
- 1.3. *Term of Lease:* The term of the Lease under this Agreement will be from the July 1, 2015 through June 30, 2020.
- 1.4. *Exhibits.* Exhibits A & B are attached and incorporated into this agreement.

2. LEASED SPACE.

- 2.1. MnDOT grants and DPS-DVS accepts a lease of the following described in the attached Exhibit A as approximately one thousand one hundred seventy three (1,173) usable square feet of office space, as shown on the attached Exhibit A, in the MnDOT Detroit Lakes Office, located at 1000 Highway 10 West, Detroit Lakes, Minnesota 56501-2205.
 - 2.1.1. Definition: The Leased Space is defined as the total usable square feet exclusively occupied by DPS-DVS and is the basis for calculation of rent payable hereunder.

- 2.1.1.1. Measurement Method: Usable square feet are calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of building.
- 2.1.1.2. Exclusions and Deductions. Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Space of four (4) square feet or more is deducted.

3. RENT

3.1. As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$107,999.40 for the term of the Lease, as estimated below and detailed in Exhibit B:

Period	Est Incr/Yr	Cost/Year	Monthly Rental	Quarterly Payment
07/01/15 to 06/30/16		\$ 20,342.18	\$ 1,695.18	\$ 5,085.55
07/01/16 to 06/30/17	3%	\$ 20,952.45	\$ 1,746.04	\$ 5,238.11
07/01/17 to 06/30/18	3%	\$ 21,581.02	\$ 1,798.42	\$ 5,395.25
07/01/18 to 06/30/19	3%	\$ 22,228.45	\$ 1,852.37	\$ 5,557.11
07/01/19 to 06/30/20	3%	\$ 22,895.30	\$ 1,907.94	\$ 5,723.83
Total Estimated Cost of Partnership Lease		\$ 107,999.40		

- 3.2. Rent Adjustment Effective July 1, 2015 and each July 1, thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (1,173 sf) for each fiscal year (July- June). Mn.DOT shall give DPS-DVS written notice on or before May 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.3. Upon approval of this contract DPS-DVS agrees to pay MnDOT for the period from July 1, 2015 to June 30, 2016. Thereafter, DPS-DVS agrees to pay MnDOT the quarterly the amount set forth above on or about the 1st day of each fiscal quarter in July, October, January and April.

Office of Financial Management, Payable
 Financial Operations
 Department of Transportation
 395 John Ireland Blvd MS 215
 St Paul, MN 55155-1899

- 3.4. All original invoicing by MnDOT to DPS-DVS will be done in SWIFT.
- 3.5. All payments to MnDOT from DPS-DVS will use bilateral netting in SWIFT.
- 3.6. Questions and concerns regarding payment by DPS-DVS will be directed to their Authorized

Representative.

- 3.7 MnDOT represents and warrants that it is solely entitled to all of the rents payable under the terms of this lease and that DPS-DVS shall have the quiet enjoyment of the Leased Space during the full term of this Lease and any extension or renewal.

4. TERMINATION

- 4.1 This Agreement may be terminated by either party for any reason at any time upon giving thirty days prior written notice to the other party.
- 4.2 DPS-DVS covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Space to MnDOT in as good condition as when DPS-DVS took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Space shall remain a part thereof and shall not be removed unless MnDOT elects to permit removal.

5. DUTIES OF MnDOT

- 5.1. MnDOT shall, at its expense, furnish and provide for the use of DPS-DVS:
- 5.1.1. heat, electricity, sewer and water
 - 5.1.2. janitorial service, and,
 - 5.1.3. trash removal.
- 5.2. MnDOT shall use its best efforts to provide, at no additional cost to DPS-DVS, an area for the motorcycle, Class D road and CDL testing area.
- 5.3. MnDOT and DPS-DVS shall work together to schedule dates for use of the space for DPS-DVS' testing.

6. DUTIES OF DPS-DVS. Except as otherwise provided herein, DPS-DVS shall:

- 6.1. furnish materials and services required for its use of the Leased Space;
- 6.2. maintain the Leased Space in a reasonably good condition and state of repair during the continuance of its tenancy; and
- 6.3. surrender the Leased Space to MnDOT at the termination of such tenancy in as good condition as when DPS-DVS took possession, reasonable wear and damage by the elements excepted.

7. ANNUAL MEETING MnDOT and DPS-DVS hereby agree to meet annually or more often as agreed to between the parties to discuss any issues or concerns.

8. MAINTENANCE AND REPAIRS

- 8.1. It shall be the duty of MnDOT to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
- 8.2. MnDOT shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that MnDOT shall not be responsible for repairs upon implements or articles which are the personal property of DPS-DVS, nor shall MnDOT bear the expense of repairs to the Leased Space necessitated by damage caused by DPS-DVS beyond normal wear and tear.

9. OTHER CONDITIONS

- 9.1. DPS-DVS agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by MnDOT or obtained and paid for by DPS-DVS.
- 9.2. MnDOT agrees to provide and maintain the Leased Space and the building of which the Leased Space are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal state or local political subdivisions having jurisdiction and authority in connection with said property.

10. BUILDING ACCESS AND SERVICES

- 10.1. MnDOT shall provide building access and services to the Leased Space from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 10.2. MnDOT shall provide access to the Leased Space seven days per week, twenty-four hours per day for authorized employees of DPS-DVS.

11. AUTHORIZED REPRESENTATIVES

- 11.1. *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.
- 11.2. MnDOT's Authorized Representative is:

Name: Jody Martinson or successor.
Title: District Engineer
Office: MnDOT District 4
Street Address: 1000 Highway 10 West MS 040
City State Zip: Detroit Lakes, MN 56501
Telephone: 218-846-3603
Email: Jody.Martinson@state.mn.us

- 11.3. DPS/DVS's Authorized Representative is:

Name: Larry Freund or successor.
Title: Chief Financial Officer
Office: MN Department of Public Safety
Street Address: 445 Minnesota St
City State Zip: St. Paul MN 55101-5155
Telephone: 651 -215-1328
Email: Larry.Freund@state.mn.us

12. LIABILITY

- 12.1. MnDOT and DPS-DVS agree that each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.
- 12.2. DPS-DVS agrees that MnDOT assumes by this Agreement no liability for loss of DPS-DVS' personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to MnDOT's negligence, acts or omissions as determined by a court of law.

[The remainder of this page has been intentionally left blank. Signature page follows.]

MnDOT Contract No: 1002086
Lease No.: 11245-A

**DEPARTMENT OF PUBLIC SAFETY –
DRIVER AND VEHICLE SERVICES**

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

By: *Alvin M Olson*
Title: DVS Director
Date: 6/15/16

**MINNESOTA DEPARTMENT OF
TRANSPORTATION**

By: *Mark P. Burns*
Title: District Engineer or Assistant District Engineer
Date: 6/21/16

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: *Janice Rudebusch*
Date: 6/15/16
SWIFT
Contract # 110737

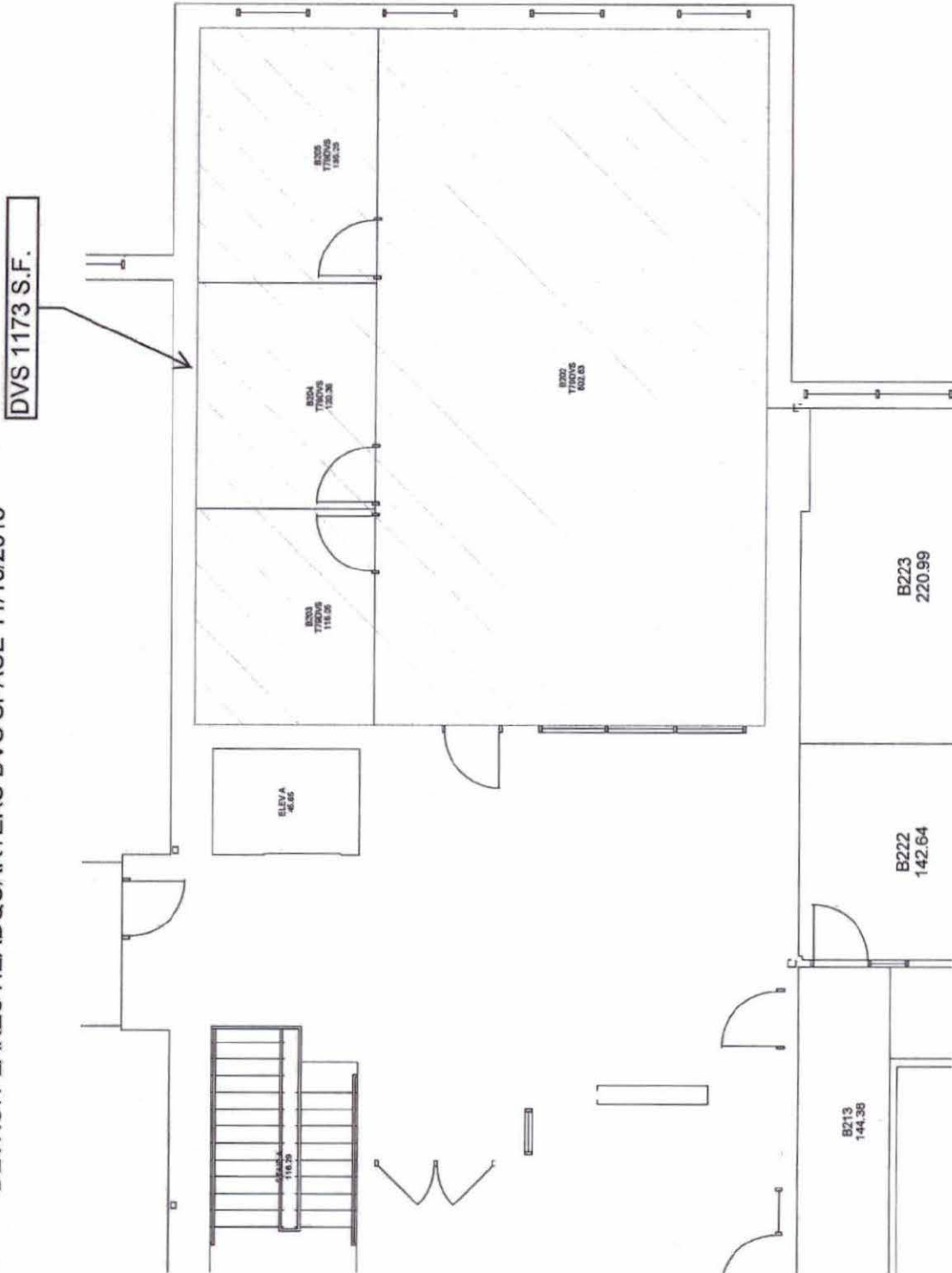
~~COMMISSIONER OF ADMINISTRATION~~

MnDOT Contract Management

By: *Ryan Hauke*
Date: 6/21/16

SWIFT
Purchase
Order # 3000040960

DETROIT LAKES HEADQUARTERS DVS SPACE 11/19/2015



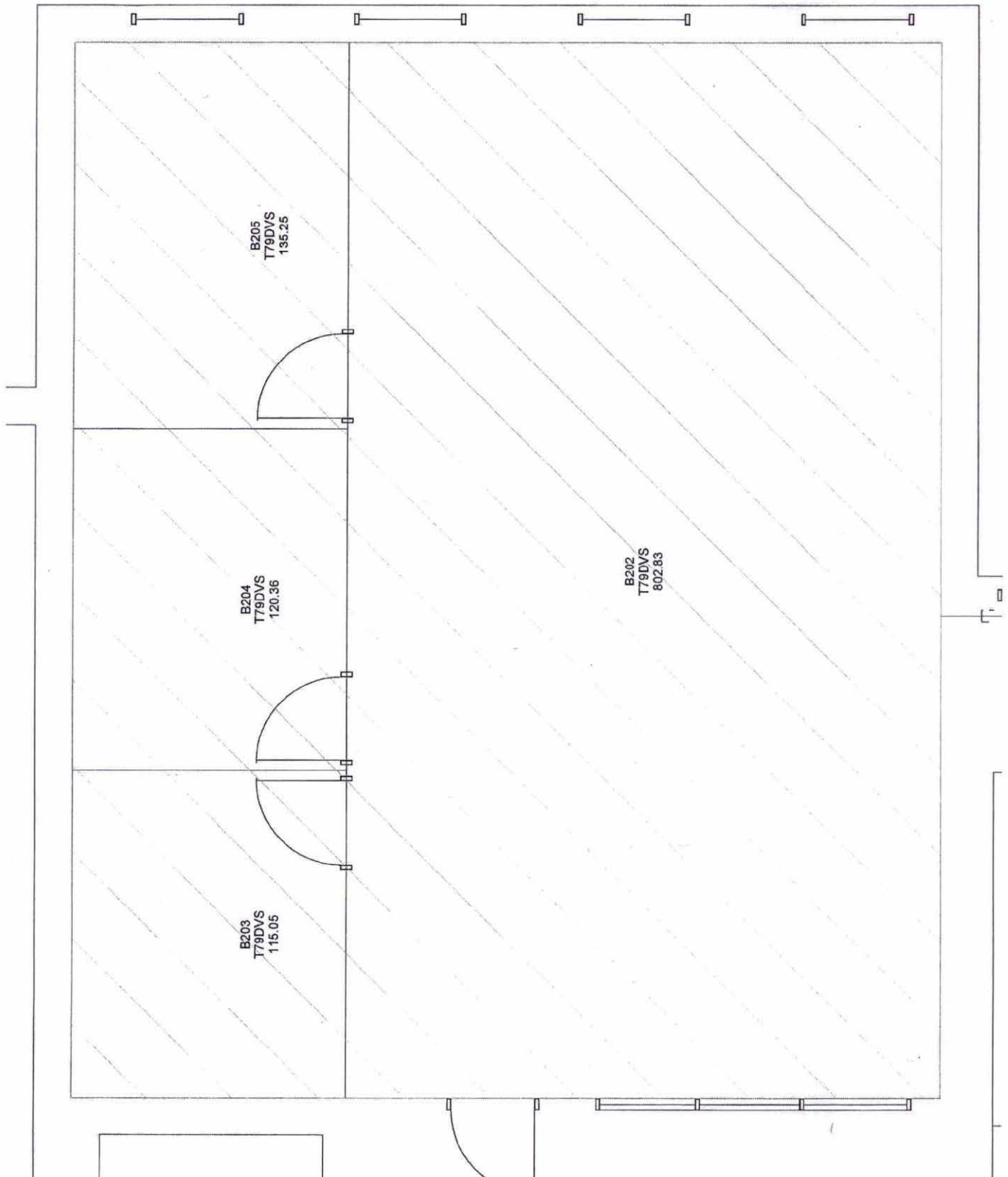


Exhibit B
 Estimated Cost/Rent for
 LEASED SPACE

Lease # 111245
 MnDOT Contract No: 1002086

MnDOT DETROIT LAKES HEADQUARTERS FACILITY

Description	Amount			
FY 15 Operating Expense	\$ 1,036,359.58			
Capital Expenditures (CE)	\$ 79,782.00			
Depreciation (D)	\$ 341,413.55			
Assessmentsw	\$ 2,800.00			
Subtotal (AOP+CE+D)	\$ 1,460,355.13			
Admin +10%	\$ 146,035.51			
Total Costs (Subtotal+Admin)	\$ 1,606,390.64			
Square Footage	92,630			
Cost per square foot	\$ 17.34			
DPS-DVS square feet	1,173			
DPS-DVS Yearly Rental FY 2016	\$ 20,342.18			
Period	Est Incr/Yr	Cost/Year	Monthly Rental	Quarterly Payment
07/01/15 to 06/30/16	\$	20,342.18	\$ 1,695.18	\$ 5,085.55
07/01/16 to 06/30/17	3%	\$ 20,952.45	\$ 1,746.04	\$ 5,238.11
07/01/17 to 06/30/18	3%	\$ 21,581.02	\$ 1,798.42	\$ 5,395.25
07/01/18 to 06/30/19	3%	\$ 22,228.45	\$ 1,852.37	\$ 5,557.11
07/01/19 to 06/30/20	3%	\$ 22,895.30	\$ 1,907.94	\$ 5,723.83
Total Estimated Cost of Partnership Lease	\$	107,999.40		

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Corrections, MINNCOR Industries, 2420 Long Lake Rd, Roseville, MN 55113 ("DOC") and the Minnesota Department of Public Safety, Driver and Vehicle Services, 445 Minnesota Street, St. Paul, MN 55101 ("DPS").

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**
 - 2.1 DOC Duties and Responsibilities:
 - 2.1.1 The DOC will maintain the inventory management system, production equipment and materials necessary to produce Digital License Plates (hereinafter "DLP").
 - 2.1.2 The DOC agrees to continue to research new DLP and other technology that will provide benefit and is mutually agreed up on by parties.
 - 2.1.3 The DOC will maintain the production materials necessary to produce, process and mail license plates and registration materials as directed and instructed by the DPS from Minnesota Correctional Facility (MCF)-Rush City within the time frame listed below:
 - A. Non-sequential plates and registration materials within 5 business days.
 - 2.1.4 The DOC will continue to redistribute license plates in conjunction with motor vehicle license plate deliveries. If unable to deliver in conjunction with plates, a delivery and handling charge may be billed to the DPS. The DOC will provide the DPS a rate quote and obtain approval from the DPS prior to shipment.
 - 2.1.5 In a media format mutually agreed to between both parties, the DOC shall provide the DPS with daily notification of plates and registration materials delivered, including delivery location, serial numbers, registration types, plate types, and number ranges. The DOC shall provide the DPS with a fiscal year and calendar year report of all finished registration materials and plates in stock at the MCF-Rush City, including registration types, serial numbers, plate types and number ranges.
 - 2.1.6 The DOC will print or affix proper validation year, designated month and weight (when applicable) sticker(s) to corresponding plate(s).
 - 2.1.7 The DOC will ensure that motor vehicle registration forms are printed in a secured area, restricted to DOC staff only.
 - 2.1.8 The DOC will in a secure manner insert motor vehicle registration forms into a license plate envelope containing a matching license plate.
 - 2.1.9 The DOC will in a secure manner ensure all registered stickers and plates/categories match against the DPS production report.
 - 2.1.10 All plates and registration materials will be delivered via United States Postal Service First Class Mail at a postal facility agreed upon, or other agreed upon method.
 - 2.1.11 The DOC will be held accountable for all registration materials and for the accuracy and timeliness of processing the work assigned.
 - 2.1.12 The DOC shall assume the cost of testing materials purchased, when requested, for the manufacturing of motor vehicle license plate and sticker, to conformance with specifications established by the Commissioner of Public Safety, as per Minnesota Statute 168.381. This testing will be done in a privately operated laboratory service designated by the Commissioner of Public Safety. Also, per statute, the cost of such testing will be included in the cost of material purchased.

- 2.1.13 The DOC will provide the DPS credit equal to the purchase cost for motor vehicle license plates or registration materials deemed, by the DPS to be defective or missing on a monthly basis.
- 2.1.14 The DOC will provide the DPS with per plate and registration pricing for each biennium before the first day of June of the even number calendar years. Thereby no cost increase will become effective until July 1 of the following State biennium unless mutually agreed to.
- 2.1.15 The DOC will invoice only for license plates and registration materials delivered and at the agreed upon per motor vehicle license plate price.
- 2.1.16 Upon request, the DOC will submit samples to be approved by the DPS prior to motor vehicle license plate or registration production.
- 2.1.17 The DOC will maintain inventory of raw materials and finished license plates to accommodate Item 2.2, "DPS' Duties and Responsibilities", Paragraph 2.2.4 of this agreement.
- 2.1.18 The DOC MCF-Rush City employees will contact the appropriate DPS offices and/or personnel when and if consultation and/or technical assistance is needed to resolve registration reconciliation problems.

2.2 DPS Duties and Responsibilities:

- 2.2.1 The DPS will provide a tentative annual delivery schedule of double year registration stickers to the Deputy Registrars. . The anticipated delivery months will be July, August, October and May of each fiscal year. The delivery schedule will project the total amount of license plates and registration materials, that will be needed for each office. The basic delivery parameters will be that large scale deputy registrar will be expected to handle three (3) months inventory, and small scale deputy registrars will be expected to handle a minimum of twelve (12) months of inventory.
- 2.2.2 The DPS will supply initial artwork for unique designs required pursuant to Minnesota Statute Chapter 168.
- 2.2.3 The DPS will provide documentation for defective and/or missing motor vehicle license plates and stickers to the DOC for proper credit within 6 months.
- 2.2.4 The DPS will accept delivery of a minimum of 1,000,000 pairs of motor vehicle license plates between July 1 and June 30, of each contract year.
- 2.2.5 As per Minnesota Statute 168.381, material purchased, to be used in the manufacturing of motor vehicle license plates will be tested as to the conformance with specification established by the Commissioner of Public Safety. This testing will be done in a privately operated laboratory service to be designated by the Commissioner of Public Safety.
- 2.2.6 The DPS will enter all necessary license plate information into the DPS's database and transmit information to the DOC's Vehicle Inventory Management System (VIMS) at MCF-Rush City.
- 2.2.7 The DPS will supply the DOC with necessary data files through an agreed upon interface to print motor vehicle registration documents at MCF-Rush City.
 - A. For production purposes; includes plate number, plate category and validation sticker number information, month designation and weight sticker (if applicable).
 - B. For staff use only; includes owner's personal information, plate number and validation sticker number and plate category.
- 2.2.8 The DPS will provide the DOC MCF-Rush City employees with proper training and procedures.
 - A. Provide training to a minimum of two (2) DOC MCF-Rush City employees to validate sticker verification and reconciliation procedures as necessary and appropriate.
- 2.2.9 The DPS will make certain that all personalized plate orders have been approved by the DPS prior to transmitting data file information to MCF-Rush City.
- 2.2.10 The DPS will provide consultation and technical assistance to the DOC MCF-Rush City

employees, as necessary to resolve registration reconciliation problems.

3 Consideration and Payment

All services provided by the DOC under this agreement will be paid by the DPS as follows:

Per motor vehicle license plate, motor vehicle license plate pair, per sticker or per pair of sticker price will be the sole consideration.

The cost for a new DLP design to be created will be no more than \$5,000.00 per design depending on the time and effort put into creating a design that meets the approval of the 'license plate design committee', DOC will provide detailed time and material reports supporting the DLP design charge.

3.1 Terms of Payment

3.1.1 Itemized invoices will be filed in arrears monthly and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received by DPS no later than July 31 of each contract year.

3.1.2 The following motor vehicle license plate (DLP) prices will be in effect 07/01/2016 based on an annual volume of 1 million distinctive license plates mailed or delivered.

12" Pair	\$ 6.39
7" or 12" Single	\$ 3.57
7" Vertical MC Single	\$20.00

Note: Pricing is based on a five (5) year contract to correspond to the DOC's required equipment lease. The pricing listed above includes the use of the Vehicle Registration Information Management System. It does not include postage or service charge for mail issue.

3.1.3 The following motor vehicle registration pricing and estimated quantities will be in effect July 1, 2016 to June 30, 2018.

<u>Stickers</u>	<u>Estimated Quantity</u>	<u>Price</u>
Double Year	4,300,000	0.209
Double Weight	40,000	0.474
Single Weight	44,000	0.346
Month Pairs	750,000	0.209
IFTA Pairs	100,000	0.841
V.I.N. Stickers	2,000	1.02
Plate Strips	1,000,000	0.00
Perm Reg	50,000	0.652

3.1.4 The pricing below is for printing Registration Renewal forms with two Stickers per year at DOC, and for printing Title Forms at DPS.

Registration renewal forms per year	Price per Printed Form to DPS
1,100,000 to 1,300,000	\$0.392

Vehicle Title forms per year	Price per Transaction to DPS
1,600,000	\$0.061

3.1.5 The DOC will affix required registration stickers and insert the registration card into the License Plate mailer in preparation for mail. DOC will also print and attach an Indicia mailing label to each License Plate mailer. A License Plate Service Fee of \$.25 will be applied to

each plate per daily order processed. Current United States Postal Service or other mutually agreed upon vendor postage will be paid by the DOC and billed per occurrence to the DPS through this agreement.

Pricing covers all the costs of hardware, software, consumables, training, installation, and warranty in the price of the transaction above.

Note: Pricing will be reviewed annually and will be revised based on forecasted volume for the coming year and current costs. Upon mutual agreement of both the parties to this agreement the new pricing will be effective July 1 of each contract year.

The DPS will pay the DOC for all services satisfactorily performed by the DOC under this agreement within 30 days of receipt and acceptance of invoice.

4 Conditions of Payment

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

5 Authorized Representative

DOC's Authorized Representative is Brenda Chandler, Vice President, 2420 Long Lake Rd, Roseville, MN 55113. Telephone Number: [651-361-7505], or her successor.

DPS's Authorized Representative is Tami Stockero, 445 Minnesota Street, Suite 190, St Paul, MN 55101-5190, Telephone Number [651-201-7616], 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.

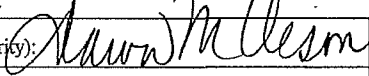
9 Data Practices

Each party must comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the United States Code, Title 18, Sections 2721 and Minnesota Statutes, Chapter 168, as they apply to all data furnished to or by a party to the this agreement, and as they apply to all data created, collected, received, stored, used, or maintained by the DOC under this agreement. The DOC accepts responsibility for providing adequate supervision and training to its employees to ensure compliance with the Data Practice Act and all applicable state and federal laws, and is responsible for any data breaches engaged in by its users as required by Minn. Stat. § 13.055.

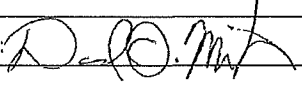
1. **STATE ENCUMBRANCE VERIFICATION:**
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed:	
Date:	7/1/16
Contract number:	11821; PS 3-4/16

2. **DEPARTMENT OF PUBLIC SAFETY (PAYING AGENCY)**

By (with delegated authority):	
Title:	Director of Driver and Vehicle Services
Date:	6/7/16

3. **DEPARTMENT OF CORRECTIONS**

By (with delegated authority):	
Title:	CEO
Date:	6/7/16

Interagency Agreement Amendment 1 State of Minnesota

SWIFT Contract Number: 111821
SWIFT Purchase Order Number: 3000041596

Agreement Start Date:	<u>07/01/2016</u>	Total Agreement Amount:	<u>\$1,361,000.00</u>
Original Expiration Date:	<u>06/30/2018</u>	Original Agreement:	<u>\$1,361,000.00</u>
Current Expiration Date:	<u>06/30/2018</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$ 0.00</u>

This Amendment is between the Minnesota Department of Corrections, MINNCOR Industries ("DOC") and the Minnesota Department of Public Safety, Driver and Vehicle Services division ("DPS").

Recitals

1. DOC and DPS have an interagency agreement identified as SWIFT contract 111821 ("Original Agreement") identifying the duties and responsibilities each agency maintain corresponding to the manufacture of license plates, including auxiliary and supplemental services, e.g. storage, inventory management, etc.
2. DOC and DPS, effective December 1, 2016, need to increase the scope of the Original Agreement to recognize production of barcode labels, including auxiliary and supplemental services corresponding to the manufacture.
3. DOC and DPS mutually agree to amend the Agreement as stated below.

Agreement Amendment

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

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

2.1 DOC Duties and Responsibilities

- 2.1.1 The DOC will maintain the inventory management system, production equipment and materials necessary to produce Digital License Plates (hereinafter "DLP").
- 2.1.2 The DOC agrees to continue to research new DLP and other technology that will provide benefit and is mutually agreed up on by parties.
- 2.1.3 The DOC will maintain the production materials necessary to produce, process and mail license plates and registration materials as directed and instructed by the DPS from Minnesota Correctional Facility (MCF)-Rush City within the time frame listed below:
 - A. Non-sequential plates and registration materials within 5 business days.
- 2.1.4 The DOC will continue to redistribute license plates in conjunction with motor vehicle license plate deliveries. If unable to deliver in conjunction with plates, a delivery and handling charge may be billed to the DPS. The DOC will provide the DPS a rate quote and obtain approval from the DPS prior to shipment.
- 2.1.5 In a media format mutually agreed to between both parties, the DOC shall provide the DPS with daily notification of plates and registration materials delivered, including delivery location, serial numbers, registration types, plate types, and number ranges. The DOC shall provide the DPS with a fiscal year and calendar year report of all finished registration materials and plates in stock at the MCF-Rush City, including registration types, serial numbers, plate types and number ranges.
- 2.1.6 The DOC will print or affix proper validation year, designated month and weight (when applicable) sticker(s) to corresponding plate(s).
- 2.1.7 The DOC will ensure that motor vehicle registration forms are printed in a secured area, restricted to DOC staff only.
- 2.1.8 The DOC will in a secure manner insert motor vehicle registration forms into a license plate envelope containing a matching license plate.

- 2.1.9 The DOC will in a secure manner ensure all registered stickers and plates/categories match against the DPS production report.
- 2.1.10 All plates and registration materials will be delivered via United States Postal Service First Class Mail at a postal facility agreed upon, or other agreed upon method.
- 2.1.11 The DOC will be held accountable for all registration materials and for the accuracy and timeliness of processing the work assigned.
- 2.1.12 The DOC shall assume the cost of testing materials purchased, when requested, for the manufacturing of motor vehicle license plate and sticker, to conformance with specifications established by the Commissioner of Public Safety, as per Minnesota Statute 168.381. This testing will be done in a privately operated laboratory service designated by the Commissioner of Public Safety. Also, per statute, the cost of such testing will be included in the cost of material purchased.
- 2.1.13 The DOC will provide the DPS credit equal to the purchase cost for motor vehicle license plates or registration materials deemed, by the DPS to be defective or missing on a monthly basis.
- 2.1.14 The DOC will provide the DPS with per plate and registration pricing for each biennium before the first day of June of the even number calendar years. Thereby no cost increase will become effective until July 1 of the following State biennium unless mutually agreed to.
- 2.1.15 The DOC will invoice only for license plates and registration materials delivered and at the agreed upon per motor vehicle license plate price.
- 2.1.16 Upon request, the DOC will submit samples to be approved by the DPS prior to motor vehicle license plate or registration production.
- 2.1.17 The DOC will maintain inventory of raw materials and finished license plates to accommodate Item 2.2, "DPS' Duties and Responsibilities", Paragraph 2.2.4 of this agreement.
- 2.1.18 The DOC MCF-Rush City employees will contact the appropriate DPS offices and/or personnel when and if consultation and/or technical assistance is needed to resolve registration reconciliation problems.
- 2.1.19 Effective December 1, 2016, the DOC will annually produce approximately 11 million DVS/MNLARS barcode labels, consecutively numbered and in a format agreed upon with DPS, of 1.75" x 0.5" in size on rolls of 1,000 individual labels per roll. Change in barcode labels format, size, and amount can be made with prior approval from DPS. The DOC will invoice DPS the cost of producing the barcode labels.
- 2.1.20 Effective December 1, 2016, the DOC will store the barcode at the MCF-Rush City facility, or comparable facility with notification to DPS, for shipment to Minnesota Deputy Registrar offices upon demand. The DOC will invoice DPS for any storage and shipping costs. The DOC will use the most cost effective means available to ship the barcode labels to Minnesota Deputy Registrar offices.

2.2 DPS Duties and Responsibilities

- 2.2.1 The DPS will provide a tentative annual delivery schedule of double year registration stickers to the Deputy Registrars. The anticipated delivery months will be July, August, October and May of each fiscal year. The delivery schedule will project the total amount of license plates and registration materials that will be needed for each office. The basic delivery parameters will be that large scale deputy registrar will be expected to handle three (3) months inventory, and small scale deputy registrars will be expected to handle a minimum of twelve (12) months of inventory.
- 2.2.2 The DPS will supply initial artwork for unique designs required pursuant to Minnesota Statute Chapter 168.
- 2.2.3 The DPS will provide documentation for defective and/or missing motor vehicle license plates and stickers to the DOC for proper credit within 6 months.
- 2.2.4 The DPS will accept delivery of a minimum of 1,000,000 pairs of motor vehicle license plates between July 1 and June 30, of each contract year.
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- 2.2.6 The DPS will enter all necessary license plate information into the DPS's database and transmit information to the DOC's Vehicle Inventory Management System (VIMS) at MCF-Rush City.
- 2.2.7 The DPS will supply the DOC with necessary data files through an agreed upon interface to print motor vehicle registration documents at MCF-Rush City.
 - A. For production purposes; includes plate number, plate category and validation sticker number information, month designation and weight sticker (if applicable).
 - B. For staff use only; includes owner's personal information, plate number and validation sticker number and plate category.

- 2.2.8 The DPS will provide the DOC MCF-Rush City employees with proper training and procedures.
 - A. Provide training to a minimum of two (2) DOC MCF-Rush City employees to validate sticker verification and reconciliation procedures as necessary and appropriate.
- 2.2.9 The DPS will make certain that all personalized plate orders have been approved by the DPS prior to transmitting data file information to MCF-Rush City.
- 2.2.10 The DPS will provide consultation and technical assistance to the DOC MCF-Rush City employees, as necessary to resolve registration reconciliation problems.
- 2.2.11 Effective December 1, 2016, the DPS will provide DOC with specifications of barcode labels to include a numbering sequence, label size, label format, number of labels per roll.

REVISION 2. Clause 3.1.6 is added to Clause 3, **Consideration and Payment**, as follows:

3.1.6 Effective December 1, 2016, not more than once per year, and preferably over the two year life of this agreement, the DOC will quote the cost of producing, storing and shipping approximately 11 million DVS/MNLARS barcode labels. For the time period of December 1, 2016 to June 30, 2017 the cost of 11 million barcode labels (per MINNCOR Industries quote number SQ-014972-5) will be:

11,000,000 barcode labels – one annual order	\$24,900.00
Storage of barcode labels on pallets	\$15 per pallet/month
Shipping and freight	at cost

The Original Agreement and any previous amendments are incorporated into this amendment by reference; and except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. DEPARTMENT OF PUBLIC SAFETY (PAYING AGENCY]

By (with delegated authority): <i>Stawon M. Nelson</i>
Title: Director of Driver and Vehicle Services
Date: <i>12/15/16</i>

2. DEPARTMENT OF CORRECTIONS

By (with delegated authority): <i>D. J. [Signature]</i>
Title: <i>CEO</i>
Date: <i>12/14/16</i>



Interagency Agreement

State of Minnesota

SWIFT Contract Number: 145135

SWIFT Purchase Order Number: 55429 - Plates
55430 - Bar Code Freight & Storage

This Agreement is between the Minnesota Department of Public Safety, acting on behalf of the Driver and Vehicle Services division, 445 Minnesota Street, Saint Paul, MN 55101 ("DPS"), and the Minnesota Department of Corrections, acting on behalf of MINNCOR Industries, 2420 Long Lake Rd, Roseville, MN 55113 ("DOC").

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** July 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

2.1 DOC Duties and Responsibilities

- 2.1.1 DOC will maintain the inventory management system, production equipment and materials required to produce Digital License Plates ("DLP") and maintain acceptable minimum inventories, i.e. prevent 100% depletion of plates and supplies inventories.
- 2.1.2 DOC will research new DLP and other technology that may potentially benefit DOC and DPS.
- 2.1.3 DOC will, as directed by DPS, maintain production materials required to produce, process and mail license plates and registration materials from the Minnesota Correctional Facility-Rush City ("MCF-Rush City") within the time frame listed below:
 - Non-sequential plates and registration materials within 5 business days.
- 2.1.4 DOC will redistribute license plates in conjunction with motor vehicle license plate deliveries. If DOC is unable redistribute license plates in conjunction with delivery of plates, DOC may bill DPS a separate delivery and handling charge. If that is required, DOC will provide DPS a rate quote and obtain written/email approval from the DPS Authorized Representative, or his/her designee, prior to shipment.
- 2.1.5 DOC will, in a media format mutually agreed to between both parties, provide DPS with daily notification of plates and registration materials delivered, including delivery location, serial numbers, registration types, plate types, and number ranges. DOC will provide DPS with a fiscal year and calendar year report of all finished registration materials and plates in stock at the MCF-Rush City including registration types, serial numbers, plate types and number ranges.
- 2.1.6 DOC will, where required, mechanically print and/or affix sticker(s) identifying the proper validation year, designated month and weight (when applicable) to corresponding plate(s).
- 2.1.7 DOC will affix required registration stickers and insert the registration card into the License Plate mailer in preparation for mail.
- 2.1.8 DOC will ensure motor vehicle registration forms are printed in a secured area, restricted to authorized DOC staff and MCF-Rush City personnel only.
- 2.1.9 DOC will in a secure manner insert motor vehicle registration forms into a license plate envelope containing a matching license plate.
- 2.1.10 DOC will in a secure manner ensure all registered stickers and plates/categories reconcile with the DPS production report.
- 2.1.11 DOC will utilize first class mail by the United States Postal Service for delivery of all plates and registration materials, such postal facility to be mutually agreeable to both parties. If another method of delivery is required for any reason, that method will be pre-approved in writing/email by the DOC and DPS Authorized Representatives, or their designees, prior to commencement of

delivery.

- 2.1.12 DOC will be accountable to DPS for all registration materials and for the accuracy and timeliness of processing of assigned work.
- 2.1.13 DOC will assume the cost of testing materials purchased, when requested, for the manufacturing of motor vehicle license plates and stickers to conform with specifications established by the Commissioner of Public Safety, as per Minnesota Statutes § 168.381. Testing will be conducted by a private laboratory service pre-approved by the Commissioner of Public Safety. The cost of any testing, consistent with Minnesota Statutes § 168.381, will be included in the cost of material purchased.
- 2.1.14 DOC will, on a monthly basis, give DPS credit equal to the purchase cost for motor vehicle license plates or registration materials for any defective or missing plates or registration materials.
- 2.1.15 DOC will provide DPS with per plate and registration pricing for each biennium before the first day of June of the even number calendar years. No cost increase will become effective until July 1 of the following State biennium unless mutually agreed to by execution of an amendment identifying such increase.
- 2.1.16 DOC will invoice only for license plates and registration materials delivered at the agreed-upon price(s).
- 2.1.17 DOC will, upon request from DPS, submit samples to be approved by DPS prior to motor vehicle license plate or registration production.
- 2.1.18 DOC will maintain inventory of raw materials and finished license plates to accommodate article 2.2.4 of this Agreement.
- 2.1.19 DOC MCF-Rush City employees will contact the appropriate DPS offices and/or personnel when and/or if consultation and/or technical assistance is needed to resolve registration reconciliation problems.

2.2 DPS Duties and Responsibilities

- 2.2.1 DPS will provide a tentative annual delivery schedule of double-year registration stickers to each Deputy Registrar. The anticipated delivery months will be July, August, October and May of each fiscal year. The delivery schedule will project the total amount of license plates and registration materials needed for each Deputy Registrar office. The basic delivery parameters will be that each large-scale deputy registrar will be expected to receive three (3) months inventory and that each small-scale deputy registrar will be expected to receive a minimum of twelve (12) months of inventory.
- 2.2.2 DPS will provide DOC with initial artwork for unique designs required pursuant to Minnesota Statutes Chapter 168.
- 2.2.3 DPS will provide documentation for defective and/or missing motor vehicle license plates and stickers to DOC for proper credit within six (6) months of receipt from DOC.
- 2.2.4 DPS will accept delivery of a minimum of 1,000,000 pairs of motor vehicle license plates each state fiscal year.
- 2.2.5 DPS will enter all necessary license plate information into the DPS database and transmit information to DOC's Vehicle Inventory Management System (VIMS) at MCF-Rush City.
- 2.2.6 DPS will, utilizing interface, supply DOC MCF-Rush City with necessary data files to print motor vehicle registration documents.
 - 2.2.6.1 For production purposes, DPS will include plate number, plate category and validation sticker number information, month designation and weight sticker (if applicable).
 - 2.2.6.2 For staff use only, DPS will include owner's personal information, plate number and validation sticker number, and plate category.
- 2.2.7 DPS will provide DOC MCF-Rush City employees with proper training and procedures.
 - 2.2.7.1 Provide training to a minimum of two (2) DOC MCF-Rush City employees to validate sticker verification and reconciliation procedures as necessary and appropriate.
- 2.2.8 DPS will make certain all personalized plate orders have been approved by DPS prior to transmitting data file information to MCP-Rush City.
- 2.2.9 DPS will provide consultation and technical assistance to DOC MCF-Rush City employees

as necessary to resolve registration reconciliation problems.

3 Consideration and Payment

3.1 Prices

3.1.1 Manufacture of Motor Vehicle License Plates

Plate	Price
One (1) pair of 12" plates	\$6.39 for each pair of plates
One (1) 7" plate or one (1) 12" plate	\$3.57 for each plate
One (1) 7" vertical MC single plate	\$20.00 for each plate

3.1.2 Registration Sticker Printing

Sticker	Estimated Annual Quantity	Price
Double Year	4,300,000	\$0.209 each
Double Weight	40,000	\$0.474 each
Single Weight	44,000	\$0.346 each
Month Pairs	750,000	\$0.209 each
IFTA Pairs	100,000	\$0.841 each
Vehicle Identification Number	2,000	\$1.02 each
Plate Strips	1,000,000	No charge
Permanent Registration	50,000	\$0.652 each

3.1.3 Registration Renewals and Vehicle Titles

3M Registration Printing Services	Price
1,100,000 to 1,300,000 estimated annual renewals	\$0.392 per form
3M Title Processing Services	Price
1,600,000 estimated title stock	\$0.061 per form

3.1.4 Handling Fees

Price: \$0.25 for each license plate

U.S. Mail or shipping*

Price: actual cost paid by DOC

*DOC and DPS agree shipment utilizing the U.S.P.S. is the preferred method of shipment. DOC will consult with DPS prior to shipment if DOC is unable to use U.S.P.S. or identifies a less expensive cost of shipment.

3.1.5 Drivers License Plate Design Fee

DOC and DPS mutually agree any costs corresponding to the design of a new drivers license plate shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) for each new design. Any new design must be pre-approved by the "License Plate Design Committee" prior to DOC commencing work.

3.2 Mutual Pricing and Fee Agreement

Both parties mutually agree:

- Pricing includes use of the Vehicle Registration Information Management System by both parties.
- Pricing covers all costs of hardware, software, consumables, training, installation, and warranties.
- Pricing and fees will be reviewed annually. If both parties agree to a change in price(s) or fee(s), this Agreement will be amended to identify the new price(s) or fee(s).

3.3 Payment

3.3.1 Invoices. DPS will pay DOC for all products satisfactorily produced and all services satisfactorily performed under this Agreement within thirty (30) calendar days of receipt of a detailed invoice. DOC will submit invoice in arrears and within thirty (30) calendar days of the period covered by the work invoiced. Each DOC invoice must identify: the specific product manufactured or produced; the volume of the specific product; and the incremental price for each product or service, consistent with clause 3.1 above. DOC shall submit the final invoice for each state fiscal year no later than July 31 for the completed fiscal year. For example, the final invoice for all products and services corresponding to state fiscal year 2019 shall be submitted by DOC to DPS no later than July 31, 2019.

4 Conditions of Payment

All services provided by DOC under this Agreement must be performed to the satisfaction of DPS as determined at the sole discretion of the DPS Authorized Representative.

5 Authorized Representatives

The Department of Public Safety's Authorized Representative is the person below, or his successor, and has the responsibility to monitor DOC's performance and the authority to accept the services provided under this Agreement.

Name: Dan Stluka, Supervisor
Address: Department of Public Safety; Driver and Vehicle Services
445 Minnesota Street, Suite 190
Saint Paul, MN 55101-5190
Telephone: 651.201.7598
Email Address: dan.stluka@state.mn.us

If the services are satisfactory, the DPS Authorized Representative will certify acceptance on each invoice submitted for payment.

The Department of Correction's Authorized Representative is the person below, or her successor.

Name: Brenda Chandler, Vice President
Address: MINNCOR
2420 Long Lake Road
Roseville, MN 55113
Telephone: 651.361.7505
Email Address: brenda.chandler@state.mn.us

If the DOC Authorized Representative changes at any time during this Agreement, DOC must immediately notify the DPS Authorized Representative.

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 calendar days' written notice to the other party.

9 Data Practices

Each party must comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, the United States Code, Title 18, Sections 2721, and Minnesota Statutes Chapter 168, as they apply to all data furnished to or by a party to the this Agreement, and as they apply to all data created, collected, received, stored, used, or maintained by the DOC under this Agreement. The DOC accepts responsibility for providing adequate supervision and training to its employees to ensure compliance with all applicable state and federal laws, and is responsible for any data breaches engaged in by its users as required by Minnesota Statutes § 13.055.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Rita Strupella

Date: 8/7/18

SWIFT Purchase Order Number: 55429 - Plates
55430 - Bar Code Freight & Storage

2. DEPARTMENT OF CORRECTIONS; MINNCOR INDUSTRIES

By: Dino O. Milton
(with delegated authority)

Title: CEO

Date: 8/29/18

3. DEPARTMENT OF PUBLIC SAFETY; DRIVER AND VEHICLE SERVICES

By: Aaron M Olson
(with delegated authority)

Title: DVS Director

Date: 9/4/18

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between Minnesota Departments of Bureau of Criminal Apprehension and the Office of MN.IT Services Central Office.

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, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

Participation in State/County Collaboration Program (SCCP) for FY2018 2019 Biennium

With the execution of this Agreement, the Bureau of Criminal Apprehension agrees to support a collaborative information and telecommunications technology program shared among Minnesota state government entities and county governments seeking to benefit from cooperative financing of shared services managed by MN.IT Central.

By consolidating networking needs and leveraging a MN.IT shared services infrastructure, the State/County Collaboration Program (SCCP) enables sharing of a highly-available, secure, consistent, QoS-enabled wide area network infrastructure to support state-to-county, county-to-county and county-to-public connections among the 94 participants (8 state and 86 county entities). Today, Minnesota counties leverage MNET for secure, reliable, QoS-enabled intranet connections to the state agency business systems and data applications critical to the state programs in public safety, health and human services, justice and other disciplines. For purposes of this Agreement, the standard MN.IT WAN Service Level Agreement covers the services provided by the SCCP Program

3 Consideration and Payment

Each year of the biennium, DPS agrees to contribute funding to support SCCP: Payment to MN.IT by DPS will be made monthly, not to exceed the total fiscal year amounts as follows:

FY2018 - \$512,800.00

FY2019 - \$512,800.00

MN.IT agrees to serve as the fiscal manager for this agreement. Funds will be used exclusively for costs associated with this program.

MN.IT will use standard service rates to provision services, and then use SCCP program funds to pay those fees. Total SCCP costs are determined by using standard MN.IT services rates for access circuits, routers, bandwidth, etc., approved by Finance Department and published in the current Rate Schedule.

For the SFY 2018-2019 Biennium, costs will be shared based upon the fixed and variable costs of the program.

4 Conditions of Payment

Upon execution of this agreement, MN.IT Central will bill BCA on a monthly basis for fees associated with this program, and BCA will promptly process payment to MN.IT Central in accordance with the prompt payment law, using SWIFT bilateral netting.

5 Authorized Representative

BCA's Authorized Representative is Dana Gotz, Deputy Superintendent, 1430 Maryland Avenue East, St. Paul, MN 55106, 651-793-1007, or his/her successor.

MN.IT Central's Authorized Representative is Tu Tong, Chief Financial Officer, MN.IT, 400 Centennial Building, 658 Cedar St, St. Paul, MN 55155, telephone number 651.556.8028, or his successor.

6 Amendments

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

7 Liability


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

8 Termination

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

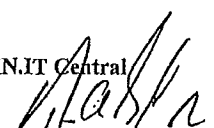
1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 
Date: 7/20/17

SWIFT PO # 3-48261


3. MN.IT Central

By: 
(with delegated authority)

Title: State CIO

Date: 6-29-2017

2. BCA

By: 
(With delegated authority)

Title: Dana Gotz

Date: 06/29/2017